**Regular Meeting** 

### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES

33122 Valle Road San Juan Capistrano, CA 92675

May 11, 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.

Seconded by		
	Present	Absent
	Seconded by	Seconded by Present

### **CLOSED SESSION COMMENTS**

CLOSED SESSION 5:30 p.m.

### **REPORT ON CLOSED SESSION ACTION**

### SPECIAL RECOGNITIONS

Wendy Harder and Deni Christensen-Samsung Four Seasons of Hope Technology Giveaway Troy Kubly-National Certification Points of Pride—George Knight & Laura Lyon—Rachel's Challenge

### **BOARD AND SUPERINTENDENT COMMENTS**

### **ORAL COMMUNICATIONS (Non-Agenda Items)**

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 #7 – Community Roots Academy Charter School PUBLIC HEARING: Agenda Item #36 – Community Facilities Districts (CFD) 2005-1 Whispering Hills (continued).

### **RECORDING OF SCHOOL BOARD MEETINGS**

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

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

www.capousd.org

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

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

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

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

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

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

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

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

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

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

### **REASONABLE ACCOMMODATION**

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

### **III. CONSENT CALENDAR**

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

### **GENERAL FUNCTIONS**

- SCHOOL BOARD MINUTES: Approval, minutes of the March 31, 2010, Special Board Meeting, April 13, 2010, Regular Board Meeting, April 16, 2010, Special Board Meeting, April 19, 2010, Special Board Meeting, April 20, 2010, Special Board Meeting, April 21, 2010, Special Board Meeting, April 26, 2010, Special Board Meeting and April 27, 2010, Special Board Meeting. (Supporting Information) *Contact: Jane Boos, Manager, Board Office Operations*
- BIENNIAL TRUSTEE ELECTION: Approval, Resolution No. 0910-72, Order for Regular
   Election pertaining to the election of Trustees to serve in Trustee Areas 4, 6, and 7.
   (Supporting Information)
   Contact: Jane Boos, Manager, Board Office Operations

### **CURRICULUM & INSTRUCTION**

3.	SPECIAL EDUCATION: A (Supporting Information	pproval, nonpublic school and agency contracts. on)	39
	Contact: Candy Miller,	Special Education Consultant	
4.	(Supporting Informatio		45
	Contact: Gail Richards,	Interim Assistant Superintendent, Secondary Support	
5.	California Ed Code §60	OL EXIT EXAM: Approval, petition to waive 0851(c)/Board Policy 6162.52—California High se #0910-66 (CVHS) through 0910-069 (DHHS) on)	47
	Contact: Gail Richards	, Interim Assistant Superintendent, Secondary Support	
6.	(Supporting Informatio	EWAL: Approval, Journey School charter renewal. on) Interim Assistant Superintendent, Secondary Support	49
7.	Roots Academy (CRV) (Supporting Information		53
	Motion by	Seconded by	
	ROLL CALL:		
		Student Advisor Saam Alikhani	
	Trustee Addonizio		
	Trustee Brick	Trustee Lopez-Maddox	
	Trustee Christensen	Trustee Winsten	
		Trustee Bryson	

### PAGE #

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8.	<ul> <li>COURSE APPROVAL: Approval, Concepts in Precalculus, a one-semester course, for inclusion in the high school mathematics curriculum.</li> <li>(Supporting Information)</li> <li><i>Contact: Gail Richards, Interim Assistant Superintendent, Secondary Support</i></li> </ul>	55
9.	AUTOMOTIVE ACADEMY: Approval, Carl Perkins IV Tech Prep Demonstration Site application for San Clemente High School Automotive Academy. (Supporting Information) <i>Contact: Gail Richards, Interim Assistant Superintendent, Secondary Support</i>	67
<u>BUS</u>	INESS & SUPPORT SERVICES	
10.	PURCHASE ORDERS/WARRANTS/CONSULTING AGREEMENTS: Approval, Purchase Orders/Warrants/Consultant Agreements. (Supporting Information) Contact: Ron Lebs, Deputy Superintendent, Business & Support Services	83
11.	DONATIONS: Approval, donations of funds/equipment. (Supporting Information) Contact: Ron Lebs, Deputy Superintendent, Business & Support Services	129
12.	<ul> <li>TECHNOLOGY GRANT: Approval, Resolution No. 0910-69, acceptance of funds for the California Technology Assistance Project Grant. (Supporting Information)</li> <li>Contact: Ron Lebs, Deputy Superintendent, Business &amp; Support Services</li> </ul>	133
	Motion by Seconded by ROLL CALL: Student Advisor Saam Alikhani	
	Trustee Addonizio Trustee Palazzo	
	Trustee Brick Trustee Lopez-Maddox	
	Trustee Christensen       Trustee Winsten         Trustee Bryson	
13.	OBSOLETE MATERIALS: Approval, authorization to sell obsolete and unusable district materials. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business &amp; Support Services</i>	137
14.	<ul> <li>ABSENCE WAIVER: Approval, request of allowance of attendance due to H1N1 virus related absences.</li> <li>(Supporting Information)</li> <li>Contact: Ron Lebs, Deputy Superintendent, Business &amp; Support Services</li> </ul>	139
15.	<ul> <li>DANA HILLS HIGH SCHOOL: Approval, award of bid, DHHS gymnasium modernization, floor and bleacher replacement.</li> <li>(Supporting Information)</li> <li>Contact: Ron Lebs, Deputy Superintendent, Business &amp; Support Services</li> </ul>	147
16.	<ul> <li>INDUSTRIAL SUPPLIES/EQUIPMENT: Approval, authorization to utilize Contract No. 7066, Industrial Supplies and Equipment, Lighting Products, Janitorial Supplies and Equipment, Western States Contracting Alliance (WSCA), Grainger Industrial Supply.</li> <li>(Supporting Information)</li> <li>Contact: Ron Lebs, Deputy Superintendent, Business &amp; Support Services</li> </ul>	157

17.	CISCO PRODUCTS: Approval, authorization to utilize Contract No. 3-03-70-0291K, Cisco Products, State of California Multiple Award Schedule (CMAS), AMS.NET, INC. (Supporting Information)	159
	Contact: Ron Lebs, Deputy Superintendent, Business & Support Services	
18.	<ul> <li>NIGUEL CHILDREN'S CENTER: Approval, amendment in Use of Agreement allowing temporary reduction in lease payments for Niguel Children's Center.</li> <li>(Supporting Information)</li> <li>Contact: Ron Lebs, Deputy Superintendent, Business &amp; Support Services</li> </ul>	161
19.	LICENSE TO USE AGREEMENT: Approval, License to Use Agreement, construction access for Cox Communications at Capistrano Valley High School. (Supporting Information) Contact: Ron Lebs, Deputy Superintendent, Business & Support Services	169
20.	ORANGE COUNTY FIRE AUTHORITY: Approval, lease/rental agreement with the Orange County Fire Authority. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business &amp; Support Services</i>	181
21.	<ul> <li>PLUMBING: Approval, extension of Bid No. 0708-06, Plumbing Service, Pacific Plumbing Company of Santa Ana.</li> <li>(Supporting Information)</li> <li>Contact: Ron Lebs, Deputy Superintendent, Business &amp; Support Services</li> </ul>	185
22.	FLOORING: Approval, extension of Bid No. 0708-05, Flooring Materials and Installation, Collins & Aikman Floor Coverings, Inc. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business &amp; Support Services</i>	191
23.	<ul> <li>FENCING: Approval, extension of Bid No. 0708-04, Fencing Materials, Repair and Installation, Commercial Fence and Ironworks, Inc.</li> <li>(Supporting Information)</li> <li>Contact: Ron Lebs, Deputy Superintendent, Business &amp; Support Services</li> </ul>	207
24.	<ul> <li>TRANSPORTATION: Approval, extension of Bid No. 0607-06, Outsource</li> <li>Transportation Service, American Logistics Company, LLC.</li> <li>(Supporting Information)</li> <li>Contact: Ron Lebs, Deputy Superintendent, Business &amp; Support Services</li> </ul>	219
25.	RELOCATABLE BUILDINGS: Approval, extension of Bid No. 0708-07, Movement of Relocatable Buildings, Pacific Mobile Home Construction, Inc. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business &amp; Support Services</i>	225
26.	<ul> <li>PAINTING: Approval, extension of Bid No. 0708-11, Painting, Prime Painting Contractors, Inc.</li> <li>(Supporting Information)</li> <li><i>Contact: Ron Lebs, Deputy Superintendent, Business &amp; Support Services</i></li> </ul>	233
27.	<ul> <li>FROZEN BEVERAGE SERVICE: Approval, extension of Bid No. 0708-23, Frozen Beverage Service, Berkeley Street Beverage Company, Inc.</li> <li>(Supporting Information)</li> <li>Contact: Ron Lebs, Deputy Superintendent, Business &amp; Support Services</li> </ul>	241
28.	AUDIO VISUAL EQUIPMENT: Approval, extension of Bid No. 0809-09, Audio Visual Equipment, Various Vendors. (Supporting Information)	249

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

29.	and dispose of solid waste.	607-05, service to collect, recycle,	275
	(Supporting Information) Contact: Ron Lebs, Deputy Superintendent, Bus	iness & Support Services	
30.	Distributors, Inc.	1, Produce, ASR Food	287
	(Supporting Information) Contact: Ron Lebs, Deputy Superintendent, Bus	iness & Support Services	
31.	products for Food and Nutrition Services, P & (Supporting Information)	R Paper Supply Company, Inc.	303
	Contact: Ron Lebs, Deputy Superintendent, Bus	iness & Support Services	
PEF	ERSONNEL SERVICES		
32.	<ol> <li>RESIGNATIONS/RETIREMENTS/EMPLOYMEN personnel. (Supporting Information)</li> </ol>	IT: Approval, classified	323
	Contact: Jodee Brentlinger, Assistant Superinter	ndent, Personnel	
33.	personnel. (Supporting Information)		331
	Contact: Jodee Brentlinger, Assistant Superinter	ndent, Personnel	
34.	A. PARAPROFESSIONAL TEACHER TRAINING: A Understanding, Orange County Paraprofessiona (Supporting Information) Contact: Jodee Brentlinger, Assistant Superinter	l Teacher Training Program (PTTP).	337
35.	5. CONSULTING AGREEMENT: Approval, on-call of through August 31, 2010, for Dr. Roberta Ma (Supporting Information) <i>Contact: Jodee Brentlinger, Assistant Superinter</i>	hler.	341
	Motion by Seconded by _		
	ROLL CALL:		
		Alikhani	
		alazzo	
		.opez-Maddox	
		Vinsten	
	Trustee E	Bryson	

MEET THE NEED FOR ACTION ITEMS WHICH REQUIRE A SIMPLE MOTION OR ROLL CALL VOTE.

### **IV. DISCUSSION/ACTION**

36.	PUBLIC HEARING taxes of Community action in regard there (Supporting Informati	<b>TIES DISTRICT 2005-1 (WHISPERING HILLS)</b> – <b>G CONTINUED</b> : Consideration and Approval, reducing special Facilities District (CFD) 2005-1 (Whispering Hills) or other eto. Resolution No. 0910-71. ion) Deputy Superintendent, Business & Support Services	DISCUSSION/ ACTION Vote Page 345			
	Motion by	Seconded by				
	ROLL CALL:					
	T ( ) 11	Student Advisor Saam Alikhani				
	Trustee Addonizio					
	Trustee Brick					
	Trustee Christensen	Trustee Winsten Trustee Bryson				
37.	STRATEGIC PLAN: Cor Objectives for the 20	nsideration and approval, first reading, Strategic Plan and 010-11 school year.	INFORMATION/ DISCUSSION			
	(Supporting Informati	ion)	Page 351			
		Executive Director, Administrative Services irector, Instructional Support/ Staff Development				
38.		sideration and approval, Resolution No. 0910-68, authorizing ds for fiscal year 2010-2011 and issuance and sale of a 2010-	DISCUSSION/ ACTION			
		Vote				
		ue Anticipation Note and participation in the South Coast encies pooled Tax and Revenue Anticipation Note program.	Page 361			
		(Supporting Information)				
	Contact: Ron Lebs, Deputy Superintendent, Business & Support Services					
		Seconded by				
	ROLL CALL:	Student Advisor Saam Alikhani				
	Trustee Addonizio					
	Trustee Brick					
	Trustee Palazzo					
		Trustee Bryson				
39.		<b>ENT III:</b> Consideration and approval, budget reduction	DISCUSSION/			
	recommendations for fiscal	•	ACTION			
	(Supporting Information		Vote			
	Contact: Ron Lebs, D	Peputy Superintendent, Business & Support Services	Page 399			
	Motion by	Seconded by				
	-					
40.		<b>EES – MANAGEMENT PERSONNEL:</b> Consideration and No. 0910-67, reduction of work year and/or salaries, classified el.	DISCUSSION/ ACTION Vote			
	(Supporting Informati Contact: Jodee Brentl	ion) linger, Assistant Superintendent, Personnel	Page 405			
	Motion by	Seconded by				
	ROLL CALL:	Seconded by				
		Student Advisor Saam Alikhani				
	Trustee Addonizio					
	Trustee Brick					
	Trustee Christensen					
		Trustee Bryson				

41.	approval, Resolut (Supporting Infor	<b>DFF – NON-MANAGEMENT EMPLOYEES:</b> Consideration and tion No. 0910-70, classified layoff of non-management employees. rmation) Brentlinger, Assistant Superintendent, Personnel	d DISCUSSION/ ACTION Vote Page 411
	Motion by	Seconded by	-
	ROLL CALL:		
		Student Advisor Saam Alikhani	
	Trustee Addonizio		
	Trustee Brick		
	Trustee Christensen		
		Trustee Bryson	
42.	decision in the m (Supporting Info	<b>F HEARINGS:</b> Consideration and approval, adoption of proposed natter of Teacher Layoff Hearings, File No. 2010030097. rmation) Brentlinger, Assistant Superintendent, Personnel	DISCUSSION/ ACTION Vote Page 419
	Motion by	Seconded by	
43.	(Supporting Info	<b>RANCH:</b> Update on facilities projects and funding. rmation) s, Deputy Superintendent, Business & Support Services	INFORMATION/ DISCUSSION Page 431
44.	Architect Project (Supporting Inform	<b>TE ARCHITECT:</b> Update of progress of the Division of State t listing, work schedule and priorities. mation) <i>s, Deputy Superintendent, Business &amp; Support Services</i>	INFORMATION/ DISCUSSION Page 441
		V. ADJOURNMENT	
Т	UESDAY, JUNE 15, 2010 OFI	MEETING OF THE GOVERNING BOARD WILL BE HELD ON ), 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT FICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA	

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

### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES

33122 Valle Road San Juan Capistrano, CA 92675

# ADDENDUM to May 11, 2010 Board Agenda

## **UNDER SECTION II – DISCUSSION/ACTION**

### Addition – Discussion/Action Item

Agenda Item #44A:	Consideration and a	<b>CONTRACT, SUPERINTENDENT:</b> approval, contract of employment for the Superintendent, pursuant to Government ation)	Page 448a
	Motion by	Seconded by	

### VII. CLOSED SESSION

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

### A. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

Number of cases: Four Cases (*Pursuant to Government Code §54956.9[a*])

Case No. 1 Superior Court of the State of California County of Orange Case No. 00300788 Whispering Hills LLC v. Capistrano Unified School District

Case No. 2 Superior Court of California County of Orange – Central Justice Center Case No. 30 2009 00122265 A. Woodrow Carter v. Capistrano Unified School District

Case No. 3 Superior Court of the State of California County of Orange – Central Justice Center Case No. 00180049 Petition for Writ of Mandate Pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Section 21000, et seq. City of Mission Viejo, a municipal corporation v. CUSD

Case No. 4 Superior Court of the State of California County of Orange – Central Justice Center Case No. 00207543 Petition for Writ of Mandate Pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Section 21000, et seq. City of Rancho Santa Margarita, a municipal corporation, v. CUSD

### B. STUDENT EXPULSIONS - Items B-1 through B-11

Deliberation of Administration Panel's Findings of Fact and Recommendation. (*Pursuant to Education Code §48918(c) and §35145*)

### C. CONFERENCE WITH CHIEF LABOR NEGOTIATOR

Agency designated representative: Anthony DeMarco, Chief Labor Negotiator 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)

### D. CONFERENCE WITH LEGAL COUNSEL -ANTICIPATED LITIGATION Significant Exposure to Litigation – 1 Case (Pursuant to Government Code §54956.9{b}{1})

Potential litigation: Request to file a late claim-Case #10-82229JW - Case

### E. LIABILITY CLAIM

Number of cases: Two Cases (Pursuant to Government Code §54956.95)

Case No. 1 Claim for Damages-Case #10-81990DP – Hernandez

Case No. 2 Claim for Damages-Case #10-81522DP - Barbeau

### F. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

1) Assistant Superintendent, Education

2) Superintendent

(Pursuant to Government Code §54957)

CAPISTRANO UNIFIED SCHOOL DISTRICT **BOARD OF TRUSTEES** MINUTES - SPECIAL MEETING MARCH 31, 2010 - 6:00 P.M. EDUCATION CENTER - BOARD ROOM

President Bryson called the meeting to order at 5:30 p.m. Trustee Winsten arrived late and was not on the dais to hear the speakers.

President Bryson recognized the following speakers to address the Board:

- Vicki Soderberg commended the Board for removing item 5 from the resolution, then stated that no other school district in Orange County is unilaterally imposing permanent pay cuts, and requested Trustees go back to the bargaining table and negotiate temporary cuts.
- Lauren Lindroth stated that she wanted respect for her work as a teacher and a permanent pay cut would cause her to look for employment outside of the district.
- Erin Kutnick asked Trustees to put their focus back on the classroom, stop spending money on strike preparations, and go back to the bargaining table.

The Board recessed at 5:40 p.m. to closed session to: confer with Chief Labor Negotiator regarding CUEA.

The Special Meeting of the Board reconvened to open session and was called to order by President Bryson at 6:00 p.m.

The Pledge of Allegiance was led by Trustee Lopez-Maddox

Present: Trustees Addonizio, Brick, Bryson, Christensen, Lopez-Maddox, Palazzo, Winsten, and Student Advisor Saam Alikhani.

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

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
<b>Agenda Item #2A – Conference with Chief Labor Negotiator:</b> No action was taken.	Report From Closed Session Meeting
GENERAL FUNCTIONS	
Dreadent Dream colled over Interim Constitution 1. (1) (1)	<b>-</b>

President Bryson called upon Interim Superintendent Mahler who recognized Implementation Assistant Superintendent Jodee Brentlinger to present this item. Mrs. Brentlinger Plan introduced the negotiation team: Attorney John Rajcic, Chief Negotiator; Deputy Agenda Item 1 Superintendent Ron Lebs; Executive Director Julie Hatchel; and Executive Director Jeff Bristow. Mrs. Brentlinger explained that Resolution 0910-60 is based on the district's pre-impasse proposal and the resolution is the full extent of the provisions that will be implemented using the Board's established goals and objectives. Mrs. Brentlinger and the negotiation team presented a PowerPoint 1 summarizing the four items on the resolution.

### **AGENDA ITEM 1**

Before calling upon the first speaker President Bryson stated that each speaker would be allowed 3 minutes contingent upon the actions of the audience. President Bryson reminded the audience to be respectful of each speaker.

President Bryson recognized the following speakers to address the Board:

- Ronda Walen expressed her disappointment that CUSD is not going back to the bargaining table and is spending money on strike preparations.
- Laura Hanaford, Jennifer Pagliei, Eileen Navarro, and Michael Grabowski asked the Board to reconsider the resolution and go back to the bargaining table and negotiate temporary cuts.
- Chris Korpi stated that the Board abused privileges and after the recall and election in November they would all be replaced.

President Bryson lowered the speaker time limit to 2 minutes due to continuing outbursts from the audience.

• Greg Powers expressed the importance of fiscal solvency and CUEA's concurrence with the Fact Finding Report means CUEA wants all concessions to come at the expense of the children.

President Bryson lowered the speaker time limit to 1 minute due to further outbursts from the audience.

- Greg Young remarked that the Board was talking down to teachers by imposing this resolution and mutual respect is needed.
- Casey Swenson told Trustees they caused pain to teachers who received RIF notices and teachers are not union people but human beings.
- Allison Shick asked the Board to negotiate with teachers and not to use strong-arm tactics.
- Ron Lackey stated to the audience that their conduct was not appreciated and if they didn't like CUSD they should leave.
- Linda Verraster named teachers she is indebted to for educating her children and added that when the Board disrespects teachers they disrespect her.
- Erin Last asked Trustees to reconsider permanent pay cuts to teachers.

President Bryson called upon Chief Labor Negotiator John Rajcic who read the following statement:

"The Educational Employment Relations Act contains a provision for post factfinding mediation which is set forth in Government Code section 3548.4. On March 19, I was informed by a Union Representative that the Union declined the assistance of the State Mediator. On March 24, this was confirmed in a phone message from the State Mediator thus leading to the resolution before the Board this evening."

Trustee Brick expressed the Board's desire to maintain class size and hoped that nothing needed to be implemented but it is important to work together. Trustee Brick suggested going back into negotiations. Student Advisor Saam Alikhani concurred with Trustee Brick's comments and requested the Board communicate with teachers. Trustee Winsten encouraged teachers to take their energy to Sacramento, elect people who make better decisions, and who don't take money away from education and leave districts to fix the problem.

Trustee Addonizio stated it was an unfortunate situation but necessary due to the economic time of the United States and California. The Board does value teachers and does not want to lower their pay, but Trustees also do not want to layoff or fire teachers.

President Bryson remarked that the Board's decision was extremely difficult to make and no one enjoyed the process. President Bryson stated the Board's decision is based on sound financial principles. President Bryson stated that the difference in opinions does not take away the respect Trustees have for teachers.

It was moved by Trustee Lopez-Maddox, seconded by Trustee Addonizio, and motion carried by a 6-1 vote to approve Resolution 0910-60, to Implement Limited Provisions of the District's Pre-Impasse Offer to Certificated Bargaining Unit.

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

The meeting was adjourned at 6:49 p.m.

Clerk

Secretary

CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MINUTES – REGULAR MEETING APRIL 13, 2010 EDUCATION CENTER – BOARD ROOM

President Bryson called the meeting to order at 5:30 p.m.

President Bryson recognized the following speakers to address the Board:

- Ronda Walen stated she respects the bargaining process but is concerned because CSEA negotiations have not concluded and the administration is too busy with CUEA negotiations and strike planning to meet with CSEA.
- Rich LaRue commented that Trustees need to spend money wisely, negotiate a settlement that works for now, and stop showing disdain for employees.
- Chris Korpi stated that teachers are asking for a temporary solution and the local paper is not reporting facts.

The Board recessed at 5:38 p.m. to closed session to: confer with Legal Counsel regarding Existing Litigation (three cases); discuss a Level 4 Parent Appeal; discuss Student Expulsions (15 cases); confer with Legal Counsel regarding Anticipated Litigation-Significant Exposure to Litigation (one case); confer with Chief Labor Negotiator regarding CSEA/CUEA/CUMA/Teamsters negotiations; discuss Public Employee Discipline/Dismissal/Release; and Public Employee Appointment/ Employment.

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

The Pledge of Allegiance was led by Trustee Addonizio.

 Present: Trustees Addonizio, Brick, Bryson, Christensen, Lopez-Maddox, Palazzo, and Winsten
 Absent: Student Advisor Saam Alikhani

A CD of the Board meeting discussion related to each of the items on the public Permanent Record 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

It was moved by Trustee Addonizio, seconded by Trustee Brick, 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
<b>Agenda Item #50 A-1 – Conference with Legal Counsel – Existing Litigation:</b> Whispering Hills LLC v. Capistrano Unified School District. No action was taken.	Session Meeting

Agenda Item #50 A-2 - Conference with Legal Counsel – Existing Litigation: A. Woodrow Carter v CUSD. No action was taken.

Agenda Item #50 A-3 - Conference with Legal Counsel – Existing Litigation: CUEA v CUSD; Ellen Addonizio, Board President. No action was taken.

Agenda Item #50 B – Level 4 Parent Appeal: No action was taken.

# Agenda Item 50 D – Conference with Legal Counsel – Significant Exposure to Litigation: The Board voted by a 7-0 vote to reject the request to present a late claim.

Executive Director Julie Hatchel introduced the following people to receive special **Special** district recognition: Mary Johnson for her selection as one of the Orange County Department of Education's Classified School Employee of the Year; Mrs. Hatchel thanked CUSD Classified Employees and Teamsters and shared that Resolution No. 0910-63 acknowledging the week of May 17-21 as "Classified School Employees Week" will be Board approved at tonight's meeting; Teachers Jennifer Henchel (ES), Jen Todd (MS), and Kathleen Sigafoos (HS), were recognized as CUSD's top three Teachers of the Year; and to honor teachers, Resolution No. 0910-62 recognizing May 12, 2010, as the "California Day of the Teacher" will be passed by the Board later in the meeting.

Mrs. Hatchel introduced Principal George Knights who presented the Board with a large, red thank you card covered with pictures of the newly expanded Newhart Middle School library and signed by students. Principal Knights thanked the Board and staff for their encouragement of the library expansion project.

Executive Director Julie Hatchel introduced the Student Body President from San Student Body Clemente High School who presented a report on activities taking place at the high Reports school.

President Bryson commented that she, Trustee Addonizio, and Trustee Christensen had attended an event on Monday evening with parents and teachers. President Bryson stated it was a wonderful time to communicate and she appreciated the parents, teachers, and community members who attended. Board and Superintendent Comments

Interim Superintendent Mahler remarked that it is an exceedingly stressful time for everyone and encouraged the audience to call her directly with their questions or to make an appointment to meet with her.

It was moved by President Bryson, seconded by Trustee Brick, and motion carried by a 4-3 vote to extend the time for Oral Communications to 1 hour. Each speaker was allowed **Communications** two (2) minutes.

AYES: Trustees Brick, Bryson, Christensen, and Winsten

NOES: Trustees Addonizio, Lopez-Maddox, and Palazzo

The following people addressed the Board:

- Kelly Brown thanked Trustees for attending the meeting on Monday night and asked Trustees to negotiate with teachers.
- Greg Powers told Trustees to hold teachers accountable for students staying home from school and that he supports the Board.
- Chris Logmann and Keri Ridder asked Trustees to accept the Fact Finder's report and continue negotiations with the teachers.
- Jennifer Buckman reminded the Board that in the event of a strike IEP goals must stay in force and if special education services for children aren't maintained the district may face lawsuits.
- Rocky Blumeh commented that children should not be involved in the negotiation process and keeping children home from school, adding 2 additional students to each class, or laying off teachers is not in the best interest of children.
- Anna Podobas, student, remarked that Trustees are preventing students from achieving their goals and they need to keep teachers in the classroom.
- Cathy Richardson and Robert Ford blamed the Governor and state lawmakers for causing the budget crisis and stated the public needs to elect the right people to watch over the education budget.

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- Dr. Lackey asked Trustees if they had considered selling the district office and requested that the audience show respect to the Board during meetings.
- Eric Cummings stated the Board should listen to public comment and go back to the bargaining table.
- David Song, student, told the Board that students are frustrated, wanted a decent • education, and do not want teachers to strike.
- Sharon Duncan told the Board they needed to share why the cuts are permanent • and not temporary.
- Ronda Walen stated that district resources are being wasted and the district • needed to bargain in good faith with all employees.
- Codv Nord, student, stated that students are guaranteed the right to learn without disruption and asked parents, teachers, and Trustees to work together.
- Lauren Sphar, student, shared that students are worried about not being prepared for AP exams if teachers strike.
- Lindsay Narkchareon, student, expressed her appreciation for her teachers and • told the Board they were putting her education in danger.
- Ken Jensen stated the Board needed be a good shepherd to lead the district • through this difficult time.
- Molly Garritson, student, stated her teachers have prepared her to succeed, and • are not replaceable employees.
- Kathy Ayrouth asked Trustees to treat teachers with respect and negotiate in • good faith.
- James Eichenbaum commented that there is an environment of mistrust and Trustees need to negotiate a solution.
- Patricia Leavitt asked Trustees to have a dialog with employees, listen to the public, and lead in a correct way.
- Helen Cai, student, expressed her appreciation for teachers and asked for fair treatment of teachers.

President Bryson announced the Public Hearing open at 8:10 p.m. regarding the approval **Public Hearing:** of Resolution No. 0910-66, consideration of reducing special taxes of Community Facilities District 2005-1, Whispering Hills or other action in regard thereto. President Bryson asked the Clerk of the Board if any written comments had been received. Trustee Brick responded that no written comments had been received. President Bryson asked if there was anyone who wished to address the Board. There being no one to address the Board, President Bryson recognized Deputy Superintendent Ron Lebs who asked the Board to continue this Public Hearing to the May 11, 2010, Board meeting.

It was moved by Trustee Lopez-Maddox, seconded by Trustee Addonizio, and carried unanimously to approve Resolution No. 0910-66, entitled "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 Request to Alter the Rate and Method of Apportionment and Reduce the Levy of Special Taxes Within Community Facilities District No. 2005-1 of the Capistrano Unified School District."

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

President Bryson asked Trustees for items they wished to pull from the Consent Calendar. Items Pulled from Agenda Item 40 was pulled for further discussion.

# the Consent Calendar

CFD 2005-1

Agenda Item 42

The following speakers addressed the Board on Consent Items:

### Consent Item #3-Classified School Employees Week

Ronda Walen thanked the Board for the resolution then stated it would mean more to classified employees if Trustees visited them at their job sites during the week of May 17-21 to express their appreciation directly.

Consent Item #24-Roof Repair and Maintenance

Ken Jensen stated that contracting outside vendors to do classified employees' work was actually costing the district money not saving money.

### CONSENT CALENDAR

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

Minutes of the March 1, 2010, Special Board Meeting and March 9, 2010, Regular Board Meeting.	Minutes Agenda Item 1
Resolution No. 0910-62, recognition of May 12, 2010 as "California Day of the Teacher."	California Day of the Teacher Agenda Item 2
Resolution No. 0910-63, recognition of May 17 through May 21, 2010, as "Classified School Employees Week."	Classified School Employees Week Agenda Item 3
Nonpublic school and agency contracts.	Special Education Agenda Item 4
Resolution No. 0910-65, Transition Partnership Project authorized signatures.	Transition Partnership Project Agenda Item 5
Readmission of a student from expulsion: Case # 2009-21.	Expulsion Readmissions Agenda Item 6
Expunging of expulsion record: Case #2008-031	Expunging of Expulsion Records Agenda Item 7
Petition to waive California Education Code Section 60851(a) and Board Policy 6162.52 – California High School Exit Examination: Case Numbers 0910-053 (ANHS) through 0910-065 (SJHHS).	California High School Exit Exam Agenda Item 8
San Clemente High School mid-term WASC Progress Report.	San Clemente High School Agenda Item 9
Local Education Agency Title 1, Part A Waiver Application and American Recovery and Reinvestment Act Local Education Agency Waiver Plan.	Waiver Plan Agenda Item 10
Instructional materials recommended for adoption—Geometry and Algebra 2 with Geometry.	Instructional Materials Agenda Item 11

Instructional materials recommended for adoption—Sociology.	Instructional Materials Agenda Item 12
Purchase Orders/Warrants/Consulting Agreements as listed.	Purchase Orders/ Warrants/ Consulting Agreements Agenda Item 13
Donations of funds and equipment.	Donations Agenda Item 14
Dual program for sale of surplus property.	Dual Program Agenda Item 15
Authorization to sell obsolete and unusable miscellaneous district materials.	Obsolete Materials Agenda Item 16
Extension of Worker's Compensation TPA Services contract, CorVel Enterprise Comp, Inc.	Worker's Compensation TPA Services Contract Agenda Item 17
Extension of Bid No. 070-21, Grocery Products, various vendors.	Grocery Products Agenda Item 18
Extension of RFP No. 2-0708, Audit Services, Vavrinek, Trine, Day & Co., LLP.	Audit Services Agenda Item 19
Extension of Bid No. 0708-24, Snack and Beverage Products, A & R Wholesale Distributors, Inc.	Snack and Beverage Products Agenda Item 20
Extension of RFP No. 5-0708, Special Tax Consulting Services for Public Financing, David Taussig & Associates.	Special Tax Consulting Services Agenda Item 21
Authorization to utilize contract No. 3-09-029IQ, Electronic Data Processing (EDP) Equipment and Service, State of California Multiple Award Schedule (CMAS) AMS.Net Inc.	Electronic Data Processing Equipment Agenda Item 22
Advertise for Bid No. 1011-05, Frozen Food Products.	Frozen Food Products Agenda Item 23
Advertise for Bid No. 1011-04, Roof Repair and Maintenance.	Roof Repair and Maintenance Agenda Item 24
Advertise for Bid No. 1011-03, General Contractor.	General Contractor Agenda Item 25
Advertise for Bid No. 1011-01, Asphalt Paving, Sealcoating and Repair.	Asphalt Paving Agenda Item 26

Advertise for Bid No. 1011-02, Electrical Service.	Electrical Service Agenda Item 27
Final Acceptance and Notice of Completion Bid No. 07808-06, Plumbing Service, Pacific Plumbing Company of Santa Ana.	Plumbing Service Agenda Item 28
Final Acceptance and Notice of Completion Bid No. 0708-04, Fencing Materials, Repair and Installation, Commercial Fence and Ironworks, Inc.	Fencing Agenda Item 29
Authorization to utilize Bid No. 142-05, Shade Structures Districtwide, Newport-Mesa Unified School District, USA Shade & Fabric Structures, Inc.	Shade Structures Agenda Item 30
Authorization to utilize Bid No. EFZ0000087, Air Conditioning, Refrigeration Equipment, Parts and Supplies, County of Orange, Johnstone Supply, Inc. and Refrigeration Supplies Distributors dba RSD.	Air Conditioning Agenda Item 31
Authorization to utilize Bid No. 09-01 Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters, Colton Joint Unified School District, Dave Bang Associates, Inc.	Playground Equipment Agenda Item 32
Authorization to utilize Bid No. 16-04/05, Purchase, Installation and Transfer of DSA Approved Classroom Buildings, San Gabriel Unified School District, Silver Creek Industries, Inc.	Classroom Buildings Agenda Item 33
Extension of RFQ No. 12-0809, Insurance Broker Services for Excess Worker's Compensation, Keenan Associates.	Insurance Broker Services Agenda Item 34
Extension of RFQ No. 2-0809, Appraisal Services, Harris Realty Appraisal.	Appraisal Services Agenda Item 35
Amendment to Contract No. C0910099, Miller Brown Dannis, General Legal Service, Company Name Change.	General Legal Service Agenda Item 36
Resignations, retirements, and employment of classified personnel.	Resignations/ Retirements/ Employment (Classified Personnel) Agenda Item 37
Resignations, retirements, and employment of certificated personnel.	Resignations/ Retirements/ Employment (Certificated Personnel) Agenda Item 38
Quarterly report on complaints relative to the Williams Settlement Uniform Complaint Procedures.	Williams Settlement Agenda Item 39
Student teacher agreement with the University of Southern California.	Student Teacher Agreement Agenda Item 41

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

President Bryson recognized Trustee Lopez-Maddox who questioned staff on how to achieve savings in health care. Executive Director Jeff Bristow responded it can be achieved by districts joining together and applying pressure to major companies to hold prices down. Trustee Winsten asked Mr. Bristow if Trustees could endorse the resolution without endorsing the California Education Coalition for Health Care Reform and Mr. Bristow responded it would not change the intent of the resolution if the coalition's name was removed from the resolution.

It was moved by Trustee Lopez-Maddox, seconded by Trustee Winsten, and motion carried unanimously to approve Resolution No. 0910-64, recognition of "California Education for Health Care Reform" with the removal of *California Education Coalition for Health Care Reform* from the title.

### **DISCUSSION/ACTION**

President Bryson recognized Deputy Superintendent Ron Lebs, who along with Kristofer Pitman, Executive Director, and Interim Assistant Superintendent Gail Richards presented a review of highlights from the Budget Workshop conducted in February. Mr. Lebs shared that the Budget Workshop yielded potential budget reductions and revenue enhancements in the range of \$5.5 to \$5.8 million. Staff is continuing the analysis and refinement of these options and possibly others. Special Education Department staff is conducting a similar analysis, which will be reviewed by Cabinet prior to May 1. Mr. Lebs stated a list of preliminary recommendations will be presented to the Board for consideration at its regularly scheduled May meeting.

Following the presentation Trustee Christensen asked why the Thornsley facility has not been vacated saving the district \$500,000 a year? Interim Superintendent Mahler responded that there were plans involving program relocations and the use of the Thornsley building which will generate revenue for the district. Staff was directed to provide Trustees with an explanation of the proposed moves.

Trustee Palazzo asked staff if the third interim report would be certified as positive. Mr. Lebs stated he believed the report just needed to be submitted to OCDE for review and comment but he would confirm his answer with OCDE and report back to Trustees.

No action was taken on this item.

It was moved by Trustee Lopez-Maddox, seconded by Trustee Addonizio, and motion Niguel Children's carried unanimously to approve a temporary reduction in monthly lease payments from \$6,000 to \$3,000 for the months of June, July, and August 2010, for Niguel Children's Agenda Item 44 Center. Name Addonizion Agenda Item 44

It was moved by Trustee Lopez-Maddox, seconded by Trustee Addonizio, and carried Classified Layoffunanimously to approve Resolution 0910-61 classified layoff in the designated Non-Management classification. Employees

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

California Education for Health Care Reform Agenda Item 40

2010/11 Fiscal Year Budget Development Agenda Item 43

Agenda Item 45

It was moved by Trustee Lopez-Maddox, seconded by President Palazzo, and motion carried unanimously to approve the Two-Way Program at Viejo Elementary School and waive a second reading.		Two-Way Immersion Program Agenda Item 46
-	istee Addonizo, seconded by Trustee Lopez-Maddox, and motion to approve revisions to Board Policy 9324, <i>Minutes</i> , and waive the	Board Policy Revision Agenda Item 47
-	stee Lopez-Maddox, seconded by Trustee Addonizio, and motion o approve revisions to Board Policy 5111.1, <i>District Residency</i> , and ing.	Board Policy Revision Agenda Item 48
President Bryson recognized Deputy Superintendent Ron Lebs, who along with John Divi Forney, Director, Construction, provided updates of the progress of Division of State Architect project listing, work schedule, and priorities. This was an Ager Information/Discussion item only.		
The Board recessed a items.	t 8:47 p.m. to continue discussion on the remaining closed session	
The Board reconvener Chief Negotiator Joh would update the Boar Teamsters.	President's Announcement	
The Board recessed at	9:17 p.m. to continue discussions on closed session items.	
The Board reconvened to open session at 10:55 p.m. President Addonizio reported the following action taken during closed session:		President's Report From Closed Session Meeting
Agenda Item #50 C-1 through C-3 - Student Expulsions: The Board voted by a 7-0 vote to expel the following students with staff recommendations: Case #2010-071, 2010-078 and 2010-083.		Session Meeting
AYES:	Trustees Addonizio, Brick, Bryson, Christensen, Lopez-Maddox, Palazzo, and Winsten	
NOES:	None	
Agenda Item #50 C-4 through C-14 - Student Expulsions: The Board voted by a 7-0 vote to expel the following students by stipulated agreement: Case #2010-68, 2010-069, 2010-70, 2010-072, 2010-74, 2010-75, 2010-076, 2010-077, 2010-79, 2010-080, 2010-082, and 2010-086.		
AYES:	Trustees Addonizio, Brick, Bryson, Christensen, Lopez-Maddox, Palazzo, and Winsten	
NOES:	None	
Agenda Item #50 E – CSEA/CUEA/ TEAM	Conference with Chief Labor Negotiator: STERS/CUMA	

CSEA/Teamsters/CUMA - No action was taken

### CUEA

The Board voted by a 7-0 vote to direct staff to communicate with a letter stating "at this time, after the Board's action to implement provisions from its pre-impasse proposal, it is waiting for CUEA to initiate next steps relative to concluding 09/10 and 10/11."

Agenda Item #50 F – Public Employee Discipline/Dismissal/Release: No action was taken.

Agenda Item #50 G-1 - Public Employee Appointment/Employment— Administrative Assignments: Assistant Superintendent, Education, no action was taken.

Agenda Item #50 G-2 - Public Employee Appointment/Employment— Administrative Assignments: The Board voted by a 7-0 vote to approve the appointment of Virginia Burrows as Assistant Principal, Adult and Community Education.

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

Agenda Item #50 G-3 - Public Employee Appointment/Employment— Administrative Assignments: Executive Director, Facilities and Plant Operations, no action was taken.

Agenda Item #50 G-4 - Public Employee Appointment/Employment— Administrative Assignments: The Board voted by a 7-0 vote to approve the appointment of Sharon de Armas as Supervisor, Transportation Safety and Training.

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

The meeting adjourned at 11:00 p.m.

Board Clerk

Secretary, Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MINUTES – SPECIAL MEETING April 16, 2010 – 6:00 P.M. EDUCATION CENTER – BOARD ROOM

President Bryson called the meeting to order at 6:00 p.m.

The Pledge of Allegiance was led by Trustee Palazzo.

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

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

### **GENERAL FUNCTIONS**

President Bryson introduced Bud Marley and Bill Attea from Hazard, Young, Attea and Associates (HYA) to present the workshop on interviewing superintendent candidates. Mr. Attea told Trustees that the purpose of the workshop was to assist them in getting the most out of their interviews. He stressed the importance of making the first interview an informal dialogue and encouraged Trustees to sit around a table so they could observe body language and make eye contact. Mr. Attea covered the areas of traits to look for in a candidate and advised Trustees to take copious notes during the interview to assist them at the debriefing meeting after all candidates had been interviewed. Trustees were told to select a superintendent not based on popularity but with the ability to make this a better district. Mr. Attea informed the Board that each Trustee is assigned three topics to address in the 90 minute interview. Trustees were cautioned not to discuss candidates amongst themselves until all candidates had been interviewed. Mr. Attea stressed that confidentiality is critical and guaranteed to the candidates. Interim Superintendent Mahler and Board Manager Jane Boos were asked to prepare packets of information about CUSD that is not found on the website to be given to each candidate following their interview.

Mr. Attea followed the interviewing workshop with information regarding the final stages of the search. Mr. Attea informed Trustees that following the final interviews with semifinalists on Wednesday, April 21, he and Mr. Marley will facilitate a debriefing meeting in closed session to assist Trustees in the selection of final candidates for Board consideration. Candidates recommended for a second interview and his/her spouse will spend most of a day with Trustees. First they will have lunch with 2-3 Trustees and then the candidate and his/her spouse will tour the district with two other Trustees. That evening the candidate and his/her spouse will leave and the second non-scripted interview will begin. The second interview is to address specific CUSD issues. On May 3 the Board will meet in closed session to identify the finalist.

Interviewing Workshop/Final Stages of Search Agenda Item 1 & 2 It was moved by Trustee Addonizio, seconded by Trustee Winsten, and motion carried by a 6-0-1 vote to approve revisions to the 2009-2010 School Calendar. Revisions

AYES: Trustees Addonizio, Brick, Bryson, Christensen, Palazzo, and Winsten Agenda Item 3 NOES: None ABSENT: Trustee Lopez-Maddox

The Board recessed to closed session at 6:35 p.m. to consider the applications for the position of district superintendent.

The Board reconvened to open session at 8:48 p.m. President Bryson stated there **President's** was nothing to report from closed session. **Report Fro** 

President's Report From Closed Session Meeting

The meeting was adjourned at 8:49 p.m.

Clerk

Secretary

CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MINUTES - SPECIAL MEETING APRIL 19, 2010 - 5:30 P.M. EDUCATION CENTER - BOARD ROOM

President Bryson called the meeting to order at 5:30 p.m.

The Pledge of Allegiance was led by Trustee Christensen.

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

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

President Bryson asked if there was anyone who wished to comment on the agenda item.

The Board recessed to closed session at 5:32 p.m. to: interview semi-finalists for the district superintendent position.

The Board reconvened to open session at 7:29 p.m. President Bryson stated there was President's Report nothing to report. From Closed

**Session Meeting** 

The meeting was adjourned at 7:30 p.m.

Board Clerk

Secretary, Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT **BOARD OF TRUSTEES** MINUTES - SPECIAL MEETING APRIL 20, 2010 - 5:30 P.M. EDUCATION CENTER - BOARD ROOM

President Bryson called the meeting to order at 5:30 p.m.

The Pledge of Allegiance was led by Trustee Brick.

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

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

President Bryson asked if there was anyone who wished to comment on the agenda item.

The Board recessed to closed session at 5:32 p.m. to: interview semi-finalists for the district superintendent position.

The Board reconvened to open session at 9:35 p.m. President Bryson stated there was President's Report nothing to report.

From Closed **Session Meeting** 

The meeting was adjourned at 9:36 p.m.

Board Clerk

Secretary, Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MINUTES – SPECIAL MEETING APRIL 21, 2010 – 5:30 P.M. EDUCATION CENTER – BOARD ROOM	
President Bryson called the meeting to order at 5:30 p.m.	
The Pledge of Allegiance was led by Trustee Lopez-Maddox.	
<ul> <li>Present: Trustees Addonizio, Brick, Bryson, Christensen, Lopez-Maddox, and Palazzo</li> <li>Absent: Trustee Winsten</li> </ul>	
It was moved by Trustee Addonizio, seconded by Trustee Brick, and carried by a 7-0 vote to adopt the Board agenda.	Adoption of the Board Agenda
President Bryson asked if there was anyone who wished to comment on the closed session agenda item.	
The Board recessed to closed session at 5:32 p.m. to: interview semi-finalists for the district superintendent position.	
Trustee Winsten arrived in closed session at 5:35 p.m.	
The Regular Meeting of the Board reconvened to open session and was called to order by President Bryson at 7:30 p.m.	
Present:Trustees Addonizio, Brick, Bryson, and Palazzo,Absent:Trustee Christensen, Lopez-Maddox and Winsten	
President Bryson stated there was nothing to report.	President's Report From Closed Session Meeting
It was moved by Trustee Addonizio, seconded by Trustee Brick, and motion carried by a 4-0-3 vote to approve revisions to the 2010-2011 School Calendar.	2010-11 School Calendar Revisions
<ul> <li>AYES: Trustees Addonizio, Brick, Bryson, Christensen, and Palazzo,</li> <li>NOES: None</li> <li>ABSENT: Trustee Christensen, Lopez-Maddox and Winsten</li> </ul>	Agenda Item 1
The Board recessed to closed session at 7:35 p.m. to debrief and select the final superintendent candidates for a second interview.	
The Board reconvened to open session at 9:24 p.m. President Bryson stated there was nothing to report.	President's Report From Closed Session Meeting
The meeting was adjourned at 9:25 p.m.	

Board Clerk

Secretary, Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MINUTES - SPECIAL MEETING APRIL 26, 2010 - 5:30 P.M. **EDUCATION CENTER - BOARD ROOM** 

President Bryson called the meeting to order at 5:31 p.m.

The Pledge of Allegiance was led by Trustee Christensen.

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

It was moved by Trustee Addonizio, seconded by Trustee Brick, and carried by a 6-0-1 Adoption of the **Board Agenda** vote to adopt the Board agenda.

Ayes:	Trustees Addonizio, Brick, Bryson, Christensen, Lopez-Maddox, and
	Winsten.
Noes:	None
Absent:	Trustee Palazzo

President Bryson asked if there was anyone who wished to comment on the agenda item.

The following people addressed the Board:

- Eric Cummings stated that it has been very frustrating to have five superintendents in five years and asked Trustees to focus on a person for the superintendent position that they could maintain a good working relationship.
- Virginia Savoni brought post cards with written comments that she wanted given to the superintendent candidates instead of the three Board members they were addressed to so the candidates would have an understanding of what is at stake *if they accept the position.*
- Rochelle Chacan encouraged Trustees to hire a superintendent who looks out for the children.

The Board recessed to closed session at 5:37 p.m. to: interview a finalist for the district superintendent position.

The Board reconvened to open session at 8:29 p.m. President Bryson stated there was **President's Report** From Closed nothing to report.

**Session Meeting** 

The meeting was adjourned at 8:30 p.m.

Board Clerk

Secretary, Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MINUTES – SPECIAL MEETING APRIL 27, 2010 – 5:30 P.M. EDUCATION CENTER – BOARD ROOM

President Bryson called the meeting to order at 5:30 p.m.

The Pledge of Allegiance was led by Trustee Palazzo.

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

It was moved by Trustee Brick, seconded by Trustee Addonizio, and carried by a 6-0-1 Adoption of the vote to adopt the Board agenda. Board Agenda

Ayes:Trustees Addonizio, Brick, Bryson, Christensen, Palazzo, and Winsten.Noes:NoneAbsent:Trustee Lopez-Maddox

President Bryson asked if there was anyone who wished to comment on the closed session agenda item.

The Board recessed to closed session at 5:32 p.m. to: interview a finalist for the district superintendent position.

Trustee Lopez-Maddox arrived in closed session at 5:35 p.m.

The Board reconvened to open session at 8:00 p.m. President Bryson stated there was nothing to report. President's Report From Closed

Session Meeting

The meeting was adjourned at 8:01 p.m.

Board Clerk

Secretary, Board of Trustees

# May 11, 2010

TO: Anna Bryson, President and Members Board of Trustees, Capistrano Unified School District
FROM: Bobbi Mahler, Interim Superintendent
SUBJECT: BIENNIAL TRUSTEE ELECTION CONSOLIDATION

# **BACKGROUND INFORMATION**

The biennial election of Trustees is set for Tuesday, November 2, 2010. For the Board's information, the following is provided:

- 1) Resolution and Order of Biennial Trustee Election Exhibit A
- 2) A list of school trustees whose terms expire on December 1, 2010 Exhibit B.
- 3) Correspondence from the Orange County Department of Education relating to the consolidation of the School Board election with federal, state and municipal elections to take place on that date Exhibit C.
- 4) An election calendar Exhibit D.

# **CURRENT CONSIDERATIONS**

This agenda item pertains to the consolidation of the Trustee election with the federal, state and municipal elections to be held November 2, 2010, through adoption of Resolution No. 0910-72, Order for Regular Election pertaining to the election of Trustees to serve in Trustee Area 4 (Anna Bryson), Trustee Area 6 (Ellen Addonizio), and Trustee Area 7 (Larry Christensen), Exhibit A.

# FINANCIAL IMPLICATIONS

Expenses for this election will be included in the 2010-2011 budget.

# **STAFF RECOMMENDATION**

It is respectfully recommended the Board adopt Resolution No. 0910-72, Resolution and Order of Biennial Regular Trustee Election and Specifications of the Election Order, Exhibit A.

## RESOLUTION NUMBER 0910-72

Excerpt from the Journal of the Board of Trustees/Education of the <u>CAPISTRANO UNIFIED</u> School District/Community College District of Orange County, State of California, for a \_\_\_\_\_\_ meeting held on the <u>11</u> day of <u>May</u>\_\_\_\_, 2010, at <u>7:00</u> <u>P</u>. m. at which the following members were:

PRESENT:	Anna Bryson, President	Trustee Ellen Addonizio
	Ken Lopez-Maddox, Vice President	Trustee Laryy Christensen Trustee Sue Palazzo
	Jack Brick, Clerk	Trustee Michael Winsten
ABSENT:		
	of Member, seconded nd Order of Election and Specifications of th vote:	
AYES:	MEMBERS	
	MEMBERS	
Certified a co	rrect copy this <u>11th</u> day of <u>May</u>	, 2010.

Clerk of Said Board

Regular Resolution - Page 1 of 2

# RESOLUTION AND ORDER OF BIENNIAL TRUSTEE ELECTION AND SPECIFICATIONS OF THE ELECTION ORDER

WHEREAS, the election of governing board members is ordered by law pursuant to §5000 of the Education Code to fill the office of members whose terms expire on December 3, 2010, next succeeding the election,

NOW BE IT RESOLVED that pursuant to the authority of Education Code §5304 and 5322, the County Superintendent of Schools, Orange County, is hereby informed of the specifications of the election order for the forthcoming Biennial Governing Board Election to be held on Tuesday, November 2, 2010.

The County Superintendent is further ordered to consolidate this election in accordance with Education Code Sections 5340 and 5342.

Dated this <u>llth</u> day of <u>May</u>, 2010.

Clerk of Said Board

# **CONSOLIDATED GOVERNING BOARD MEMBER ELECTIONS**

November 2, 2010

Anaheim City School District Anaheim Union High School District North Orange County Community College District

Buena Park School District Fullerton Joint Union High School District North Orange County Community College District

Centralia School District Anaheim Union High School District North Orange County Community College District

Cypress School District Anaheim Union High School District North Orange County Community College District

Fountain Valley School District Huntington Beach Union High School District Coast Community College District

Fullerton School District Fullerton Joint Union High School District North Orange County Community College District

Huntington Beach City School District Huntington Beach Union High School District Coast Community College District

La Habra City School District Fullerton Joint Union High School District North Orange County Community College District

Magnolia School District Anaheim Union High School District North Orange County Community College District

Ocean View School District Huntington Beach Union High School District Coast Community College District

Savanna School District Anaheim Union High School District North Orange County Community College District

Westminster School District Huntington Beach Union High School District Coast Community College District

Lowell Joint School District Fullerton Joint Union High School District North Orange County Community College District Brea Olinda Unified School District North Orange County Community College District

Capistrano Unified School District South Orange County Community College District

Garden Grove Unified School District Coast Community College District North Orange County Community College District Rancho Santiago Community College District

Irvine Unified School District South Orange County Community College District

Laguna Beach Unified School District South Orange County Community College District

Los Alamitos Unified School District North Orange County Community College District

Newport-Mesa Unified School District Coast Community College District

Orange Unified School District Rancho Santiago Community College District

Placentia-Yorba Linda Unified School District North Orange County Community College District

Saddleback Valley Unified School District South Orange County Community College District

Santa Ana Unified School District Rancho Santiago Community College District

Tustin Unified School District South Orange County Community College District

# **DISTRICT BOARD MEMBERS WHOSE TERMS EXPIRE 12/3/2010**

(Election Scheduled for November 2, 2010)

Anaheim City Sandy Blumberg Jose Moreno Jerome Silverman Buena Park

> Samuel Van Hamblen Elizabeth Swift Jerry Kong

<u>Centralia</u>

Irvin Trinkle, Jr. Art Montez Karen Blake

Cypress

David H. Giese Ellen Friedmann Valeri Peters Wagner

Fountain Valley Tony McCombs Nicola Weiss\* Judith Edwards

Fullerton

Beverly Berryman Ellen Ballard Minard Duncan

Huntington Beach City Celia Jaffe Rosemary Saylor Shirley Carey

<u>La Habra</u>

Sharon H. Brown Cindy Frisbie Hecklau Linda Navarro Edwards

Lowell-Joint

Darin W. Barber Gayle K. Rogers Janet B. Averill **Magnolia** Esther H. Wallace Clifford Breeden, Jr. Barbara Quintana Ocean View John Briscoe George Clemens Tracy Pellman Savanna Patrick Ochoa Edward Erdtsieck Linda Weinstock Westminster Mary Mangold Dave Bridgewaters Andrew Nguyen Anaheim High Anna L. Piercy Thomas "Hoagy" Holguin Jordan Brandman **Fullerton High** Robert Hathaway Marilyn Buchi Robert Singer, Ph.D. Huntington Beach High Brian Garland **Bonnie Castrey** Matthew Harper Brea Olinda Unified Bill Hall Teresa Hampson Sue Nowers Joe Rollino Capistrano Unified Ellen Addonizio Larry Christensen Anna Bryson Garden Grove Unified

Lan Quoc Nguyen Robert Harden

EXHIBIT B (2 of 3)

Irvine Unified Gavin Huntley-Fenner, Ph.D. Sharon Wallin

Laguna Beach Unified Ketta Brown Theresa O'Hare Betsy Jenkins

Los Alamitos Unified Jeffrey Barke Joseph E. Ribal

Newport-Mesa Unified Karen Yelsey Michael Collier Walt Davenport Judith Franco

Orange Unified Kimberlee Nichols Rick Ledesma Kathryn Moffat

<u>Placentia-Yorba Linda Unified</u> Karin Freeman Jan Wagner

Melissa J. Smith

Saddleback Valley Unified Dore J. Gilbert, M.D. Nancy Kirkpatrick

Santa Ana Unified Audrey Yamagata-Noji John Palacio

# <u>Tustin Unified</u> Jonathan Abelove Lynn Davis

Coast Community College District Walter Howald Jim Moreno

North Orange County CCD Barbara Dunsheath Jeffrey Brown Donna Miller Rancho Santiago CCD Phillip E. Yarbrough Lawrence Labrado John R. Hanna

South Orange County CCD Donald Wagner Marcia Milchiker Nancy Padberg

\* - Appointed Incumbent



**ORANGE COUNTY** 

April 22, 2010

To:

Subject:

DEPARTMENT OF EDUCATION A consolidated election is required in your district this year. It will be held on Tuesday, November 2, 2010, for members of specified governing boards, in 200 KALMUS DRIVE P.O. BOX 9050 COSTA MESA, CA 92628-9050 (714) 966-4000

FAX (714) 662-3570 www.ocde.us

### WILLIAM M. HABERMEHL **County Superintendent** of Schools

LYNN APRIL HARTLINE **Deputy Superintendent** 

JOHN L. NELSON Associate Superintendent

A uniform ballot will be furnished and will contain the names of candidates for all the governing board positions for which the voters of the district are entitled to vote at that election. The names of the candidates for governing board members of each district shall be kept on the ballot. All names, including incumbents, shall be listed by randomized alphabetical drawing, which is conducted by the Secretary of State. The cost of conducting consolidated elections will be prorated by the Registrar of Voters among the school districts/community college districts concerned.

Please call me at (714) 966-4176 if you have any questions or concerns about the biennial election process.

**BOARD OF EDUCATION** Sincerely.

JOHN W. BEDELL, PH.D. ALEXANDRIA CORONADO, D.M.A.

ELIZABETH PARKER

LONG PHAM, PH.D.

**ORANGE COUNTY** 

KEN L. WILLIAMS, D.O.

GNDRA

Darren Dang, Director **Business Services** 

Attachments

cc: Wendy Benkert, Assistant Superintendent, Business Services

accordance with Education Code Section 5340, which reads in part:

**BIENNIAL GOVERNING BOARD ELECTIONS** 

"School district governing board or community college district governing board member elections for two or more school districts of any type to be held in the same district or area on the same day shall be consolidated so that a person entitled to vote in both or all of such elections may do so at the same time and place and using the same ballot."

District Superintendents / Community College Chancellors

Attached are the following documents:

- List of District Board Members Whose Terms Expire 12/3/2010
- List of Consolidated Governing Board Member Elections •
- Calendar for the Biennial Trustee Election ٠
- Sample resolution and order

Please ask your board to complete one original resolution and order of election and return it to our office to the attention of Darou Phouangvankham as soon as possible, but no later than Friday, June 18, 2010. A copy should also be sent to the Orange County Registrar of Voters, P.O. Box 11298, Santa Ana, CA 92711.

EXHIBIT C

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# ELECTION CALENDAR SCHOOL DISTRICT GOVERNING BOARD MEMBER ELECTION

November 2, 2010

June 25	<b>CONSOLIDATION OF ELECTIONS NOTICE</b> (130 Days) Last day for county superintendent of schools to notify governing boards in writing that consolidated election is required to be held. Applies when there are two or more school districts of any type in the same area. §5323, 5340
July 2	<b>SPECIFICATIONS OF ELECTION ORDER</b> (123 Days) At least 123 days before the election, the governing board of the district shall, by resolution, serve the county superintendent of schools and the registrar of voters an order calling the election and specify the date and purpose of the election. §5320, 5322
July 5	<b>DELIVER NOTICE OF ELECTION TO REGISTRAR OF VOTERS</b> (120 Days) At least 120 days prior to the date of the election, the county superintendent shall deliver to the registrar of voters copies of the order of election and the formal notice of election. §5324, 5325, 5361
July 5 to August 4	<b>PUBLICATION OF NOTICE OF ELECTION</b> (120-90 Days) Between these dates the registrar of voters shall cause a formal notice of election to be published once in a newspaper of general circulation published within the district. §5325, 5361, 5363; Elections Code §12112
July 12 to August 6	<b>DECLARATION OF CANDIDACY</b> (113-88 Days) The name of any registered voter shall be placed on the ballot if there is filed with the registrar of voters, not more than 113 days nor less than 88 days prior to the election, a declaration of candidacy. No candidate may withdraw as a candidate after August 11. No person shall file nomination papers for more than one district office at the same election. Elections Code §10603
July 12 to August 6	<b>CANDIDATE'S STATEMENT OF QUALIFICATIONS</b> (113-88 Days) Each candidate may prepare a candidate's statement on a form provided by the registrar of voters. The statement may contain no more than 200 words unless the governing board of the school district has authorized a 400-word statement. The statement must be filed at the same time that the declaration of candidacy is filed. It may be withdrawn, but not changed, during the nomination period and until 5:00 p.m. of the next working day after the close of the nomination period.
	The registrar of voters will estimate the total cost of printing, handling, translating, and mailing the candidate's statement and will require each candidate filing a statement to pay in advance his or her pro rata share as a condition of having his or her statement included in the voter's pamphlet. Elections Code §13307
August 11	<b>FILING EXTENSION</b> (83 Days) If the incumbent has not filed a declaration of candidacy by 5:00 p.m., August 6 any voter, other than the incumbent, may file a declaration of candidacy until August 11 at 5:00 p.m. Elections Code §10604

August 11	<b>PETITION INDICATING WRITE-IN CAMPAIGN</b> (83 Days) If, immediately following the last time for filing a declaration of candidacy, only one person has been nominated for each position of governing board member or no person has been nominated for any such position, and a petition (signed by 10% of the district voters or 50 voters, whichever is smaller number) requesting that a school district election be held for such offices has not been presented to the registrar of voters, appointment will be made as prescribed in Education Code §5328, §5326
August 7 to August 16	PUBLIC REVIEW PERIOD FOR CANDIDATES' STATEMENTS (87 to 78 days) Public review period for candidates statements filed by August 6. Candidates' statements will be posted on the Registrar of Voters website (www.OCVote.com)
August 12 to August 20	PUBLIC REVIEW PERIOD FOR CANDIDATES' STATEMENTS – EXTENDED FILING PERIOD (82 to 74 days) Public review period for candidates' statements filed between August 6 and August 11 (Extended Filing Period). Candidates' statements will be posted on the Registrar of Voters website (www.OCVote.com).
September 23 to October 12	MAILING OF MATERIAL TO VOTERS (40-21 Days) At least 21 days, but not more than 40 days before the election, the registrar of voters shall mail sample ballot, candidate's statement pamphlet, polling place notice, and absentee voter information to each registered voter. Elections Code §13303 and 13307
November 2	ELECTION DAY The polls will be open from 7:00 a.m. until 8:00 p.m. Elections Code §14212
November 4 to November 30	<b>START OFFICIAL CANVAS</b> (2 days after) On this date the registrar of voters shall start the official canvas. The registrar of voters shall prepare a certified statement of the results of the election and submit it to the governing body no later than the 28th day after the election. Elections Code §15301-15309
December 3	ELECTED OFFICERS TAKE OFFICE §5017

All references are to Education Code unless otherwise specified.

# May 11, 2010

 TO: President and Members Board of Trustees, Capistrano Unified School District
 FROM: Candy Miller, Interim SELPA Director
 SUBJECT: APPROVAL: SPECIAL EDUCATION: NONPUBLIC SCHOOL AND AGENCY CONTRACTS

# **BACKGROUND INFORMATION**

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

# **CURRENT CONSIDERATIONS**

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

# FINANCIAL IMPLICATIONS

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

# **STAFF RECOMMENDATION**

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

### Master Contracts:

### 1. RELATED SERVICES

Provider:	ACES	Justification:
Student:	1 Student	Mandated by
Services:	Educational Counseling, Clinic and Supervision	IEP Services and Support
Period Covered: Total Cost:	04/01/10 – 06/30/10 \$7,398.00	

### 2. RELATED SERVICES

Provider:	CARD	Justification:
Student:	1 Student	Mandated by
Services:	Educational Counseling, Clinic and	IEP Services and Support
	Supervision	
Period Covered:	04/05/10 - 06/30/10	
Total Cost:	\$12,666.40	

# 3. RELATED SERVICES

CARD	Justification:
1 Student	Mandated by
Educational Counseling, Clinic and	IEP Services and Support
Supervision	
04/05/10 - 06/30/10	
\$11,169.65	
	1 Student Educational Counseling, Clinic and Supervision 04/05/10 – 06/30/10

## 4. **RELATED SERVICES:**

Provider: Student: Services: Period Covered: Total Cost:	Wertheimer-Gale & Assoc 1 Student Occupational Therapy 12/09/10- 06/30/10 \$1.053.00	Justification: Mandated by IEP Services and Support
Total Cost:	\$1,053.00	

### 5. RELATED SERVICES:

Provider: Rainbow Connection	
Student: 1 Student	
Services: Occupation Therapy	
Period Covered: 04/14/10-06/30/10	
Total Cost: \$507.00	

### 6. TUITION:

Provider:	Devereux School of Viera
Student:	1 Student
Services:	Tuition
Period Covered:	04/02/10 - 06/30/10
Days/Rate:	55 @ \$82.00
Total Cost:	\$4,510.00

Justification: Mandated by

IEP Services and Support

IEP Services and Support

Justification: Mandated by

### SPECIAL EDUCATION May 11, 2010 Page 3

### 7. PARENT REIMBURSEMENT:

Provider:	Parent
Student:	1 Student
Services:	RTC Visit
Period Covered:	04/02/10 - 06/30/10
Trips/Rate:	1 @ \$700.00
Total Cost:	\$700.00

### 8. **RELATED SERVICES**:

Provider:Cinnamon HillsStudent:1 StudentServices:Transportation for Return from RTCPeriod Covered:02/16/10Total Cost:\$603.80

IEP Services and Support

Justification: Mandated by

Justification

Mandated by

Justification: Mandated by IEP Services and Support

### 9. PARENT REIMBURSEMENT: Provider: Parents Student: 1 Student Service: Attorney Fees & Costs Date of Agreement: 04/08/10 Total Cost: \$7,500.00

# 10. PARENT REIMBURSEMENT:

Provider:ParentStudent:1 StudentService:Educational ExpensesDate of Agreement:04/08/10Total Cost:\$9,000.00

### 11. PARENT REIMBURSEMENT:

Provider:	Parent
Student:	1 Student
Service:	Attorney Fees & Costs
Date of Agreement:	04/15/10
Total Cost:	\$5,000.00

# 12. PARENT REIMBURSEMENT:

FARENT REIMBORSEMENT.		
Provider:	Parent	
Student:	1 Student	
Service:	Educational Placement	
Date of Agreement:	12/09/10	

# Justification Mandated by Settlement Agreement

Settlement Agreement

Justification Mandated by Settlement Agreement

### Justification Mandated by Settlement Agreement

### 13. PARENT REIMBURSEMENT:

Provider:	Parent
Student:	1 Student
Service:	Transportation Reimbursement
Date of Agreement:	04/22/10
Total Cost:	\$850.00

Justification Mandated by Settlement Agreement SPECIAL EDUCATION May 11, 2010 Page 4

 14.
 PARENT REIMBURSEMENT:

 Provider:
 Parents

 Student:
 1 Student

 Service:
 Educational Expenses

 Date of Agreement:
 04/14/10

 Total Cost:
 \$12,000.00

Justification Mandated by Settlement Agreement

# TOTAL SPECIAL EDUCATION: NONPUBLIC SCHOOL AND AGENCY CONTRACTS FOR THE MAY 11, 2010 BOARD <u>\$72,957.85.</u>

May 11, 2010

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

FROM: Gail Richards, Interim Assistant Superintendent, Secondary Education

# SUBJECT: EXPUNGING OF EXPULSION RECORD

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

# **CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California

May 11, 2010

 TO: Anna Bryson, President and Members Board of Trustees, Capistrano Unified School District
 FROM: Gail Richards, Interim Assistant Superintendent, Secondary Education
 SUBJECT: PETITION TO WAIVE CALIFORNIA EDUCATION CODE §60851(c)/BOARD POLICY 6162.52—CALIFORNIA HIGH SCHOOL EXIT EXAMINATION: CASE NUMBERS 0910-066 (CVHS) THROUGH 0910-069 (DHHS)

# **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 with modifications stated in the pupil's Individualized Education Program (IEP).

# **CURRENT CONSIDERATIONS**

This agenda item requests approval by the Board to waive Education Code §60851(c)/Board Policy 6162.52 in accordance with §60851(c) approving 4 students as having met the requisite standards, with modifications, to pass either the California High School Exit Examination subtest in English/Language Arts or mathematics (Exhibits A and B provided under separate cover), case numbers 0910-066 (CVHS) through 0910-069 (DHHS). Action on this matter will be discussed and taken in closed session so that individual student rights under the Family Educational Rights and Privacy Act (FERPA) 20 §1232g, U.S. Code, 34 CRF, Part 99, are protected.

# FINANCIAL IMPLICATIONS

There are no financial implications to this agenda item.

# **STAFF RECOMMENDATION**

It is respectfully recommended that the Board of Trustees waive Education Code §60851(c)/Board Policy 6162.52 in accordance with Education Code §60851(c) validating that these 4 students have completed all requirements for passing either the California High School Exit Examination subtest in English/Language Arts or mathematics or both (Exhibits A and B provided to Trustees under separate cover), case numbers 0910-066 (CVHS) through 0910-069 (DHHS). Action on this matter will be conducted in closed session under FERPA regulations.

May 11, 2010

TO: Anna Bryson, President and Members Board of Trustees, Capistrano Unified School District
FROM: Gail Richards, Interim Assistant Superintendent, Secondary Education
SUBJECT: BOARD APPROVAL: JOURNEY SCHOOL CHARTER RENEWAL

# **BACKGROUND INFORMATION**

Journey School was originally chartered by the Capistrano Unified School District's (CUSD) Board of Trustees on February 14, 2000. The school opened in September 2000 serving approximately 90 students in grades K-3. During the subsequent years, Journey School added one grade level per year until it served grades K-8. In May 2005 the charter was renewed for five years by CUSD's Board of Trustees. Currently, Journey School serves 241 K-8 students. Approximately eighty percent of Journey School's students reside within the Capistrano Unified School District. The remainder come from nearby areas such as Irvine, Laguna Beach, Saddleback and as far away as Santa Ana and north San Diego County.

The mission of Journey School is to educate kindergarten through eighth grade students by offering Waldorf educational methods in a public school setting. Waldorf education was developed in post World War I Europe by Rudolph Steiner, an Austrian philosopher. Steiner put forth the premise that human beings have a threefold nature: physical, social-emotional, and intellectual. In his educational model, the heart must be reached, as well as the mind and body. Journey School adheres to this holistic educational philosophy. At the core of Journey School's educational program is the conviction that education is an art as well as a science. As a public charter school, Journey School blends Waldorf-inspired methods and content with California Standards.

# **CURRENT CONSIDERATIONS**

This agenda item requests that the Board approve the Journey School charter renewal provided to Trustees under separate cover.

Renewals of charter petitions are governed by the standards and criteria in Section 47605, which outlines the petition process. Pursuant to Education Code Section 47607, the Board of Trustees must approve a renewal request within sixty (60) days of receipt of a complete renewal.

The Board may deny a renewal petition only if the Board makes written factual findings, specific to the particular petition, setting forth facts to support one, or more, of the six reasons for denial

Approval: Journey School Charter Renewal May 11, 2010 Page 2

(ref. E.C. 47605[b]). The six grounds for denial of an initial petition, renewal or material modification are:

- 1. The charter school presents an unsound educational program for the pupils to be enrolled in the charter school.
- 2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
- 3. The petition does not contain the number of signatures required (renewals and modifications do not require signatures).
- 4. The petition does not contain an affirmation of each of the four conditions described in subdivision (d) of E.C. 47605.
- 5. The petition does not contain reasonably comprehensive descriptions of the required 16 elements.
- 6. The petition or proposed program is inconsistent with state law.

There are no facts to substantiate a denial of the charter renewal request in relation to the six grounds for denial. The first requirement states that the charter school must present a sound educational program for the pupils to be enrolled in the charter school. The Academic Performance Index (API), the cornerstone of California's Public Schools Accountability Act of 1999, measures the academic performance and growth of schools on a variety of academic measures. Based upon the 2009 API report, Journey School received an API score of 816. For that same year, the districtwide API score for CUSD was 857. In addition, Journey School has demonstrated an increase in API scores over the past five years, with a total increase of 139 points, and most notably, an increase of 102 points from 714 to 816 between 2008 and 2009. Journey School has met Adequate Yearly Progress (AYP) four of five years, meeting all proficiency targets for math in four of five years, and meeting participation rates every year.

The renewal petition is not required to meet the third requirement because it is not an initial petition for a charter.

The renewal petition meets the fourth requirement by containing an affirmation of each of the four conditions described in subdivision (d) of E.C. 47605. The four conditions are:

- 1. Shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.
- 2. Shall not charge tuition.
- 3. Shall not discriminate against any pupil on the basis of ethnicity, national origin, gender, or disability.
- 4. Shall admit all students who reside in California who wish to attend (up to the school's capacity based on space, staff, or charter school policy).

The Journey School renewal petition contains affirmation of these four conditions. In addition, the renewal contains reasonably comprehensive descriptions of the required 16 elements

Approval: Journey School Charter Renewal May 11, 2010 Page 3

(educational program, measurable pupil outcomes, governance structure, employee qualifications, health and safety of pupils, racial and ethnic balance, admission requirements, annual audit, student discipline, STRS or social security, student attendance alternatives, return rights of district employees, dispute resolution, collective bargaining, and procedures for closing).

The review of the charter school renewal from Journey School resulted in a consensus that the proposal meets the sixth and last requirement, consistency with state law.

According to E.C. 47605[b], there are no facts to substantiate a denial of the renewal of the charter of Journey School.

# FINANCIAL IMPLICATIONS

Additional revenue to the district would be limited to up to one percent of revenues received by Journey School to compensate for fiscal, educational, and legal oversight required by law. There may be some loss of ADA revenue if CUSD students elect to enroll in the charter school.

In accordance with Education code 47614(b)(1), also referred to as Proposition 39, CUSD is required to provide school facilities. A school district may charge a charter school a pro rata share (based on the ratio of space allocated by the school district) of those school district facilities costs, which the school district pays for with unrestricted general fund revenues. The charter school shall not be otherwise charged for use of the facilities. Journey School has opted not to utilize Proposition 39. Journey School leases facilities from the District at 27102 Foxborough in Aliso Viejo, California.

# **STAFF RECOMMENDATION**

It is respectfully requested that Board President Anna Bryson recognize Interim Assistant Superintendent, Secondary Education, Gail Richards, who will introduce this item. The following individuals are available to answer any questions you may have regarding the proposed renewal of the charter: Jolene Dougherty, who oversees charter schools for the district; Shaheer Faltas, Journey School Administrator; and Dr. Franci Sassin, Financial Consultant for Journey School. After appropriate discussion and consideration, it is respectfully recommended that the Board approve the charter renewal for Journey School from July 1, 2010, to June 30, 2015.

May 11, 2010

 TO: Anna Bryson, President and Members Board of Trustees, Capistrano Unified School District
 FROM: Dr. Bobbi Mahler, Interim Superintendent
 SUBJECT: PUBLIC HEARING: COMMUNITY ROOTS ACADEMY CHARTER SCHOOL PUBLIC HEARING

# **BACKGROUND INFORMATION**

Community Roots Academy (CRV) submitted a petition seeking the approval of a charter school to serve kindergarten, 1<sup>st</sup>, 2<sup>nd</sup> and 6<sup>th</sup> grade students in 2011/12; kindergarten, 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 6<sup>th</sup> and 7<sup>th</sup> grade students in 2012/13; kindergarten, 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> grade students in 2013/14; and kindergarten through 8<sup>th</sup> grade students in 2014/15. Exhibit A, provided to Trustees under separate cover, contains supporting documentation presented by Community Roots Academy. In accordance with Education Code 47605 and Board Policy 0420.4, the Board shall hold a public hearing on the provisions of the charter, at which time the Board shall consider the level of support for the petition by teachers employed by the district, other 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 and a review of the petition, the Board shall either grant or deny the charter petition at the June 15, 2010, meeting of the Board of Trustees.

# FINANCIAL IMPLICATIONS

The financial implications of the charter petition are unknown at this time.

# STAFF RECOMMENDATIONS

It is respectfully recommended the Board of Trustees conduct a public hearing to accept comments from the public on the charter petition of Community Roots Academy Charter School.

May 11, 2010

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

FROM: Gail Richards, Interim Assistant Superintendent, Secondary Education

# SUBJECT: COURSE APPROVAL: CONCEPTS IN PRECALCULUS

# BACKGROUND INFORMATION

During the past two years, the district's high school math chairs committee has been reevaluating the one-year Introduction to Statistics course. In an effort to offer students a better bridge to college math courses, the math department at Tesoro High School would like to offer a one-semester course in Introduction to Statistics, followed by a new one-semester course called Concepts in Precalculus. This new course is designed to extend the high school mathematics education of students who have completed the two-year Algebra 2 with Geometry A/B sequence, as well as students who completed regular Algebra 2/Trigonometry, but have not attained the algebra skill level necessary to be successful in the one-year regular Precalculus course.

During the past two years, a committee of teachers under the leadership of Dave Chamberlain, District Resource Teacher, K-12 Mathematics Services, has been meeting to discuss the benefits/disadvantages of the year-long Introduction to Statistics course and to determine/develop an alternative course to pilot. Included on the committee were the following math high school department chairs: Jim Powers (Aliso Niguel); Lee Kucera (Capistrano Valley); Nancy Williamson (Dana Hills); Barb Byers and Mike Tubb (San Clemente); Nolan Fossum (San Juan Hills); and Robin Berman (Tesoro). Ms. Berman served as the chief author of the content standards documents and the instructional sequencing documents.

# **CURRENT CONSIDERATIONS**

This agenda item requests that the Board approve for inclusion in the high school mathematics curriculum a one-semester course entitled Concepts in Precalculus as outlined in Exhibit A. The curriculum for this course has been sent to the University of California, requesting inclusion as part of CUSD's mathematics courses meeting the "a-g" entrance requirements.

This is a one-semester senior math course that will follow a one-semester course in statistics and probability. The concepts covered in the Concepts in Precalculus course will be: functions and their graphs; polynomial and rational functions; linear systems of equations; matrices; logarithms and exponents; and trigonometry.

Course Approval: Concepts in Precalculus May 11, 2010 Page 2

This course is intended for students who are strong in liberal arts, but weaker in mathematics. For many years, we have offered a year-long (non-AP) course in probability and statistics, which satisfies the 4<sup>th</sup> year of math that is "recommended" by the UC in the "a-g" entrance requirements. Unfortunately, that one-year course does not contain many of the mathematical concepts in algebra, graphing, and trigonometry for which students will need to have a certain level of mastery in order to continue on with math in college. For this reason, the Tesoro math department would like to bring more of this material into a 4<sup>th</sup> year of math while still preserving a semester's worth of concepts in statistics and probability. The Concepts in Precalculus course will review and pursue advanced standards in mathematics.

# **FINANCIAL IMPLICATIONS**

There are no fiscal implications attached to this agenda item.

# **STAFF RECOMMENDATION**

It is respectfully recommended that the Board of Trustees approve Concepts in Precalculus, a one-semester course, for inclusion in the high school mathematics curriculum.

CONCEPTS IN PRECALCULUS Course Outline and Curriculum Grade 12: 5 Units (Semester Course)
Standard 1: FUNCTIONS AND THEIR GRAPHS
Key Concepts: Graphing and analyzing the graphs of functions; finding and verifying inverses of functions; using direct and inverse variation to fit models to data
Suggested Time Frame: 3 weeks
Standard 2: POLYNOMIALS
Key Concepts: Using concepts related to polynomial functions including quadratic functions and polynomial functions of higher degree; finding real zeros of polynomials; operations with complex numbers; and applying the Fundamental Theorem of Algebra
Suggested Time Frame: 2 ½ weeks
Standard 3: RATIONAL FUNCTIONS
Key Concepts: Review of concepts related to rational functions including operations of rational expressions and solving rational equations; rational functions and asymptotes; and graphing rational functions
Suggested Time Frame: 2 ½ weeks

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Standard 4: LINEAR SYSTEMS AND MATRICES	Key Concepts: Solving systems of equations; solving systems of equations in two variables; multivariable linear systems; matrices and systems of equations; operations with matrices; the inverse of a square matrix; and the determinant of a square matrix	Suggested Time Frame: 4 weeks	Standard 5: EXPONENTIAL AND LOGARITHMIC FUNCTIONS	Key Concepts: Evaluating and graphing exponential and logarithmic functions; solving exponential and logarithmic equations; using exponential and logarithmic functions to model and solve real-life problems.	Suggested Time Frame: 3 weeks	Standard 6: TRIGONOMETRY	Kcy Concepts: Trigonometric functions of the Unit Circle; Right Triangle Trigonometry; trigonometric functions of any angle; graphing trigonometric functions; and graphing and evaluating inverse trigonometric functions.	Suggested Time Frame: 4 weeks		EXHIBIT A	
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	Tools	Graphing Calculator						 	
– Grade 12	Model Integrated Tasks	The student will use a graph to estimate the life expectancies of children born in 1998 and 2000.	The student will use a linear equation to model the earnings per share of General Mills stock from 1987—1994.	The student will use a piece- wise function to model the price of mobile homes from 1974—1993.	The student will use a step function to model the cost of a telephone call.	The student will use combinations of functions to analyze the costs of automobile upkeep from 1985—1991.	The student will use the inverse of a function to analyze the behavior of a diesel engine		
CULUS	Std. Index	Alg II: 5.0 Alg II: 5.0	Alg II: 2.0, 9.0, 10.0 Alg II:	2.0, 24.0 Alg II: 24.0				 	()
PTS IN PRECALCULUS – Grade 12	<b>Performance Indicators</b>	Graph and write equations of lines. Find domain and range of functions and	evaluate functions. Analyze the graph of a function.	Graph functions using the transformations of shifting, reflecting, and stretching.	Find, verify, and graph the inverse of a function.			EXHIBIT A	(Page 3 of 10)
ONCEP	Perfo	1.1.1	1.1.3	1.1.4	1.1.5				
	Goals	1.1 Graphing and analyzing the graphs of functions; finding and verifying inverses of	and inverse variation to fit models to data						
ļ	Standards	STANDARD 1: Functions and Their Graphs	Suggested Time Frame: 3 weeks					59	

60		NCE	<b>CONCEPTS IN PRECALCULUS – Grade 12</b>	CULUS	– Grade 12	
Standards	Goals	Perfo	Performance Indicators	Std. Index	<b>Model Integrated Tasks</b>	Tools
STANDARD 2: Polynomial and Rational Functions	2.1 The student will study several concepts related to polynomial functions including quadratic	2.1.1	Find the equation of and graph a quadratic function.	Alg II: 17.0 MA ·	The student will use a quadratic function to model the number of board feet yielded	Graphing Calculator
Suggested Time Frame	functions and polynomial functions of higher degree; finding real zeros of	2.1.2	Sketch graphs of polynomials of degree greater than two and	6.0	by a ratient log. The student will use a cubic polynomial to model the	
2 1/2 weeks	Proprioringly, operations with complex numbers; and applying the Fundamental Theorem of Algebra.	2.1.3	Identify intercepts. Divide polynomials using long division and synthetic division.	Alg II: 3.0 MA: 6.0	volume of a box. The student will use synthetic division to evaluate a model for the average monthly cable	
		2.1.4	Find real zeros of polynomials using Descartes' Rule of Sign and the Rational Root Test.	Alg II: 5.0, 6.0	television rates in the U.S. The student will use the zeros of a polynomial function to help analyze data dealing with the value of imported goods in	
		2.1.5	Perform basic operations of complex numbers and solve quadratic equations.	MA: 4.0	the U.S. from 1984—1993.	
		2.1.6	Know and apply the Fundamental Theorem of Algebra.			
			EXHIBIT A (Page 4 of 10)			

		<b>CONCEPTS IN PRECALCULUS</b>	CULUS	- Grade 12	
Standards	Loals	<b>Performance Indicators</b>	Std. Index	<b>Model Integrated Tasks</b>	Tools
STANDARD 3: Rational Functions	3.1 The student will review concepts related to rational functions including operations of rational	3.1.1 Review operations involving rational expressions.	Alg II: 7.0	The student will use rational functions to model data from a physics experiment.	Graphing Calculator
Suggested Time Frame: 2 ½ weeks	expressions and solving rational equations; rational functions and asymptotes; and graphing rational functions.	3.1.2 Solve rational equations and real-life problems involving rational equations.	Aigu: 7.0 MA:	The student will use partial fractions to help analyze the exhaust temperatures of a diesel engine.	
		3.1.3 Sketch the graph of a rational function, finding horizontal, vertical, and slant asymptotes.	+.0 MA: 6.0		
		3.1.4 Write the partial fraction decomposition of various rational functions			
61		EXHIBIT A (Page 5of 10)			

62		NCE	<b>CONCEPTS IN PRECALCULUS – Grade 12</b>	CULUS	- Grade 12	
Standards	Goals	Perfo	<b>Performance Indicators</b>	Std. Index	Model Integrated Tasks	Tools
STANDARD 4:	4.1 The student will stuch	4 1 1	Use substitution mathod	I : A I	E.	
Linear Systems	systems of equations in two		and graphical and and a set	LINAIG:	I he student will use a system	Graphing Calculator
and Matrices	variables; multivariable		to solve systems of	0.0	of equations to compare two models for newsprint	
	linear systems, matrices and		equations and		moduction in the United States	
Suggested Time	systems of equations;		applications.			
Frame:	operations with matrices;			LinAlg:	The student will use a system	
4 weeks	the inverse of a square	4.1.2	Use elimination method	6.0, 8.0	of linear equations to determine	
	matrix; and the determinant		and graphical approach		the relationship between wheat	
	or a square matrix.		to solve systems of		yield and the amount of	
			equations and		fertilizer applied to a field.	
			applications.	LinAlg:		
		-		1.0, 2.0,	The student will use a system	
	-	4.1.3	Use row-Echelon Form	3.0	of linear equations in three	
			with back-substitution		variables to analyze an	
			and Gaussian		automobile's braking system.	
			Elimination to solve		•	
			systems of equations	LinAlg:	The student will use matrices	
			and applications.	1.0, 2.0,	to help find a model for the	
				3.0	parabolic path of a baseball.	
		4.1.4	Perform elementary row			
			operations on matrices;		The student will use matrix	
			use Gaussian		multiplication to help analyze	
			Elimination and Gauss-		the labor and wage	
			Jordian Elimination to	LinAlg:	requirements for a boat	
			solve systems of equations.	4.0, 5.0	manufacturer.	
					The student will use an inverse	
		4.1.5	ion,	LinAlg:	matrix to help analyze an	
			scalar multiplication, and matrix	9.0	electrical circuit.	
			multiplication.		The student will use matrices	
			· · · ·	LinAle:	to encode and decode messages	
		4.1.6	Find the inverse of a	0	as in cryptography.	
			square matrix and solve	LinAlg:		
			systems of equations	10.0, 11.0		
			using inverse matrices.			

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	1			 	 		
Tools							
Model Integrated Tasks							
Std. Index					 	. <u>.</u>	
Performance Indicators Std. Index	4.1.7 Find the determinant of a matrix.	4.1.8 Use Cramer's Rule to solve systems of equations.					ЕУШВИ А
Goals							
Standards			<del>**</del> **				63

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		ulator				<u>.</u>	,
	Tools	Graphing Calculator					
- Grade 12	Model Integrated Tasks	The student will use exponential functions to model the meteorological relationship between atmospheric pressure and altitude.	The student will use a log function to model the minimum required ventilation rates in public school classrooms.	The student will use a log function to model crumple zones for automobile crash tests.	The student will compare an exponential growth model, a linear model, a logarithmic model, and a quadratic model for the same set of data.		
CULUS	Std. Index	Alg II: 12.0 Alg II:	Alg II: 0, 11.1, 11.2, 12.0 Alg II: 11.0, 14.0	Alg II: 11.0, 13.0 Alg II: 12.0, 13.0 14.0			r A 10)
PTS IN PRECALCULUS – Grade	<b>Performance Indicators</b>	Graph exponential functions and solve problems involving exponential equations.	Calculate logarithmic expressions and graph logarithmic functions. Use properties of logarithms to simplify	expressions and solve problems. Solve exponential and logarithmic equations	and applications. Use the mathematical models of exponential growth, exponential decay, Gauss, logistic growth and logarithmic models to solve problems		EXHIBIT A (Page 8 of 10)
CONCEP	Perfo	5.1.1	5.1.2 5.1.3	5.1.4	5.1.5		
C0	Goals	5.1 The student will be able to solve and graph exponential and logarithmic equations and solve applications	involving exponential and logarithmic functions.				
64		STANDARD 5: Exponential and Logarithmic Functions	Suggested Time Frame: 3 weeks				

N,

Tools		-			
ted Tasks		-			
CULUS Std. Index					
CONCEPTS IN PRECALCULUS – Grade 12 Performance Indicators Std. Index Model Integra	6.1.8 Solve problems involving applications of right triangle trigonometry				
Goals					
99 Standards					

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

May 11, 2010

 TO: Anna Bryson, President and Members, Board of Trustees, Capistrano Unified School District
 FROM: Gail Richards, Interim Assistant Superintendent, Secondary Education
 SUBJECT: APPROVAL OF APPLICATION: CARL PERKINS IV TECH PREP DEMONSTRATION SITE – SAN CLEMENTE HIGH SCHOOL AUTOMOTIVE ACADEMY

### BACKGROUND INFORMATION

Capistrano Unified School District currently receives VEA/Carl Perkins funding to enhance its Career Technical Education (CTE) programs. These programs offer career pathway instruction that is embedded with high level academics and leads to the transition of students. One such program is the Automotive Repair program (Automotive Academy) at San Clemente High School.

This spring, the California Department of Education (CDE) solicited worthy district programs to apply for a Perkins IV Tech Prep Demonstration site grant. The purpose of this grant is to fund a program's development and implementation of a high quality, industry-validated Career Technical Education Program of Study, while serving as a demonstration site for other programs throughout the state. With a potential funding amount of \$100,000, the SCHS Auto Academy is making application for this demonstration grant. If funded, the Auto Academy would be enabled to expand their program, allowing students to become industry certified upon their high school graduation.

### **CURRENT CONSIDERATIONS**

The CDE requires that districts obtain Board of Trustee approval when submitting a Perkins IV Tech Prep Demonstration site application (Exhibit A). Kim Bailey, Director, Instructional Support/Staff Development is available to answer any questions regarding this item.

### FINANCIAL IMPLICATIONS

The district will not receive notification of any grant award until late June at the earliest. If awarded a grant, an item will be brought to the Board requesting approval for acceptance of funds. If funded, the period of the grant would run from July 2010 to June 2011.

### **STAFF RECOMMENDATION**

It is respectfully recommended that the Board approve the SCHS Automotive Academy application as a Carl Perkins IV Tech Prep Demonstration Site.

### DEMONSTRATION SITE GRANT APPLICATION

To receive a Tech Prep Grant the consortium must be willing to address #1 below and one additional element of their choice. After reviewing the elements, identify the pathway you will be addressing under #1 and then check the second element you will be addressing.

**X** 1. Develop and implement a high quality, industry-validated CTE Program of Study in the following area:

Pathway	
-	

- 2. Develop a program that results in students entering a college program that leads to a CTE teaching credential.
- 3. Develop and model a career awareness program for students in grades seven and eight.
- **X** 4. Develop and test an end-of-course assessment in the pathway identified under #1 and include an industry certification or license.

**Narrative:** A narrative of no more than 15 pages may be used to respond to the following questions. Type must be at a minimum of size 12 font. Please attach to application.

- 1. List at least two sequential courses offered in grades eleven and twelve in the pathway identified.
- 2. List at least two postsecondary advanced courses offered in the same sequence of courses for the pathway identified.
- 3. Describe how an articulation agreement was developed by the secondary and postsecondary partners in the pathway identified. Attach as a supplemental page to this application a copy of at least one signed articulation agreement between the secondary and postsecondary partners in the pathway identified.
- 4. How many partners do you have and who are they? Secondary? Postsecondary? Business and Industry?
- 5. What is the purpose of this consortium?
- 6. What are the goals of the consortium?

- 7. Why did you select the pathway identified?
- 8. What employment data did you use in selecting the pathway?
- 9. Are your business and industry partners connected to the pathway selected?
- 10. How will you utilize business and industry partners in developing the pathway?
- 11. Describe the potential employment opportunities in the pathway.
- 12. How do you work with consortium members to develop, review, and align curriculum for the pathway?
- 13. How will you ensure that all elements of a quality program of study are included in the program of study you will be developing and modeling?
- 14. What steps will you take to implement the program of study developed?
- 15. Describe how you will present your work at two professional development activities beyond the local level.
- 16. Identify the steps you will use to share your work with other consortium members in the local area and region.
- 17. Describe steps to be taken to ensure that the work completed will be posted on the CTE On-Line Web site administered by the Butte County Office of Education.
- 18. Describe rationale for selecting the additional element you identified.
- 19. What do you hope to accomplish in further development of this element?
- 20. How will you share the work accomplished in this element?
- 21. Provide a one-year timeline of major activities from July 1, 2010 to June 30, 2011.

#### NEED

In 1997, San Clemente High School (SCHS) took advantage of a program offered by the California Department of Education designed to help at-risk students be more successful in High School and formed the Automotive Technology Partnership Academy (ATPA). The program was modeled after the idea of small learning communities, and utilized a tie in between Career and Technical Education (CTE) courses and core academic subjects. The academy's mission was to help the at-risk students of SCHS improve attendance, grades, and increase graduation rates.

As the academy has developed and expanded, the concept of helping students become industry certified became a greater goal for the academy. Currently, careers in the automotive industry are certified by the Automotive Service Excellence (ASE) sanctioning body. Individuals can be certified in eight automotive repair fields, service writing, collision repair, part sales and inventory, as well as large truck and school bus repair. In order to be certified, Individuals must possess two years of full time work experience, participate in a two year internship program, or have one full year of work experience and two years of secondary or post-secondary education.

It is our goal to develop a program that will allow our students to be industry certified upon high school graduation. We already offer a three year comprehensive automotive training program, but it is our intention to use this grant to expand our program into one which will help our students become industry certified. This would include creating a year long employment program in which students can participate during their senior year to meet the employment requirement of ASE certification. It would also allow us to purchase the equipment necessary to increase students skills set and increase the likelihood of them passing one or more tests.

## 1. List at least two sequential courses offered in grades eleven and twelve in the pathway identified.

We currently offer three sequential courses for students in eleventh and twelfth grades. The first course is a continuation of a basic automotive course that students take in tenth grade. It is our systems course, and goes into detail about the various automotive subgroups, including the drivetrain, brake, cooling, electrical, and fuel systems. Students in this course learn a variety of vehicle repairs, including routine service, engine repair, and component replacement. We also have a career exploration component to the course, exploring national certification in the automotive field, as well as the wide array of jobs that can be found in this area. Students are required to attend a job shadowing experience where they visit a local business and shadow a professional in the workforce to see what their job entails.

At the end of their junior year, students have the option of participating in a summer internship program, which is offered in partnership with our local regional occupational program (ROP), Capistrano-Laguna ROP. Students complete a five week, 78 hour on the job unpaid internship training. During this time they not only gain hands on experience

and increase their skill set, they also learn employability skills like appropriate behaviors and attitude, how to follow directions, timeliness, and appropriate dress. This internship also allows students to get a real feel for what it would be like to work in the automotive field, and can help them decide if this is a career path they truly want to pursue.

In their senior year, students take our final course, which focuses on troubleshooting and advanced diagnostics. Students learn to identify the root causes of a variety of automotive problems, as well as the correct procedures for fixing them. Students learn to use the same tools that industry professions do, including repair databases, computerized scan tools, and other electrical equipment, in addition to a standard assortment of hand tools.

## 2. List at least two postsecondary advanced courses offered in the same sequence of courses for the pathway identified.

Currently, students attending San Clemente High School have the option of continuing their coursework in automotive technology at Saddleback College (SC), located less than ten miles from our campus. SC offers 26 automotive courses, including hybrid technology, brakes, steering and suspension, HVAC, and advanced engine building. All courses available at SC are a natural extension of the coursework offered at our school as those topics are introduced to our students during their tenure at San Clemente High School.

## 3. Describe how an articulation agreement was developed by the secondary and postsecondary partners in the pathway identified. Attach as a supplemental page to this application a copy of at least one signed articulation agreement between the secondary and postsecondary partners in the pathway identified.

At present, we have an articulation agreement with Saddleback College for our first year automotive course, which students take as a sophomore. Any student receiving a grade of A or B both semesters in this class can, upon application to the college, receive three units of college credit, and are exempt from taking the prerequisite automotive course at that post-secondary institution. SC and SCHS meet officially once a year to discuss curriculum as it relates to the agreement, however the chair of the Automotive Technology Department at Saddleback College (with whom we have the agreement) also sits on the SCHS Auto Academy advisory committee, which meets three other times during the year. He is available at those times to make recommendations as they pertain to that course.

The Chair of Automotive Technology at Saddleback College believes that it should be possible to develop at least one additional articulation agreement during the term of this program. Only one other high school in the region has a second articulated automotive course, but it is our belief that with little or no curricular changes, a second agreement can be formulated. Development of this second agreement will be a significant goal of the program this year.

## 4. How many partners do you have and who are they? Secondary? Postsecondary? Business and Industry?

The SCHS auto academy currently has over 20 business partners, encompassing a variety of different automotive areas. Some of these local business partners include:

SCHS Auto Academy Local Partners	Specialty	Location
Allen Cadillac	Auto Dealership	Laguna Niguel
Capistrano Ford	Auto Dealership	San Juan Capistrano
Santa Margarita Ford	Auto Dealership	Rancho Santa Margarita
Hyundai Motor America	Corporate Headquarters	Fountain Valley
Topping Interests	Custom Fabrication	Costa Mesa
CAARS Alignment & Auto Repair	General Repair	San Juan Capistrano
Auto Medic	General Repair	San Clemente
Holley's Tire Service	Tires, Brakes and Alignment	San Clemente
Beach Cities Auto Collision	Body Repair	San Clemente
Rod's Muffler	Mufflers	San Juan Capistrano
High Tech Auto	General Repair, Mufflers	Aliso Viejo
Dave Wert Automotive	General Repair	San Clemente
Shadetree Automotive	General Repair	San Clemente
Ferrari of Newport Beach	Auto Dealership	Costa Mesa
Hilborn Fuel Injection	Auto Parts	Aliso Viejo
Orange County Automobile Dealers	Automotive Dealers	Costa Mesa
Association	Association	
Swift Engineering	Design & Manufacturer	San Clemente

At the secondary level, the Academy collaborates with two other high schools in the district, Aliso Niguel High School and Capistrano Valley High School, and we work closely with several other high schools in the vicinity as part of our preparation for local and national automotive troubleshooting competitions. We currently have three post secondary partners, which include South Orange County Community College District (SOCCCD), Universal Technical Institute (UTI), and Wyotech. Our local ROP is also involved by providing our summer internship program as described earlier.

## 5. What is the purpose of this consortium?

The Academy faculty and staff meet with representatives from local business, post secondary institutions, and our local ROP, as well as with parents of our students three times per year to advise our program and make recommendations for future improvement. This can include curriculum changes, purchases, or fundraising opportunities. We are also planning to add several new business partners in the coming year.

Many of our business partners also provide the job sites for both our job shadow program, and our summer internships. In the past they have also donated tools and equipment to our program. It is our intention to forge a partnership with these business partners that will create an opportunity allowing them to employ our students during their senior year thus enabling our graduating students to gain ASE certification.

### 6. What are the goals of the consortium?

The goal of the consortium is to offer guidance to the SCHS Auto Academy program and make it as effective as possible by ensuring that the program is implementing the most industry-relative curriculum, while also tending to the best interests of our students. This includes providing the supplemental educational services and opportunities which enrich the students learning experience, such as tutoring, access to guest speakers from various careers and post secondary options, as well as help with the college admissions process. Furthermore, because we are training the potential future employees of these companies, it is important that the consortium partners provide us with input on the proper skill sets they require of their employees.

## 7. Why did you select the pathway identified?

San Clemente High School currently offers a comprehensive automotive technology program. However, the consortium feels that by giving our students the opportunity to become industry certified, it will greatly increase their ability to gain employment after high school. ASE is a nationally recognized certifying body, and having that certification not only opens doors for potential employees, it increases the potential pay for an employee. Currently, most dealerships in Orange County offer a minimum of one dollar per hour more for each certification an employee receives, and an additional bonus if an employee gains all the certifications in their field. The average salary for an automotive technician in Orange County is \$37,092 (EDD, 2010), and fully certified technicians can earn \$120,000 a year. (Giasone, 2010)

## 8. What employment data did you use in selecting the pathway?

The consortium spoke with members of industry and identified a growing need for trained automotive technicians in the near future. This sentiment is evidenced in the data available from the California Employment Development Department (EDD), which

expects a 15.3% growth in the number of automotive technician jobs in Orange County through 2016. (EDD, 2010)

## 9. Are your business and industry partners connected to the pathway selected?

All of our business and industry partners are directly linked to the automotive industry, and act as potential employers for our students. Furthermore, due to the fact all of these industry partners are less than 30 miles from San Clemente High School, our students are able to readily travel to these locations. Additionally, all of our partners are open hours outside of the school day allowing students to work without having to disrupt their class schedule. In the future it may be necessary to add additional partners as demand for employment grows. We will look to our current partners to provide vital links to other businesses that may provide jobs for our students in the future.

## 10. How will you utilize business and industry partners in developing the pathway?

It is vital to gain input from business and industry partners as to what skills they would like us to teach in the classroom so that students are better prepared to work in the automotive industry. Furthermore, since these same partners have the potential to act as employers, it will be critical for them to participate in developing the pathway so that there are enough jobs available to meet the demands of the students. The potential to adapt the curriculum to suit their needs exists also, as our current program might not satisfy all of their needs. It will thus be necessary to work closely with these partners so that the needs of all parties are being met.

## 11. Describe the potential employment opportunities in the pathway.

According to the labor statistics available from California EDD, there is an expected increase of 15.3% in the number of jobs for automotive technicians in Orange County from 2006 to 2016. In California as a whole, there is a 14.2% projected increase for the same time period. 15,800 job openings are expected in this field in California during this time period. (EDD, 2010)

## 12. How do you work with consortium members to develop, review, and align curriculum for the pathway?

Consortium members meet a minimum of three times a year in the form of an advisory committee to discuss curriculum matters, including what topics to cover, integrating workplace skills, and equipment to purchase. The Director of the ATPA also meets with members individually several more times during the year to discuss topics like articulation, job shadowing, and internships, all of which are part of our curriculum.

Our program relies heavily on input from our advisory committee to insure we are providing the necessary curriculum for our students to be successful in the automotive

5

industry. But we also meet with other partnership academies a minimum of twice a year to discuss best practices and to see models of other programs. Our program is currently aligned with California Department of Education standards, but we would like to work more closely with our transfer institutions, especially Saddleback College, to insure the curriculum being taught covers the subject matter necessary to provide a seamless transition. Furthermore, to maintain a high level of instructor competence, the consortium would like to implement additional instructor trainings to foster teacher development and improve instructional skills at both the secondary and post secondary levels.

## 13. How will you ensure that all elements of a quality program of study are included in the program of study you will be developing and modeling?

In order to effectively implement the program, our consortium has recommended the hiring of a full time employee to secure all the necessary steps for implementation of our chosen element. That will include securing places of employment, supervising and evaluating students on the job site, recordkeeping, ensuring students receive school credit for their employment, helping students register for the ASE tests, and building and maintaining relationships with members of industry.

## 14. What steps will you take to implement the program of study developed?

Another step we will take will be to meet regularly to discuss specifically the effectiveness of the program as it pertains to getting students ASE certified. This will include examining the data as to how many students are achieving ASE certification, and making improvements to the program to better that outcome, if necessary. This data will be collected through post graduation follow-up interviews with students at one and four year intervals after their high school graduation.

## 15. Describe how you will present your work at two professional development activities beyond the local level.

As a partnership academy, we meet yearly at the state level with other academies to, among other things, share ideas and gain training on the latest educational trends. This would be the perfect place to model our program as I believe industry certification is an essential step in improving the employability of students at all academies. This presentation would take the form of a seminar presented by the ATPA Director to other Partnership Academy Directors from throughout the state. The seminar would include a power point presentation that would be available electronically for people to view at a later date who did not have the opportunity to see the presentation fist hand, or who wished to review the information presented.

Members of the consortium also plan to present this program at the yearly California Automotive Teacher's conference. With the large number of expected job openings in the automotive field in California alone in the next few years, it is imperative that other schools implement similar programs to help their students gain certification.

## 16. Identify the steps you will use to share your work with other consortium members in the local area and region.

Our consortium members plan to meet at the end of each semester to discuss specifically the effectiveness of the program as it pertains to getting students ASE certified. This will include examining the data as to how many students are getting certified and making improvements to the program to better that outcome if necessary. Each consortium member will then meet with people in their specific area two other times over the course of the year to share the outcomes and effectiveness of the program, as well as to garner support and solicit recommendations. Furthermore, the ATPA and Saddleback College both have websites which could be used to present this data to a wider audience. In this way we also hope to promote similar programs throughout the state.

## 17. Describe steps to be taken to ensure that the work completed will be posted on the CTE On-Line Web site administered by the Butte County Office of Education.

Currently, San Clemente High School is in the process of posting their entire curriculum on the California Partnership Academy website. Once updates to that electronic document have been made to include this proposed program, it will be a simple matter to post it on the CTE website.

## 18. Describe rationale for selecting the additional element you identified.

In speaking with our consortium partners in the industry, ASE certification has been the most common recommendation made when we ask how students can be more employable. And since our existing program already incorporates the educational component necessary for industry certification, helping students to gain the requisite work experience for certification is the next natural step in the development and improvement of our program.

## 19. What do you hope to accomplish in further development of this element?

It is our goal to have every student who graduates from the automotive program at San Clemente High School be ASE certified in at least one task area, maintain employment after graduation, and continue their education at the post secondary level so that they can gain certification in all areas and become a master technician.

## 20. How will you share the work accomplished in this element?

In addition to sharing information among members of the community, we also plan to share this information with our school board and other District personnel. We will also use our contacts in the local media, including the Orange County Register, to further promote the program, and hopefully attract more employment opportunities for our students. Outreach programs in both the CUSD and at Saddleback College will feature

our program, making sure that parents and students are well informed about opportunities, pathways, and requirements in this high wage, high demand industry. We will, in particular, reach out to non-traditional students by having a part-time female project specialist, who will be employed by Saddleback College as a result of this grant, make presentations to women about the many opportunities available to them in the automotive industry. Furthermore, this project specialist will also reach out to students at the middle school level by making presentations at area schools, in order to increase future recruitment.

## 21. Provide a one-year timeline of major activities from July 1, 2010 to June 30, 2011.

Students will begin by participating in a five week internship session provided through our local ROP. Our business and industry partners will provide the internship locations. Any student over the age of 16 is eligible. This experience counts toward their certification. At the end of the internship session, we will begin lining up incoming seniors with potential employers. Job placements will be finalized by the time students return to school.

In September, students return to school and enroll in their grade appropriate automotive class. The curriculum for these classes was discussed previously (page 1, question 1). Students in the twelfth grade should be working in the afternoons and on weekends. They will receive high school credit for this work experience through our local ROP, allowing them to take a truncated schedule. Students in the eleventh grade will follow their curriculum, and will begin meeting with local businesses in the form of guest speakers to be presented with information about different kinds of employment. Students at the tenth grade level will be introduced to the program as a whole, along with expectations for the coming years.

As students in the twelfth grade attain their eighteenth birthdays, they will be eligible to begin taking their ASE certification tests, which are offered four times a year. However, their certificates will not be issued until they have completed one year of work experience, which should be commensurate with the end of the school year. Thusly, they will be encouraged to wait until the end of their senior year to take the tests so as to be better prepared.

In March, students in the tenth and eleventh grades will participate in a one day job shadow experience to gain insight into automotive careers, and to begin thinking about where they may want to intern. Our business and industry partners will provide the time and personnel for the job shadow experience. At the same time, students in the twelfth grade will begin a course of examination preparation to help them prepare for their ASE certification tests. During this time we will also begin registering twelfth grade students at Saddleback College to continue their automotive education, help them prepare a resume, and examine whether or not their current employment can continue after graduation. In May, at the commencement of their senior year, all students who have reached their eighteenth birthday will be eligible to take their ASE certification tests. Students will be expected to take these tests, and should have the skill sets necessary to pass them. At this time students should also be ready to transition to a post-secondary institution, and should have viable employment options for after graduation.

Timeframe	Goal	Activities
July 1 Sept. 2010	Preparation for senior employment placements	<ul> <li>Establish senior student database</li> <li>Make contacts with potential partners</li> <li>Establish work experience course on the master schedule.</li> </ul>
July, 2010	Gain work experience for ASE certification	<ul> <li>Juniors and seniors participate in summer internship</li> </ul>
Sept. 2010 – June 2011	Gain classroom experience for ASE certification	<ul> <li>Sophomores, juniors, and seniors enroll in grade level appropriate courses</li> </ul>
Sept. 2010 – June 2011	Gain work experience for ASE certification	<ul> <li>Seniors employed in the afternoons and receive school credit</li> </ul>
March, 2011	Explore automotive careers	<ul> <li>Sophomores and Juniors participate in job shadow experience</li> </ul>
May, 2011	Obtain ASE certification	<ul> <li>Eligible seniors take ASE certification tests</li> </ul>

#### Sources

http://www.ocregister.com/articles/high-228957-students-automotive.html

http://www.labormarketinfo.edd.ca.gov/aspdotnet/SupportPage/AllOESWage.aspx?s occode=493023

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http://www.labormarketinfo.edd.ca.gov/OccGuides/Summary.aspx?Soccode=493023 &Geography=0601000000

http://www.labormarketinfo.edd.ca.gov/cgi/databrowsing/occExplorerQSDetails.asp? searchCriteria=automotive+technician&careerID=&menuChoice=occExplorer&geog Area=0604000059&soccode=493023&search=Explore+Occupation CALIFORNIA DEPARTMENT OF EDUCATION Secondary, Career, and Adult Learning Division CDE 101TP-A (1/10) CAREER TECHNICAL EDUCATION APPLICATION Carl D. Perkins Career and Technical Education Improvement Act of 2006

Program Year: 2010 - 2011

#### BUDGET AND EXPENDITURE SCHEDULE TECH PREP DEMONSTRATION SITE GRANT

Local Educational Age	ncy (LEA):	Capistrano Unified School		
LEA County/District Co	de: <u>30/664</u>	164		
Authorized Signature:				Date:
Budget: Indirect Cost Rate: Maximum Indirect /	3.11%		Select One ORIGINAL BUDGET REVISION DATE:	
	Objec	t of Expenditure Classifications	Budget	
	1000	Certifcated Salaries	\$0	
	2000	Classified Salaries	\$41,722	
	3000	Employee Benefits	\$21,215	
	4000	Books/Supplies	\$19,047	
	5000	Services/Operating Expendituires	\$15,000	
	Subtotal	Subtotal	\$96,984	
	Indirect	Indirect Costs	\$3,016	
	6000	Capital Outlay	\$0	
	TOTAL	Total:	\$100,000	

See instructions on page 13 of the Carl D. Perkins Career and Technical Education Improvement Act of 2006 Tech Prep Demonstration Site Grant 2010-11 Request for Applications.

## **Budget Narrative**

Object Code	Description of the Budget Category
1000	Certificated Salaries: None
2000	Classified Salaries: \$41,722
	This person's duties will include, but are not limited to: overseeing students on the job site, building and maintaining contacts with employers so as to provide job sites for students, recruiting students into the program, putting the program curriculum on the Butte County Office of Education website, presenting the program to other agencies throughout the year, and helping students register and prepare for their ASE tests.
3000	Employee Benefits: \$21,215
	Benefits for the employee previously identified.
4000	Books and Supplies: \$19,047
Í	In order to prepare students for the ASE certification tests, and to provide training for the workforce, we will be purchasing industry-related tools and equipment. These include, but are not limited to: hand tools, a brake lathe, a vehicle lift, diagnostic scan tools, and repair software. We also plan to purchase ASE practice tests and preparation manuals for use with the students.
5000	Services and Other Operating Expenditures: None
	Travel and Conference: \$3000
	Travel to various state-wide conferences to present the program to other agencies.
	Contracting Services: \$12,000
	Funds will be made available to our post-secondary partner, Saddleback College, for use in recruitment, providing education and awareness about careers to students in lower grade levels, and internship and job placement at the post-secondary level.
6000	Capital Outlay: None
7000	Indirect Cost: \$3016 (based on 3.11%)

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

May 11, 2010

TO:	Anna Bryson, President and Members Board of Trustees, Capistrano Unified School District
FROM:	Ron Lebs, Deputy Superintendent, Business & Support Services 🐺
SUBJECT:	APPROVAL OF CONSULTING AGREEMENTS, PURCHASE ORDERS, AND COMMERCIAL WARRANTS

## BACKGROUND INFORMATION

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

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#### **CURRENT CONSIDERATIONS**

This agenda item presents for Board approval the attached lists of consulting agreements, Exhibit A, purchase orders, Exhibit B, and commercial warrants, Exhibit C. Exhibit D is a list of previously Board approved bids and contracts to assist in the review of the purchase order and warrant listings. The purchase orders total \$1,489,160.77; the warrants total \$11,302,159.26.

### FINANCIAL IMPLICATIONS

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

### STAFF RECOMMENDATION

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

Contract documents are on file in the Purchasing Department. \*Amendment to increase original contract dollar amount to provide further service. \*\*Amendment to increase term of contract.

	General/Gift	Additional funds for art instruction schedule 3/18/2010 changes at Wood Canyon elementary - original PO General/Gift 292362		3/18/2010	\$58.00 *	Meet the Masters	C0809007
đ	General Fund	5/11/2010 Additional funds for general legal services	5/11/2010	5/11/2010	\$20,000 *	Luce, Forward, Hamilton & Scripps LLP	C0910059
ц Ц	General Fund	6/30/2010 Physical therapy assessment for CUSD students as directed by Special Education administration		3/1/2010	\$1,250	Joy for Kids Physical Therapy, Inc.	10910134
	General Fund	Psychoeducational Assessments of CUSD students 6/30/2010 as requested by District for Independent Educational Evaluation	6/30/2010	3/1/2010	\$3,000	Michael Elliott	10910133
<u>ц</u>	General Fund	6/30/2010 Additional funds for services regarding the Orange County Committee on school district organizatoin		\$7,235 * 10/24/2009	\$7,235 *	Law Offices of Phillip B. Greer	C0910081
	General Fund	1/10/2010 Fact Finding Client Service for CUSD Personnel Services	1/10/2010	1/10/2010	\$18,497 *	School Services of California	C0910126
los	FUNDING SOURCE	SERVICES	END DATE	START DATE	AMOUNT	NAME	CONTRACT NO.

## CAPISTRANO UNIFIED SCHOOL DISTRICT San Juan Capistrano, California

May 11, 2010

CONSULTANT AGREEMENT LISTING 2009-10

\*\*Amendment to increase term of contract.

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

Contract documents are on file in the Purchasing Department.

10910128	C0910030	C0910126	C0910015	C0809007
Action Learning Systems, Inc.	Westshield Adolescent Services	School Services of California	Paul Alan Dores, PhD	Meet the Masters
\$12,000 *	\$20,000 *	\$919 *	\$600 *	\$2,669 *
3/11/2010	5/11/2010	2/1/2010	5/1/2010	5/11/2010
	6/30/2010	2/19/2010	5/1/2010	
6/30/2010 Accountability coaching for teachers at Marco Forster Middle School	6/30/2010 Transportation Escort Services to CUSD students attending RTC out of state on an as needed basis	2/19/2010 Fact Finding Client Service for CUSD Personnel Services	5/1/2010 Presenter at parent/teacher workshop about special education	5/11/2010 Additional funds (final payment) for art instruction at Tijeras Creek elementary
General Fund/Title I	General Fund/Special Education	General Fund	Workability Grant Funds	РТА

## CAPISTRANO UNIFIED SCHOOL DISTRICT San Juan Capistrano, California

May 11, 2010

**CONSULTANT AGREEMENT LISTING 2009-10** 

NO.

CONTRACT

NAME

AMOUNT

START DATE

END DATE

SERVICES

FUNDING SOURCE

10910056

NMG Geotechnical

\$4,905 \*

3/24/2010

Additional funds for survey and geotechnical 3/24/2010 monitoring of retaining wall adjacent to Niguel Hills Middle School

General Fund

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

Contract docu

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ndment to increase original contract dollar amount to provide fin	act documents are on file in the Purchasing Department.
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NONTRACT NO.NAMEAMOUNTSTART DATEEND DATESERVICESFUNDING SOURCEQ010015Paul Alan Dores, PhD\$5,000 *\$111/2010Additional funds to conduct training workshops, autistic students, including overview and autistic students, including overview and possibility consultation regarding all phases of the DistrictGeneral Fund/Special funds to provide occupational therapy funds to provide occupational therapy funds to provide occupational therapyGeneral Fund/Special funds to provide occupational therapy funds to provide occupational therapy funds to provide occupational therapy funds to provide occupational therapyGeneral Fund/Special funds/Special funds to provide occupational therapy funds for communication funds for communications, publicGeneral Fund/Special funds for communication funds for tutoring services at San Juan fund funds for tutoring services at San Juan fund funds for tutoring services at San Juan funds for tutoring services at San Juan fund funds for tutoring services at San Juan fund fund funds for tutoring services at San Juan fund fund fund for services at San Juan fund fund fund fund fund fund fund for s		<del>- н</del>		<u> </u>	0		70
ME         AMOUNT         START DATE         END DATE         SERVICES           Alan Dores, JAlan Dores, Alan Dores, JAlan Dores, Alan Dores, JALAN         \$5,000 *         \$11/2010         S/11/2010         Additional funds to conduct training workshops, assist District in evaluation and assessment of consultation regarding all phases of the District autism services program.         Additional funds to provide occupational therapy autism services to CUSD students. Including overview and consultation regarding all phases of the District autism services to CUSD students.         F           Ific Pediatric rapy Services, oources for ources for oouses for oouses for.         \$5/11/2010         \$5/11/2010         Additional funds to provide occupational therapy \$12/2010         G         Additional funds for communication counsel to engagement and community relations, public engagement and community relations, public ob v NCLB         G           DBA masum         \$17,162 *         \$/11/2010         G/30/2010         Additional funds for tutoring services at San Juan by NCLB         Additional funds for tutoring services at San Juan by NCLB         Additional funds for tutoring services at San Juan by NCLB	0910116	0910118	20910097	0910022	0910002	0910015	CONTRACT
START DATE         END DATE         SERVICES           DATE         Additional funds to conduct training workshops, assist District in evaluation and assessment of onsultation regarding all phases of the District autism services program.         Additional funds to provide occupaitonal therapy attism services program.         Fill/2010           000 *         5/11/2010         5/11/2010         Additional funds to provide occupaitonal therapy services to CUSD students         Fill/2010           000 *         5/11/2010         5/11/2010         Additional funds to provide occupaitonal therapy services to CUSD students         Fill/2010           000 *         5/11/2010         6/30/2010         Additional funds for communication counsel to crustor regarding community relations, public engagement and communications         Maditional funds for tutoring services at San Juan and Las Palmas Elementary schools as mandated by NCLB           6/30/2010         Additional funds for tutoring services at San Juan by NCLB         Juan	Spectrum Solutions, LLC DBA Mathnasium	Teach-n-Tutor, Inc.	Communication Resources for Schools	Pacific Pediatric Therapy, Inc.	Orange County Therapy Services, Inc.	Paul Alan Dores, PhD	NAME
STARTEND DATESERVICESDATEAdditional funds to conduct training workshops, assist District in evaluation and assessment of outsistic students, including overview and consultation regarding all phases of the District autism services program.5/11/20105/11/2010S/11/2010Additional funds to provide occupaitonal therapy services to CUSD students5/11/20105/11/2010Additional funds to provide occupaitonal therapy services to CUSD students5/11/2010Additional funds to provide occupaitonal therapy services to CUSD students5/11/20106/30/2010Additional funds for communication counsel to engagement and communications, public engagement and communications5/11/20106/30/2010Additional funds for tutoring services at San Juan and Las Palmas Elementary schools as mandated by NCLB5/11/20106/30/2010	\$17,162 *	\$4,038 *	\$15,000 *	\$5,000 *	\$52,000 *	\$5,000 *	
SERVICES         Additional funds to conduct training workshops, assist District in evaluation and assessment of autistic students, including overview and consultation regarding all phases of the District autism services program.         Additional funds to provide occupaitonal therapy services to CUSD students       4         Additional funds to provide occupaitonal therapy services to CUSD students       4         Additional funds to provide occupaitonal therapy services to CUSD students       4         Additional funds for communication counsel to CUSD regarding community relations, public engagement and communications       4         Additional funds for tutoring services at San Juan and Las Palmas Elementary schools as mandated by NCLB       4		5/11/2010	3/29/2010	5/11/2010	5/11/2010	5/11/2010	START DATE
	6/30/2010	6/30/2010	6/30/2010	5/11/2010	5/11/2010	5/11/2010	
FUNDING SOURCE	Additional funds for tutoring services at San Juan and Las Palmas Elementary schools as mandated by NCLB	Additional funds for tutoring services at San Juan and Las Palmas Elementary schools as mandated by NCLB	Additional funds for communication counsel to CUSD regarding community relations, public engagement and communications	Additional funds to provide occupaitonal therapy services to CUSD students	Additional funds to provide occupaitonal therapy services to CUSD students	Additional funds to conduct training workshops, assist District in evaluation and assessment of autistic students, including overview and consultation regarding all phases of the District autism services program.	SERVICES
	General Fund/Title	General Fund/Title	General Fund	General Fund/Spec Education	General Fund/Speci Education	General Fund/Speci Education	FUNDING SOUR

# CONSULTANT AGREEMENT LISTING 2009-10 May 11, 2010

CAPISTRANO UNIFIED SCHOOL DISTRICT San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT San Juan Capistrano, California

May 11, 2010

CONTRACT			ONSULTAN]	AGREEME	CONSULTANT AGREEMENT LISTING 2009-10	
CONTRACT	NAME	AMOUNT	DATE	END DATE	SERVICES	FUNDING SOURCE
10910117	Professional Tutors of America	\$8,076 *	5/11/2010	6/30/2010	Additional funds for tutoring services at San Juan 6/30/2010 and Las Palmas Elementary schools as mandated by NCLB	General Fund/Title I
C0809150	PJHM Architects	\$11,348 *	5/11/2010	6/30/2010	6/30/2010 Additional funds for labor and material for stadium project at San Juan Hiils High School	General Fund
C0809161	Bowie Arneson Wiles & Giannone	\$12,800 *	3/11/2010		Additional funds to review the formation and bond 6/30/2010 transcript documents for eight community facility districts (CFD)	Mello Roos
C0910059	Luce, Forward, Hamilton & Scripps LLP	* 000,05\$	6/8/2009		6/30/2010 Additional funds for general legal services	General Fund
10910136	KOCE-TV Foundation/KOCE Classroom	\$5,468	5/11/2010		Television broadcasting and consulting services 8/31/2011 CUSD school sites as determined by CUSD Technology staff	Enhancing Education Through Technology Grant

EXHIBIT A (4 of 4)

Contract documents are on file in the Purchasing Department. \*Amendment to increase original contract dollar amount to provide further service. \*\*Amendment to increase term of contract. 01 CAPISTRANO CFD DISTRICT J13206 POBORDCS H.00.01 04/21/10 PAGE 1 BOARD LISTING

Board of Trustees Purchase Order Listing \*======= Fiscal Year: 2009-10 =======\* Board of Trustees Meeting....MAY 11, 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
4848 4849 4850 4851 4852	98 93 89 91 98	COUNTY OF ORANGE US BANK NATIONAL ASSOCIATION BONDLOGISTIX LLC BONDLOGISTIX LLC BONDLOGISTIX LLC	LndSpprt/Fac Acq /SJHHS Serv&Op /Fac Acq /Dstrctwd Serv&Op /Fac Acq /Dstrctwd Serv&Op /Fac Acq /Dstrctwd Serv&Op /Fac Acq /Dstrctwd Serv&Op /Fac Acq /Dstrctwd	11,305.49 4,205.00 9,000.00 2,250.00 2,250.00

5 Purchase Orders \$29,010.49

68 CAPISTRANO UNIFIED SCHOOL DIST J13203 POBORDCS H.00.01 04/21/10 PAGE 1 BOARD LISTING

> Board of Trustees Purchase Order Listing \*====== Fiscal Year: 2009-10 =======\* Board of Trustees Meeting....MAY 11, 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
======= 294758	===== 70	NASCO WEST	Serv&Op /Enterprs/Dstrctwd	280.14
294759	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/OsoGrand	35,750.00
294760	1	LIBERTY FLAGS	SplsNonI/Sch Adm /SJHHS	60.20
294761	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/SJHHS	1,442.92
294762	1	GOLF TEAM PRODUCTS	InstMtls/CurAthlt/ANHS	532.85
294763	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/SJHHS	158.29
294764	l	ALISO VIEJO GOLF CLUB	InstMtls/CurAthlt/ANHS	522.00
294765	1	SAN DIEGO COUNTY OFFICE OF ED	CnfrNonI/SupvAdmn/Dstrctwd	99.00
294766	1	CDE SPECIAL DEPOSIT FD50703830	Conf:Ins/Instrctn/Dstrctwd	150.00
			CnfrNonI/SupvAdmn/Dstrctwd	300.00
294767	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Las Palm	1,191.00
294768	1	DELL COMPUTER	NonCapEq/Instrctn/Tijeras	3,731.75
294769	l	MISSION SAN JUAN CAPISTRANO	FieldTrp/Instrctn/Bergeson	728.00
294770	l	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/FNMS	100.00
294771	1	DELL COMPUTER	NonCapEq/Instrctn/Tijeras	7,463.49
294772	1	DELL COMPUTER	NonCapEq/Instrctn/Tesoro	664.67
			NonCapEq/Enterprs/Tesoro	923.55
294773	1	DELL COMPUTER	NonCapEq/Enterprs/FNMS	1,916.33
294774	l	SPECIALIZED TRANSPORTATION INC	Serv&Op /Instrctn/VarSites	336.00
294775		VOID	VOID	0.00
294776	1	GUITAR CENTER EL TORO	InstMtls/Instrctn/SJHHS	54.35
294777	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/ANHS	234.90
294778	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/CVHS	275.00
294779	1	CAMCOR INC	NonCapEq/Instrctn/SJHHS	3,353.13
294780	1	TROXELL COMMUNICATIONS INC	SplsNonI/Enterprs/LadraElm	292.57
294781	1	TROXELL COMMUNICATIONS INC	SplsNonI/Enterprs/Lgna Nig	403.64
294782	1	BLIND CHILDRENS LEARNING CTR	NPS /NPS /Dstrctwd	1,800.00
294783	1	WESTERN PSYCHOLOGICAL SERVICES	SplsNonI/PsychSer/Dstrctwd	2,938.56
294784	1	PEARSON	SplsNonI/PsychSer/Dstrctwd	5,023.13
294785	l	PHONAK INC	SplsNonI/HlthServ/Dstrctwd	893.53
294786	1	GOODWILL IND OF O C	Serv&Op /GuidCnsl/Dstrctwd	242.50
294787	12	SCHOLASTIC INC	InstMtls/Instrctn/Dstrctwd	417.32
294788	1	US TOY COMPANY INC	InstMtls/Instrctn/Las Palm	298.80
294789	1	SPINITAR	InstMtls/Instrctn/Kinoshta	2,258.83
294790	12	OFFICE DEPOT	SplsNonI/Sch Adm /Dstrctwd	5,000.00
294791	1	IMAGE 2000	SplsNonI/Sch Adm /GrgWhite	1,780.44
294792	1	IMAGE 2000	InstMtls/Instrctn/Wagon Wh	500.00
294793	1	SEHI COMPUTER	InstMtls/Instrctn/Palisade	94.06
294794	1	DELL COMPUTER	InstMtls/Instrctn/Don Juan	34,180.79
294795	1	SCANTRON	InstMtls/Instrctn/Las Palm	110.84
294796	1	OCDE/MEDIA SERVICES	InstMtls/Instrctn/San Juan	80.41
294797	1	SIGNS AND CREATIONS UNLIMITED	SplsNonI/Sch Adm /San Juan	289.89
294798	1	DISCOUNT SCHOOL SUPPLY	InstMtls/SDCInstr/Dstrctwd	15.32
294799	l	SCHOLASTIC INC	InstMtls/SupvAdmn/Dstrctwd	10,597.50
294800	1	KWIK-WAY PRODUCTS INC	InstMtls/Instrctn/ANHS	218.58

68 CAPISTRANO UNIFIED SCHOOL DIST J13203 POBORDCS H.00.01 04/21/10 PAGE BOARD LISTING

> Board of Trustees Purchase Order Listing \*======= Fiscal Year: 2009-10 =======\* Board of Trustees Meeting....MAY 11, 2010

PO No.	Fund	Vendor	Description	Amount
 294801	1	ADVANCED EXERCISE EQUIPMENT	InstMtls/CurAthlt/SJHHS	3,859.54
294802	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Dstrctwd	78.58
294803	1	SUPER DUPER INC.	InstMtls/SDCInstr/Dstrctwd	130.07
294804	l	SUPER DUPER INC.	InstMtls/SDCInstr/Dstrctwd	38.01
294805	l	DYNAVOX SYSTEMS INC	InstMtls/SDCInstr/Dstrctwd	19.58
294806	1	PRENTKE ROMICH COMPANY	InstMtls/SEOthIns/Dstrctwd	215.75
294807	1	DYNAVOX SYSTEMS INC	InstMtls/SEOthIns/Dstrctwd	31.54
294808	1	MCGRAW-HILL/SRA	InstMtls/SDCInstr/Marblehd	260.92
294809	1	MCGRAW-HILL/SRA	InstMtls/RSPInstr/ArroyoMS	280.13
294810	1	WESTESCO	NonCapEq/Instrctn/ANHS	8,622.41
294811	1	POSITIVE PROMOTIONS	InstMtls/Instrctn/San Juan	61.98
294812	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/Bus/Fisc/Dstrctwd	375.00
294813	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Tesoro	456.09
294814		VOID	VOID	0.00
294815	1	CHENG & TSUI CO INC	K-12Text/Instrctn/SCHS	5,370.99
294816	1	GALE/CENGAGE	K-12Text/Instrctn/Tesoro	300.00
294817	1	NASCO WEST	InstMtls/Instrctn/SMS	2,140.29
294818	1	CREATIVE IMAGES	Serv&Op /Pub Info/Dstrctwd	200.00
294819	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/Crn Vlly	2,825.69
294820	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/Don Juan	2,407.00
294821	12	OCDE/MEDIA SERVICES	InstMtls/Instrctn/Dstrctwd	100.00
294822	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/RH Dana	2,504.88
294823	1	RENAISSANCE LEARNING	InstMtls/Instrctn/Hiddn Hl	121.22
294824	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Ambuehl	3,900.00
294825	12	MACGILL DISCOUNT NURSE SUPPLY	SplsNonI/Sch Adm /Dstrctwd	76.35
294826	1	BARRETT-ROBINSON INC	Rntl:Oth/RR:Bldgs/Dstrctwd	234.14
294827	1	US BANK NATIONAL ASSOCIATION	Serv&Op /FacPlann/Dstrctwd	825.00
294828	1	US BANK NATIONAL ASSOCIATION	Serv&Op /FacPlann/Dstrctwd	770.00
294829	1	UNISOURCE	SplsNonI/Custodil/CVHS	1,761.42
294830	1	WAXIE	SplsNonI/Custodil/Dstrctwd	6,000.00
294831	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
294832	1	CONSOLIDATED ELECTRICAL DISTR	SplsNonI/RR:Bldgs/Dstrctwd	10,000.00
294833	1	WAXIE	SplsNonI/RR:Bldgs/Dstrctwd	494.33
294834	1	O'CONNELL LANDSCAPE MAINT	Rntl:Oth/RR:Bldgs/OsoGrand	890.00
294835	14	COLLINS & AIKMAN	SplsNonI/RR:Bldgs/Dstrctwd	10,977.60
294836	1	NASCO WEST	InstMtls/Instrctn/DJAMS	1,355.17
294837	1	MOBILE COMMUNICATION REPAIR	SplsNonI/Sch Adm /Las Palm	1,250.63
294838	1	CLASSROOM STORAGE UNITS LLC	InstMtls/SEOthIns/Dstrctwd	194.45
294839	1	AUGMENTATIVE COMMUNICATION INC	InstMtls/SEOthIns/Dstrctwd	373.44
294840	1	PHONAK INC	SplsNonI/HlthServ/Dstrctwd	166.81
294841	l	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/NHMS	8,803.50
294842	1	BROOKES PUBLISHING CO, PAUL H	InstMtls/SEOthIns/Dstrctwd	45.60
294843		VOID	VOID	0.00
294844	1	SPEECH LANGUAGE PATHOLOGY &	Dues&Mmb/SupvAdmn/Dstrctwd	200.00
294845	1	ERIC BROUGHAM AND/OR	Residtl /NPS /Dstrctwd	1,400.00
294846		VOID	VOID	0.00
294847	1	SOPRIS WEST INC	InstMtls/SDCInstr/Dstrctwd	542.92
294848	1	SUPER DUPER INC.	InstMtls/SDCInstr/Dstrctwd	13.00
294849	1	ROSETTA STONE LANGUAGE LIBRARY		1,000.00
			InstMtls/Instrctn/Dstrctwd	5,784.06

68 CAPISTRANO UNIFIED SCHOOL DIST J13203 POBORDCS H.00.01 04/21/10 PAGE 3 BOARD LISTING

#### Board of Trustees Purchase Order Listing \*======= Fiscal Year: 2009-10 =======\* Board of Trustees Meeting....MAY 11, 2010

PO No.	Fund	Vendor	Description	Amount
294850		PEARSON ASSESSMENTS	SplsNonI/Spch Aud/Dstrctwd	899.55
294851	1	PEARSON EDUCATION	InstMtls/SEOthIns/Dstrctwd	754.53
294852	69	TRAVIS SOFTWARE	Serv&Op /Enterprs/Dstrctwd	2,179.00
294853	69	TRAVIS SOFTWARE	Serv&Op /Enterprs/Dstrctwd	915.00
294854	1	PEARSON EDUCATION	InstMtls/SEOthIns/Dstrctwd	754.53
294855	1	PEARSON EDUCATION	InstMtls/SEOthIns/Dstrctwd	754.53
294856	1	PEARSON EDUCATION	InstMtls/SEOthIns/Dstrctwd	754.53
294857	1	PEARSON EDUCATION	InstMtls/SEOthIns/Dstrctwd	754.53
294858	1	PEARSON EDUCATION	InstMtls/SEOthIns/Dstrctwd	754.53
294859	1	DENAULT'S HARDWARE	InstMtls/Instrctn/CVHS	125.00
294860		VOID	VOID	0.00
294861	1	DEMCO	InstMtls/Instrctn/MFMS	98.53
294862	l	ALL PRO SOUND	InstMtls/RSPInstr/NHMS	103.31
294863	1	WOODWIND & BRASSWIND	InstMtls/Instrctn/SJHHS	679.69
294864	1	B & H PHOTOGRAPHY	NonCapEq/Instrctn/SJHHS	2,057.10
			InstMtls/Instrctn/SJHHS	3,144.23
294865	l	THE REGENTS UCSD SCHOOL OF	CnsltNon/HlthServ/Dstrctwd	15,000.00
294866		VOID	VOID	0.00
294867	1	GUITAR CENTER EL TORO	NonCapEq/Instrctn/SJHHS	5,236.16
294868	13	FIRE SAFETY FIRST	LrgeEqip/FoodServ/Dstrctwd	6,000.00
294869	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Enterprs/BAMS	1,000.00
294870	l	BRAIN POP LLC	InstMtls/Instrctn/Dstrctwd	195.00
294871		VOID	VOID	0.00
294872	1	SMITH, SARAH T.	SplsNonI/SupvAdmn/ANHS	353.51
294873	1	COMMITTEE FOR CHILDREN	InstMtls/Instrctn/Dstrctwd	1,307.79
294874	11	DOCU MEDIA GROUP	InstMtls/Instrctn/Dstrctwd	85.91
294875		VOID	VOID	0.00
294876	13	ARROW RESTAURANT EQUIPMENT	SMLEQUIP/FoodServ/Dstrctwd	12,919.50
294877	1	CREATION ENGINE	InstMtls/Instrctn/CVHS	323.20
294878	1	TEACHERS PARADISE.COM	SplsNonI/Sch Adm /San Juan	112.03
294879	1	PROGRESS PUBLISHERS		836.48
294880	1	STAPLES BUSINESS ADVANTAGE	InstMtls/RSPInstr/SCHS	40.78
294881	1	STAPLES ADVANTAGE	SplsNonI/PuplTran/Dstrctwd	27.48
294882	13	LEONARD ENGINEERING LLC	LrgeEqip/FoodServ/Dstrctwd	5,965.00
294883	14	COLLINS & AIKMAN	Rntl:Oth/RR:Bldgs/LadraElm	1,403.97
294884	1	B & H PHOTOGRAPHY	SplsNonI/Sch Adm /Hankey	155.55
294885	l	CALIFORNIA WESTERN VISUALS	InstMtls/Instrctn/Moulton	2,949.30
294886	1	PRO PHOTO CONNECTION INC	InstMtls/Instrctn/SCHS	321.36
294887	1	CDWG Inc	SplsNonI/InResrch/Dstrctwd	292.52
294888	1	APPLE COMPUTER INC	NonCapEq/Instrctn/NHMS	6,922.69
294889	1	DELL COMPUTER	NonCapEq/Instrctn/LFMS	3,826.01
294890	1	DELL COMPUTER	NonCapEq/HlthServ/Dstrctwd	17,307.36
294891	l	AUGUSTIN EGELSEE LLP	Serv&Op /SEOthIns/Dstrctwd	26,250.00
			Legal /SupvAdmn/Dstrctwd	8,750.00
294892		VOID	VOID	0.00
294893	1	KNOTTS BERRY FARM	FieldTrp/Instrctn/LadraElm	1,590.00
294894	1	GILBERT & STEARNS INC	Rntl:Oth/RR:Bldgs/VDMMS	7,552.00
294895	1	RANCHO SANTIAGO COLLEGE	FieldTrp/Instrctn/Malcom	595.00
294896	1	AMERICAN TECHNOLOGIES	Rntl:Oth/RR:Bldgs/Tesoro	19,985.00
294897	70	ASCIP	P/Yr Clm/Undesig /Dstrctwd	37,147.83
272071	, ,		, , , , ,, , <b></b> , , , , , , _	

68 CAPISTRANO UNIFIED SCHOOL DIST J13203 POBORDCS H.00.01 04/21/10 PAGE 4 BOARD LISTING

> Board of Trustees Purchase Order Listing \*======= Fiscal Year: 2009-10 =======\* Board of Trustees Meeting....MAY 11, 2010

PO No.	Fund	Vendor	Description	Amount
294898	1	CA DEPT OF EDUCATION	Oth Fed /Undesig /Dstrctwd	16,500.00
	_		OthState/Undesig /Dstrctwd	16,500.00
294899	1	DEPT OF GENERAL SERVICES	Serv&Op /Prsnl:HR/Dstrctwd	140.25
294900	1	PACWEST AIR FILTER	SplsNonI/RR:Bldgs/Dstrctwd	25,000.00
294901	1	SPICERS PAPER CO	SplsNonI/Grph Art/Dstrctwd	30,000.00
294902	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/LRMS	425.00
294903	l	AT&T	SplsNonI/RR:Bldgs/Dstrctwd	300.00
294904	1	CRACK PATCHER INC	Rntl:Oth/RR:Bldgs/SJHHS	875.00
294905	l	CAPISTRANO FORD	InstMtls/CurAthlt/SCHS	229.26
294906	1	CUSAFL LLC	SplsNonI/PuplTran/Dstrctwd	3,655.00
294907		VOID	VOID	0.00
294908	1	SANTA ANA ZOO	FieldTrp/Instrctn/Las Palm	630.00
294909	1	CALIFORNIA DEPT. OF EDUCATION	CnfrNonI/SupvAdmn/Dstrctwd	1,100.00
294910	1	COMMERCIAL FENCE & IRON WORKS	Rntl:Oth/RR:Bldgs/Hankey	1,359.00
294911	1	EPOLY STAR	St Rcpts/Undesig /Dstrctwd	12,789.00
294912	1	P & R PAPER SUPPLY COMPANY	St Rcpts/Undesig /Dstrctwd	1,138.07
294913	1	OFFICE DEPOT	St Rcpts/Undesig /Dstrctwd	992.02
294914	1	EAGLE	St Rcpts/Undesig /Dstrctwd	6,094.35
294915	1	WAXIE	St Rcpts/Undesig /Dstrctwd	2,400.16
294916	1	EVERYTHING MEDICAL	St Rcpts/Undesig /Dstrctwd	1,649.19
294917	1	ARIEL SUPPLY	St Rcpts/Undesig /Dstrctwd	2,269.40
294918	1	INDUSTRIAL FORMULATORS INC	St Rcpts/Undesig /Dstrctwd	5,872.50
294919	1	ORANGE COUNTY PUMP CO	Rntl:Oth/RR:Bldgs/SCHS	6,378.42
294920	1	PEARSON EDUCATION	InstMtls/Instrctn/Dstrctwd	188,400.62
294921	1	BARCODE INC	InstMtls/Instrctn/LF Elem	214.22
294922	1	RENAISSANCE LEARNING INC	SplsNonI/HlthServ/Dstrctwd	173.50
294923	13	SERVICE SOLUTIONS GROUP LLC	OpSupp /FoodServ/Dstrctwd	88.30
294924	1	ACADEMIC SENATE FOR CA	SplsNonI/SupvAdmn/Dstrctwd	400.00
294925	68	STAPLES ADVANTAGE	SplsNonI/Enterprs/Dstrctwd	286.43
294926	68	STAPLES ADVANTAGE	SplsNonI/Enterprs/Dstrctwd	286.43
294927	1	CARD INTEGRATORS	SplsNonI/PuplTran/Dstrctwd	508.73
294928	1	SEHI COMPUTER	InstMtls/Instrctn/San Juan	618.65
294929	1	STAPLES BUSINESS ADVANTAGE	InstMtls/Instrctn/Dstrctwd	100.32
294930	1	SEHI COMPUTER	NonCapEq/Instrctn/LF Elem	885.08
294931	1	STAPLES ADVANTAGE	InstMtls/Instrctn/AVMS	44.87
294932	1	SEHI COMPUTER	InstMtls/SEOthIns/Dstrctwd	1,237.29
294933	1	IT'S ELEMENTARY	InstMtls/Instrctn/San Juan	267.82
294934	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Enterprs/AVMS	48.26
294935	l	APPLE COMPUTER/AFS ED FINANCE	InstMtls/Instrctn/LF Elem	185.96
294936	1	STAPLES ADVANTAGE	InstMtls/Instrctn/Dstrctwd	200.00
294937	1	PRO PIANO MOVERS	Rntl:Oth/Sch Adm /LFMS	110.00
294938		VOID	VOID	0.00
294939	1	UNICOM	NonCapEq/Instrctn/CVHS	4,062.11
294940	1	GRAYMARK	InstMtls/Instrctn/MFMS	750.75
294941	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/LF Elem	977.66
294942	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/LadraElm	662.29
294943	1	CAMCOR INC	InstMtls/Instrctn/Hankey	380.61
294944	1	CCS PRESENTATION SYSTEMS INC	NonCapEq/Instrctn/MFMS	432.76
294945	1	CAMCOR INC	InstMtls/Instrctn/ANHS	558.86
294946	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/NHMS	662.29

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> Board of Trustees Purchase Order Listing \*======= Fiscal Year: 2009-10 =======\* Board of Trustees Meeting....MAY 11, 2010

PO No.	Fund	Vendor	Description	Amount
294947	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Enterprs/AVMS	662.29
294948	1	CALIFORNIA WESTERN VISUALS	InstMtls/Instrctn/Malcom	598.13
294949	1	CAMCOR INC	NonCapEq/Instrctn/BAMS	558.86
294950	1	VALIANT IMC	InstMtls/Instrctn/LF Elem	42.41
294951		VOID	VOID	0.00
294952	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/CVHS	977.66
294953	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/ANHS	1,000.00
294954	1	STAPLES ADVANTAGE	InstMtls/Instrctn/ANHS	5,000.00
294955	1	OFFICE DEPOT	InstMtls/Instrctn/DHHS	5,000.00
294956	1	SEHI COMPUTER	InstMtls/Instrctn/SCHS	94.06
294957	1	APPLE COMPUTER INC	NonCapEq/Instrctn/SJHHS	1,869.77
			InstMtls/Instrctn/SJHHS	274.22
294958	1	DELL COMPUTER	NonCapEq/Sch Adm /BAMS	3,541.15
294959	1	DELL COMPUTER	SplsNonI/SupvAdmn/Dstrctwd	507.29
294960	1	MCGRAW-HILL/SRA	InstMtls/Instrctn/San Juan	376.42
294961	1	PEARSON EDUCATION	K-12Text/Instrctn/ANHS	538.15
294962		VOID	VOID	0.00
294963	1	TROXELL COMMUNICATIONS INC	SplsNonI/Sch Adm /SJHHS	635.27
294964	1	SHAMROCK SUPPLY CO INC	St Rcpts/Undesig /Dstrctwd	857.91
294965	1	REMEDIA PUBLICATIONS	InstMtls/SDCInstr/Dstrctwd	96.11
294966	12	HOHM PRESS	InstMtls/Instrctn/Dstrctwd	4,974.91
294967	1	CA WEEKLY EXPLORER INC	Serv&Op /Instrctn/Malcom	1,300.00
294968	1	NASCO WEST	InstMtls/Instrctn/NHMS	833.98
294969		VOID	VOID	0.00
294970	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/SupvAdmn/Dstrctwd	29.78
294971	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Dstrctwd	222.83
294972	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Dstrctwd	182.21
294973	1	AARDVARK CLAY	InstMtls/Instrctn/NHMS	143.10
294974	1	тғн	InstMtls/SDCInstr/Dana ENF	469.13
294975	1	DELL COMPUTER	NonCapEq/Instrctn/MFMS	1,236.24
294976	1	DELL COMPUTER	NonCapEq/Sch Adm /BAMS	982.96
294977	1	SILAS KERNS	Serv&Op /Sch Adm /Dstrctwd	1,000.00
294978	1	JESSICA HARMONY PIETRO	Serv&Op /Sch Adm /Dstrctwd	220.00
294979	12	SCHOOL HEALTH CORP	SplsNonI/Pup Serv/Dstrctwd	10,579.21
294980	12	PLAK SMACKER	SplsNonI/Pup Serv/Dstrctwd	329.02
294981	12	ELLSWORTH & VANDERMEER PRESS	SplsNonI/Pup Serv/Dstrctwd	88.30
294982	1	CURRICULUM ASSOCIATES	InstMtls/SEOthIns/Dstrctwd	322.88
294983	1	WESTED	InstMtls/Instrctn/ANHS	98.39
294984	1	BEYOND TECHNOLOGY	Serv&Op /Instrctn/Fatima	556.20
294985	1	SAN DIEGO CTY SUPERINTENDENT	InstMtls/Instrctn/Dstrctwd	2,283.75
294986	1	UNICOM	SplsNonI/SupvAdmn/Dstrctwd	3,742.51
294987	11	PCI EDUCATIONAL PUBLISHING	InstMtls/Instrctn/Dstrctwd	18,239.94
		CCS PRESENTATION SYSTEMS INC	InstMtls/Instrctn/Dstrctwd	432.76
294988	1		Serv&Op /HlthServ/Dstrctwd	180.00
294989	1	ESCO EAR SERVICE CORP HAAN CRAFTS	InstMtls/Instrctn/LFMS	225.00
294990	1		CnfrNonI/Sch Adm /NHMS	100.00
294991	1	ORANGE COUNTY DEPT OF EDUCAT		299.99
294992	1	WORLDWIDE GOLF SHOPS	InstMtls/CurAthlt/CVHS	299.99
294993	1	GOPHER ATHLETIC	InstMtls/Instrctn/ANHS	
294994	1	CRAFT RACKETS	InstMtls/Instrctn/ANHS	1,186.88
294995	1	SHAMROCK SUPPLY CO INC	SplsNonI/Enterprs/DHHS	76.67

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> Board of Trustees Purchase Order Listing \*====== Fiscal Year: 2009-10 =======\* Board of Trustees Meeting....MAY 11, 2010

PO No.	Fund	Vendor	Description	Amount
====== 294996	1	SADDLEBACK VALLEY USD	FieldTrp/Instrctn/LadraElm	902.00
294997	1	BEYOND TECHNOLOGY	CnsltNon/SupvAdmn/CVCS	8,400.00
294998	1	TANAKA FARM & PUMPKIN PATCH	FieldTrp/Instrctn/RH Dana	1,044.00
294999	1	SADDLEBACK VALLEY USD	FieldTrp/Instrctn/LadraElm	682.00
295000		VOID	VOID	0.00
295001	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Kinoshta	272.01
295002	1	HUNTER PHD, NATHAN H	CnsltNon/PsychSer/Dstrctwd	3,000.00
295003	1	LANGUAGE NETWORK	Serv&Op /Instrctn/ANHS	265.00
295004	1	ORANGE COUNTY DEPT OF EDUC	Serv&Op /Instrctn/LF Elem	554.50
295005	1	OCEAN INSTITUTE	Serv&Op /Instrctn/Malcom	550.00
295006	1	ORANGE COUNTY DEPT OF EDUC	CnsltNon/SupvAdmn/Dstrctwd	2,000.00
295007	68	STAPLES ADVANTAGE	SplsNonI/Enterprs/Dstrctwd	286.43
295008	68	STAPLES ADVANTAGE	SplsNonI/Enterprs/Dstrctwd	859.28
295009	1	POSITIVE PROMOTIONS	InstMtls/Instrctn/RH Dana	123.26
295010	1	GARCIA, IRMA	Serv&Op /SupvAdmn/Dstrctwd	480.00
295011	1	PRATT, MARY C	Serv&Op /SupvAdmn/Dstrctwd	450.00
295012	1	STEP	CnsltNon/Prsnl:HR/Dstrctwd	1,850.00
295013	1	IMAGINATION MACHINE	CnsltIns/Instrctn/Kinoshta	1,270.00
295014	1	ORANGE COUNTY DEPT OF EDUC	Serv&Op /Instrctn/Dstrctwd	6,000.00
295015	12	VIVIAN STAPLETON	CnsltIns/Instrctn/Dstrctwd	426.00
295016	1	DELL COMPUTER	NonCapEq/Instrctn/CVHS	32,652.78
295017	12	STEIN, CHRISTINE E	CnsltIns/Instrctn/Dstrctwd	1,680.00
295018	1	OFFICE DEPOT	InstMtls/SDCInstr/FNMS	271.62
295019	1	DELL COMPUTER	InstMtls/Instrctn/FNMS	5,897.77
295020	1	LIFETIME MEMORY PRODUCTS INC	InstMtls/Instrctn/MFMS	261.00
295021	1	PREMIER SCHOOL AGENDAS	InstMtls/Instrctn/San Juan	4,056.44
295022	1	DELL COMPUTER	InstMtls/Instrctn/MFMS	206.60
295023	1	CULVER-NEWLIN INC	SplsNonI/Sch Adm /MFMS	412.97
295024	1	MODERN TREE	Rntl:Oth/Op:Grnds/Dstrctwd	5,000.00
295025	1	UNITED RENTALS	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
295026	1	MCKENDRY DOOR SALES & SERVICE	Rntl:Oth/RR:Bldgs/Dstrctwd	3,000.00
295027	1	GAMETIME	SplsNonI/RR:Bldgs/LF Elem	591.30
295028	14	PJHM ARCHITECTS SOUTHWEST INC	Bldg Imp/Fac Acq /DHHS	28,000.00
295029	1	ACTION LEARNING SYSTEMS INC	CnsltIns/Instrctn/Las Palm	10,000.00
295030	1	WAXIE	SplsNonI/Custodil/Dstrctwd	6,000.00
295031	1	SCHOOL INNOV. & ADVOCACY INC	CnsltNon/Supt /Dstrctwd	38,000.00
295032	1	PACIFIC COAST GOLF CARS	Rntl:Oth/Custodil/Dstrctwd	5,000.00
295033	1	MCMAHAN DESK INC	SplsNonI/SupvAdmn/Dstrctwd	380.63
295034	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/Las Palm	7,003.69
295035	1	JOHNSTONE SUP OF ANAHEIM	SplsNonI/RR:Bldgs/Dstrctwd	25,000.00
295036	1	UNITED PARCEL SERV	Cmmnctns/Warehse /Dstrctwd	4,350.00
295037	1	MCMASTER-CARR SUPPLY CO	SplsNonI/RR:Bldgs/Dstrctwd	64.54
295038	1	ARAMARK UNIFORM SERVICE	Serv&Op /PuplTran/Dstrctwd	5,000.00
295039	1	EVERGREEN OIL INC	Serv&Op /PuplTran/Dstrctwd	1,200.00
295040	1	RINCON TRUCK PARTS	Rntl:Oth/Dist Veh/Dstrctwd	10,000.00
295041	1	ORANGE COUNTY FIRE PROTECTION	Serv&Op /Dist Veh/Dstrctwd	2,900.00
295042	l	A Z BUS SALES INC	Ppl Tran/PuplTran/Dstrctwd	1,950.36
295043	1	A Z BUS SALES INC	Ppl Tran/PuplTran/Dstrctwd	10,000.00
295044	1	CITY OF SAN CLEMENTE	Op&Hskpg/Opr:Util/Dstrctwd	30,000.00
295045	68	MCMAHAN DESK INC	SplsNonI/Enterprs/Dstrctwd	379.32

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> Board of Trustees Purchase Order Listing \*====== Fiscal Year: 2009-10 =======\* Board of Trustees Meeting....MAY 11, 2010

PO No.	Fund	Vendor	Description			Amount
295046	68	MCMAHAN DESK INC			rs/Dstrctwd	379.32
295047	1	MOBILE COMMUNICATION REPAIR	NonCapEq/Spch Aud/Dstrctwd			2,954.08
295048	1	ORANGE COUNTY PUMP CO	_		gs/Dstrctwd	2,605.25
295049	1	ORANGE COUNTY DEPT OF ED/OCAD		/Instrc	-	385.00
295050	l	SPEECH & LANGUAGE DEVEL	NPS	/NPS	/Dstrctwd	4,564.00
295051	1	HERITAGE SCHOOLS INC	Residtl	/NPS	/Dstrctwd	267.20
295052	1	CINNAMON HILLS SCHOOL	Residtl	/NPS	/Dstrctwd	11,475.00
295053	1	THERAPEUTIC EDUCATION CENTER	NPS	/NPS	/Dstrctwd	16,200.00
295054	1	ALPINE ACADEMY	Residtl	/NPS	/Dstrctwd	11,200.00
295055	1	CINNAMON HILLS SCHOOL	Residtl	/NPS	/Dstrctwd	10,260.00
295056	l	CINNAMON HILLS SCHOOL	Residtl	/NPS	/Dstrctwd	10,665.00
295057	1	ROZENBERG, ABBY	NPA	/Spch A	ud/Dstrctwd	1,470.00
295058	1	BERG RYAN OD MS ED, JULIE	NPA	/NPA	/Dstrctwd	665.00
295059		VOID	VOID			0.00
295060	1	MNJ TECHNOLOGIES DIRECT INC	NonCapE	q/TIS	/Dstrctwd	1,395.83
295061	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:In:	s/Instrc	tn/ANHS	1,125.00
295062	1	B & H PHOTOGRAPHY	InstMtl	s/Instrc	tn/ANHS	1,119.58
295063	1	DANBRU WIRE & CABLE INC	SplsNon	I/TIS	/Dstrctwd	34.69
295064	1	THIBEAU, LORI	InstMtl	s/SEOthI	ns/Dstrctwd	381.71
295065	1	PERMA-BOUND	InstMtl	s/Instrc	tn/Dstrctwd	196.62
295066	1	SEARCH INSTITUTE	SplsNon	I/SupvAd	mn/Dstrctwd	686.02
295067	1	PHONAK INC	SplsNon	I/HlthSe	rv/Dstrctwd	290.79
295068	13	POSITIVE PROMOTIONS	Marketi	n/FoodSe	rv/Dstrctwd	232.74
295069	1	EVERGREEN TRADE	InstMtl	s/Instrc	tn/Serra	387.54
295070	1	AMERICAN TECHNOLOGIES	Rntl:Ot	h/RR:Bld	gs/Tesoro	29,452.72
295071	1	CCS PRESENTATION SYSTEMS INC	InstMtl	s/Enterp	rs/FNMS	865.52
295072	1	CALIFORNIA WESTERN VISUALS	NonCapE	q/Instrc	tn/CVHS	662.29
295073	1	CAMCOR INC	NonCapE	q/Instrc	tn/CVHS	558.86
295074	1	CALIFORNIA WESTERN VISUALS	NonCapE	q/Enterp	rs/FNMS	2,932.99
295075	1	CCIS	CnfrNon	I/SupvAd	mn/Dstrctwd	400.00
295076	68	STAPLES ADVANTAGE	SplsNon	I/Enterp	rs/Dstrctwd	74.66
295077	1	SANDY MCDANIEL ENTRPSE	Serv&Op	/Instrc	tn/Fatima	400.00
295078	1	ORANGE COUNTY DEPT OF EDUCAT	Serv&Op	/Instrc	tn/St Edwrd	705.00
295079	1	ENVIRONMENTAL NATURE CENTER	FieldTr	p/Instrc	tn/LadraElm	870.00
295080	1	ASHLEY, SHAWN	Serv&Op	/SupvAd	mn/ANHS	684.62
295081	1	MWR		-	mn/Dstrctwd	70.00
295082	1	ORANGE COUNTY DEPT OF EDUCAT	Serv&Op	/Instrc	tn/St Edwrd	1,950.00
295083	1	NATL CNCL TEACHERS MATH		s/Instrc		1,325.00
295084	70	ALLIANCE OF SCHOOLS FOR	P/Yr Clu	m/Undesi	g /Dstrctwd	88,310.79
295085	70	CARLOS GUZMAN INC	-	_	rs/Dstrctwd	1,500.00
295086	1	HERITAGE SECURITY SERVICES	-		ng/Dstrctwd	30,000.00
295087	1	MULTIPLE MEASURES LLC	-	-	st/Dstrctwd	9,600.00
295088	1	BUNGALOW SOFTWARE	InstMtl	s/SEOthI	ns/Dstrctwd	350.66
295089	1	CAMCOR INC			tn/Benedict	26.97
295090	1	J W PEPPER-LOS ANGELES			tn/LadraElm	35.12
295091	1	MAYER-JOHNSON CO	-		m /Dana ENF	234.90
295092	1	JOSTENS			tn/Tesoro	1,047.92
295093	1	BONNIE PROUTY CASTRY	-		eg/Dstrctwd	5,475.00
295094	1	SPORT CHALET		s/CurAth		2,503.63
295095	1	ORANGE COUNTY DEPT OF EDUCAT	Serv&Op	/Instrc	tn/St Edwrd	1,050.00

68 CAPISTRANO UNIFIED SCHOOL DIST J13203 POBORDCS H.00.01 04/21/10 PAGE 8 BOARD LISTING

> Board of Trustees Purchase Order Listing \*======= Fiscal Year: 2009-10 =======\* Board of Trustees Meeting....MAY 11, 2010

PO No.	Fund	Vendor	Description	Amount
295096	1	KIPP BROTHERS INC	SplsNonI/Sch Adm /Hiddn Hl	125.28
295097	1	ISTE	Serv&Op /Instrctn/St Edwrd	207.00
295098	1	COMMERCIAL & INDUSTRIAL	Rntl:Oth/RR:Bldgs/Tesoro	30,205.00
295099	1	EGGM ENTERPRISES	InstMtls/Instrctn/CVHS	347.24
295100	1	SNAP-ON TOOLS CORP	InstMtls/Instrctn/ANHS	2,047.12
295101	1	PCH SHEET METAL & AIR	Rntl:Oth/RR:Bldgs/CVHS	27,216.00
295102	1	MCKENDRY DOOR SALES & SERVICE	Rntl:Oth/RR:Bldgs/Dstrctwd	3,000.00
295103	1	PIONEER DRAMA SERVICE INC	InstMtls/Instrctn/LFMS	321.68
295104	1	CINTAS	SplsNonI/Custodil/Dstrctwd	3,704.37
295105	l	CAMCOR INC	InstMtls/Instrctn/Tesoro	50.96
295106	1	TROXELL COMMUNICATIONS INC	InstMtls/Instrctn/Tesoro	216.49
295107	1	CAMCOR INC	NonCapEq/Instrctn/Tesoro	1,117.71
295108	1	GALETON GLOVES	SplsNonI/RR:Bldgs/Dstrctwd	800.00
295109	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/LF Elem	550.00
295110	1	RUSCO INC	InstMtls/CurAthlt/SCHS	1,385.00
295111	l	HARDY & HARPER INC	Rntl:Oth/RR:Bldgs/DHHS	5,817.40
295112	1	VALIANT IMC	InstMtls/Instrctn/Tesoro	257.63
295113	1	PACIFIC PLUMBING COMPANY OF	Rntl:Oth/RR:Bldgs/LadraElm	8,230.97
295114	l	WAL MART S.C.	InstMtls/PrntPart/Dstrctwd	1,000.00
295115	1	CAROLINA BIOLOGICAL SUPP	SplsNonI/SupvAdmn/Dstrctwd	786.16
295116	1	H2O SPOT	SplsNonI/CurAthlt/CVHS	1,843.13
295117	1	FACTORY SHIRT	InstMtls/Instrctn/LFMS	783.00

344 Purchase Orders \$1,460,150.28

68 CAPISTRANO UNIFIED SCHOOL DIST J13153 WARBRDCS H.00.00 04/21/10 PAGE 1 WARRANT LISTING

Warrant		Reference	
	Name of Payee	Number	Amount
	ALISO VIEJO COMMUNITY ASSN		
	CINTAS	PO-291623	83.60
	CINTAS	PO-291625	40.00
149967	CINTAS CORP DELL MARKETING L P	PO-290675	60.54
	DELL MARKETING L P	PO-294499	200.00
149969			372.70
			361.53
			157.09
			169.43
			397.80
140070			1,099.67
	SAN DIEGO GAS & ELECTRIC		
149971		PO-292054	
			157.43
140070		PO-294360	61.18 9,104.81 113.98
	SO CAL GAS CO	PO-290564	9,104.81
149973			
140074			116.09
			38.32
	RELIANCE STANDARD LIFE INS CO		
149976			
	CAL LEACHE MIDDLE SCHOOL (CIMS	PO-294682	4,047.70
149979	CAL LEAGUE MIDDLE SCHOOL/CLMS		259.00 567.00
			2,818.63
149900	CENTER FOR AUTISM &		1,862.02
			3,757.88
			914.13
149981			3,705.12
	IDEAS UNLIMITED SEMINARS LLC	PO-294435	12,509.54
149984	LEISURE CARE NURSES REGISTRY		
		PO-294694	
149986	REGIONAL CENTER OF ORANGE CTY	PO-294703	90.00
149987	ZAMBRANA, GUSTAVO AND CAROL	PO-294099	1,670.00
149988	ACADEMIC CHESS	PV-003805	24,324.30
149989	LJOKA, QUINN A	PV-003807	536.25
149990	NEELY, EDWIN S	PV-003803	2,710.40
149991	RICHARDSON, GREG	PV-003806	588.00
149992	VOICES FOR ALL LLC	PV-003804	70.00
149993	CUSD REVOLVING CASH	CM-000079	0.18-
		CM-000080	0.32-
		PV-003809	25,979.00
		PV-003810	20.00
149994	CABRAL ROOFING & WATERPROOFING	PO-294487	14,893.00

68 CAPISTRANO UNIFIED SCHOOL DIST J13153 WARBRDCS H.00.00 04/21/10 PAGE 2 WARRANT LISTING

Warrant		Reference	
Number		Number	
	CREATIVE CONTRACTORS CORP		
149996	DAVID TAUSSIG ASSOC INC	PO-292803	1,086.69
149997	DIGITAL NETWORKS GROUP		
		PO-294335	
149998	PACIFIC PLUMBING COMPANY OF	PO-290449	305.00
149999	SPORTS FACILITIES GROUP INC	PO-294385	
150000	SPRINT/NEXTEL COMMUNICATIONS	PO-294139	17.39
150001	CAPISTRANO CONNECTIONS ACADEMY	PV-003839	
150002	OPPORTUNITY FOR LEARNING	PV-003840	16.82
150003	PJHM ARCHITECTS SOUTHWEST INC	PO-091809	7,051.08
	BERGMAN & DACEY INC		3,696.80
		PO-293892	3,753.20
150005	DTSC	PO-294686	407.79
	NMG GEOTECHNICAL INC	PO-292994	407.79 3,929.10
150007	PJHM ARCHITECTS SOUTHWEST INC WLC ARCHITECTS INC	PO-291310	63.18
150008	WLC ARCHITECTS INC	PO-283275	3,846.99
150009	AROZ, RANDOLPH	PV-003811	32.00
150010	AVILA, THERESE	PV-003812	102.00
150011	BARRETT, JANET S	PV-003823	119.00
150012	WLC ARCHITECTS INC AROZ, RANDOLPH AVILA, THERESE BARRETT, JANET S BEJARANO, CRYSTAL F	PV-003817	152.00
150013	BESSELING, QUIRINE	PV-003814	14.15
	BOTTINO, VIVIAN		
150015	BRAUN, C. ANNE	PV-003822	16.00
		PV-003816	
	BROWN, SUSAN	PV-003815	
150018	BRUNSON JR., LARRY W.	PV-003820	178.00
150019	BUTLER, SUSAN	PV-003813	143.00
150020	CAMPBELL, SHADA	PV-003827	135.50
1500 <b>21</b>	CARLISLE, TERESA	PV-003831	114.00
150022	CARNAHAN, GAIL	PV-003858	104.50
	CASAZZA, ANN MARIE	PV-003825	299.00
150024	CHUA-HOOPER, GWYNETH	PV-003855	53.50
150025	COLLINGS, JANICE	PV-003824	90.00
150026	COX, LINDA	PV-003828	121.50
150027	CROSS, MINDY	PV-003826	242.50
150028	DARAKJIAN, CAROLE	PV-003835	154.50
150029	DARLING, MARTY	PV-003832	164.00
150030	DELFOSSE, MICHAEL	PV-003834	29.50
150031	DIXON, AURORA	PV-003833	51.50
150032	ELLIS, SHAWNA	PV-003838	172.40
150033	ENGELKEN, APRIL	PV-003836	38.50
150034	EXWORTHY, MARK	PV-003837	237.00
150035	FARRAND, MONA	PV-003843	85.00
150036	FISCHER, VALERY	PV-003842	85.00
150037	FLUENT, TERRY	PV-003844	64.00

68 CAPISTRANO UNIFIED SCHOOL DIST J13153 WARBRDCS H.00.00 04/21/10 PAGE 3 WARRANT LISTING

> Board of Trustees Warrant Listing \*======= Fiscal Year: 2009-10 =======\* Board of Trustees Meeting....05/11/2010

Number         Number         Amount           150038         GARCIA JR, JOE         PV-003848         72.50           150039         GARRISON, SANDRA L.         PV-003849         12.00           150040         GARRISON, SANDRA L.         PV-003850         67.50           150041         GINSBERG-BRONN, CLAUDIA         PV-003850         67.50           150042         GLESEMER, PATRICIA         PV-003863         237.55           150044         HANAFORD, LAURA         PV-003864         302.00           150044         HANAFORD, LAURA         PV-003865         15.00           150044         HANRORD, LAURA         PV-003866         60.00           150044         HARRIS, ROBERT         PV-003865         15.00           150045         HARRIS, ROBERT         PV-003854         173.50           150047         HERTZ, JANA         PV-003854         173.50           150050         HICHOMER, SHEELIN         PV-003854         163.00           150051         HOGBIN, RICH         PV-003855         27.00           150052         KAPLAN, PAUL M         PV-003854         113.30           150055         CARSE, BARBARA         PV-003818         96.00           150056         COPE	Warrant		Reference	
150038         GARCIA JR, JOE         PV-003849         72.50           150039         GARRISON, SANDRA L.         PV-003849         12.00           150040         GAST, LUCIBEL         PV-003851         53.50           150041         GINSBERG-BROWN, CLAUDIA         PV-003852         9.00           150042         GLESENDER, PATRICIA         PV-003864         302.00           150044         HANAFORD, LAURA         PV-003862         15.00           150044         HANAFORD, LAURA         PV-003862         15.00           150044         HANAFATTY-RAJA, JENNIPHER         PV-003863         237.55           150045         HARRIS, ROBERT         PV-003865         278.50           150046         HEUSER, RACHEL         PV-003854         173.50           150047         HERTCH, SHERLIN         PV-003854         173.50           150050         HICHTOMER, SHERLIN         PV-003855         27.00           150051         HOGBIN, RICH         PV-003865         133.30           150052         KARIAN, PAUL M         PV-003852         140.00           150053         KERIN, BROCKE         PV-003818         96.00           150054         BEANM, BROCKE         PV-003829         35.60 <t< td=""><td></td><td>Name of Pavee</td><td></td><td>Amount</td></t<>		Name of Pavee		Amount
150038         GARCIA JR, JOE         PV-003849         72.50           150039         GARRISON, SANDRA L.         PV-003849         12.00           150040         GAST, LUCIBEL         PV-003851         53.50           150041         GINSBERG-BROWN, CLAUDIA         PV-003852         9.00           150042         GLESENDER, PATRICIA         PV-003864         302.00           150044         HANAFORD, LAURA         PV-003863         237.55           150045         HANRATTY-RAJA, JENNIPHER         PV-003863         130.00           150044         HANAFATY-RAJA, JENNIPHER         PV-003865         278.50           150045         HARRIS, KOBERT         PV-003856         278.50           150046         HEUSER, RACHEL         PV-003856         278.50           150047         HERTCHER, SHERLIN         PV-003855         27.00           150050         HICHTOMER, SHERLIN         PV-003855         27.00           150051         HOGBIN, RICH         PV-003865         133.30           150052         KAPLAN, PAUL M         PV-003852         140.00           150053         KREINB, TRACY         PV-003829         35.60           150054         BEAHM, BROCKE         PV-003821         121.00				
150039         GARTISON, SANDRA L.         PV-003859         12.00           150040         GAST, LUCIBEL         PV-003851         53.50           150042         GLNSBERG-BROWN, CLAUDIA         PV-003862         9.00           150043         HALL, SHEILA         PV-003864         302.00           150044         HANARORD, LAURA         PV-003862         15.00           150045         HANRATTY-RAJA, JENNIPHER         PV-003866         207.55           150046         HARRIS, ROBERT         PV-003866         278.50           150045         HARRIS, ROBERT         PV-003856         278.50           150046         HENTS, ROBERT         PV-003856         278.50           150047         HERTS, ROBERT         PV-003856         276.00           150048         HEUSSER, RACHEL         PV-003855         89.00           150050         HITCHMAN, JEANNE         PV-003855         27.00           150051         HOGEIN, RICH         PV-003856         27.00           150055         KAPLAN, PAUL M         PV-003829         35.60           150056         CARSE, BARBARA         PV-003821         121.00           150056         CARSE, BARBARA         PV-003821         121.00	150038			
150040         GAST, LUCIEEL         PV-003851         53.50           150041         GINSBERG-BROWN, CLAUDIA         PV-003850         67.50           150042         GLESSNER, PATRICIA         PV-003864         302.00           150044         HANAFOED, LAURA         PV-003863         237.55           150045         HANRAFOED, LAURA         PV-003862         15.00           150046         HARRIS, ROBERT         PV-003850         60.00           150047         HERTZ, JANA         PV-003857         119.00           150048         HEUSER, RACHEL         FV-003856         278.50           150049         HICHTOWER, SHERLIN         FV-003853         163.00           150051         HOCEIN, RICH         FV-003853         163.00           150052         KAPLAN, PAUL M         FV-003866         113.30           150053         KERINS, TRACY         FV-003818         96.00           150054         BEAHM, BROCKE         FV-003821         21.00           150055         CARSE, BARBARA         FV-003852         140.00           150056         COPE, MARY         FV-003852         140.00           150057         FREY, DEBORAH         FV-003852         140.00           150058	150039	GARRISON, SANDRA L.	PV-003849	
150041         GINSBERG-BROWN, CLAUDIA         PV-003850         67.50           150042         GLESENER, PATRICIA         PV-003863         302.00           150044         HALL, SHEILA         PV-003863         237.55           150045         HANRATTY-RAJA, JENNIPHER         PV-003866         60.00           150046         HARRIS, ROBERT         PV-003857         119.00           150047         HERTZ, JANA         PV-003856         278.50           150048         HEUSSER, RACHEL         PV-003856         278.50           150050         HICHTOWER, SHERLIN         PV-003856         278.00           150051         HOGEIN, RICH         PV-003855         89.00           150052         KAPLAN, FAUL         PV-003855         27.00           150053         KERINS, TRACY         PV-003856         27.00           150054         BERHM, BROCKE         FV-003818         96.00           150055         CARSE, BARBARA         FV-003814         18.00           150056         COPE, MARY         PV-003852         140.00           150057         FREY, DEBORAH         FV-003851         52.00           150058         GLESENER, PATRICIA         PV-003852         140.00 <td< td=""><td></td><td></td><td></td><td></td></td<>				
150042       GLESENER, PATRICLA       PV-003862       9.00         150043       HALL, SHEILA       PV-003864       302.00         150044       HANAFORD, LAURA       PV-003863       237.55         150045       HANRATTY-RAJA, JENNIPHER       PV-003862       15.00         150046       HARRIS, ROBERT       PV-003856       278.50         150047       HERTZ, JANA       PV-003854       173.50         150048       HUGEROWER, SHERLIN       PV-003853       163.00         150051       HITCHMAN, JEANNE       PV-003853       163.00         150052       KAPLAN, PAUL M       PV-003855       27.00         150055       CARSE, BARBARA       PV-003866       113.30         150056       COPE, MARY       PV-003861       18.00         150057       FREY, DEBORH       PV-003862       140.00         150058       GLESENER, PATRICIA       PV-003841       18.00         150059       ERCKMAN, CARY       FV-003852       140.00         150058       GLESENER, PATRICIA       PV-003841       18.00         150059       ERCKMAN, CARY       FV-003821       121.00         150060       AIR CYCLE CORPORATION       FO-2924331       572.17	150041	GINSBERG-BROWN, CLAUDIA	PV-003850	
150043         HALL, SHETLA         PV-003864         302.00           150044         HANAFORD, LAURA         PV-003863         237.55           150045         HANRATY-RAJA, JENNIPHER         PV-003860         60.00           150046         HARRIS, ROBERT         PV-003865         15.00           150047         HERTZ, JANA         PV-003857         119.00           150048         HEUSER, RACHEL         PV-003855         278.50           150050         HIGHTOWER, SHERLIN         PV-003853         163.00           150051         HCORIN, RICH         PV-003865         27.00           150052         KAPLAN, PAUL M         PV-003865         27.00           150053         KERINS, TRACY         PV-003865         27.00           150054         BEAHM, BROOKE         PV-003814         18.00           150055         CARSE, BARBARA         PV-003821         121.00           150056         CDEF, MARY         PV-003811         18.00           150055         GLESENER, PATRICIA         PV-003812         140.00           150059         BROCKMAN, CARY         PV-003812         121.00           150050         BACCMAN, CARY         PO-294331         572.17           150060 <td>150042</td> <td>GLESENER, PATRICIA</td> <td>PV-003852</td> <td></td>	150042	GLESENER, PATRICIA	PV-003852	
150044         HANAFORD, LAURA         PV-003863         237.55           150045         HANRATTY-RAJA, JENNIPHER         PV-003862         15.00           150046         HARRIS, ROBERT         PV-003865         60.00           150047         HERTZ, JANA         PV-003855         119.00           150048         HEUGER, RACHEL         PV-003856         278.50           150050         HITCHMAN, JEANNE         PV-003853         163.00           150051         HOGEIN, RICH         PV-003865         27.00           150052         KAPLAN, PAUL M         PV-003865         27.00           150053         KERINS, TRACY         PV-003865         27.00           150054         BEAHM, BROOKE         PV-003865         27.00           150055         CARSE, BARBARA         PV-003861         13.30           150055         CARSE, MARY         PV-003814         86.00           150056         COPE, MARY         PV-003812         140.00           150058         GLESENER, PATRICIA         PV-003821         121.00           150059         BROCKMAN, CARY         PV-003821         121.00           150061         AIR CYCLE CORPORATION         PO-291037         2,901.65           150				302.00
150046         HARRIS, ROBERT         PV-003860         60.00           150047         HERTZ, JANA         PV-003857         119.00           150048         HEUSER, RACHEL         PV-003856         278.50           150049         HIGHTOWER, SHERLIN         PV-003854         173.50           150050         HITCHMAN, JEANNE         PV-003859         89.00           150051         HOGBIN, RICH         PV-003865         27.00           150052         KAPLAN, PAUL M         PV-003865         27.00           150053         KERINS, TRACY         PV-003818         96.00           150055         CARSE, BARBARA         PV-003829         35.60           150056         COPE, MARY         PV-003852         140.00           150057         FREY, DEBORAH         PV-003852         140.00           150058         GLESENER, PATRICIA         PV-003852         140.00           150059         BROCMAN, CARY         PV-003852         140.00           150056         AIR CYCLE CORPORATION         PO-294331         572.17           150062         B & HPHOTOGRAPHY         PO-294387         2,901.65           150064         BETTER BUSINESS RECORDS         PO-294083         245.39	150044	HANAFORD, LAURA		
150051       HOGEIN, RICH       PV-003859       89.00         150052       KAFLAN, PAUL M       PV-003865       27.00         150053       KERINS, TRACY       PV-003866       113.30         150054       BEARM, BROOKE       PV-003818       96.00         150055       CARSE, BARBARA       PV-003829       35.60         150056       COFE, MARY       PV-003821       18.00         150057       FREY, DEBORAH       PV-003852       140.00         150058       GLESENER, PATRICIA       PV-003821       121.00         150059       BROCKMAN, CARY       PV-003821       121.00         150060       AIR CYCLE CORPORATION       PO-291099       154.40         150061       ATG REHAB       PO-292109       155.00         150063       BEE MAN       PO-292109       155.00         150064       BETTER BUSINESS RECORDS       PO-292861       78.00         150065       C D T INC.       PO-290465       1,230.00         150066       DICK'S SPORTING GOODS       PO-292752       4,962.74         150069       DISCOUNT OFFICE SERVICES       PO-291002       1,040.11         150070       DUNN-EDWARDS CORP       PO-294380       733.50	150045	HANRATTY-RAJA, JENNIPHER		
150051       HOGEIN, RICH       PV-003859       89.00         150052       KAFLAN, PAUL M       PV-003865       27.00         150053       KERINS, TRACY       PV-003866       113.30         150054       BEARM, BROOKE       PV-003818       96.00         150055       CARSE, BARBARA       PV-003829       35.60         150056       COFE, MARY       PV-003821       18.00         150057       FREY, DEBORAH       PV-003852       140.00         150058       GLESENER, PATRICIA       PV-003821       121.00         150059       BROCKMAN, CARY       PV-003821       121.00         150060       AIR CYCLE CORPORATION       PO-291099       154.40         150061       ATG REHAB       PO-292109       155.00         150063       BEE MAN       PO-292109       155.00         150064       BETTER BUSINESS RECORDS       PO-292861       78.00         150065       C D T INC.       PO-290465       1,230.00         150066       DICK'S SPORTING GOODS       PO-292752       4,962.74         150069       DISCOUNT OFFICE SERVICES       PO-291002       1,040.11         150070       DUNN-EDWARDS CORP       PO-294380       733.50	150046	HARRIS, ROBERT	PV-003860	
150051       HOGEIN, RICH       PV-003859       89.00         150052       KAFLAN, PAUL M       PV-003865       27.00         150053       KERINS, TRACY       PV-003866       113.30         150054       BEARM, BROOKE       PV-003818       96.00         150055       CARSE, BARBARA       PV-003829       35.60         150056       COFE, MARY       PV-003821       18.00         150057       FREY, DEBORAH       PV-003852       140.00         150058       GLESENER, PATRICIA       PV-003821       121.00         150059       BROCKMAN, CARY       PV-003821       121.00         150060       AIR CYCLE CORPORATION       PO-291099       154.40         150061       ATG REHAB       PO-292109       155.00         150063       BEE MAN       PO-292109       155.00         150064       BETTER BUSINESS RECORDS       PO-292861       78.00         150065       C D T INC.       PO-290465       1,230.00         150066       DICK'S SPORTING GOODS       PO-292752       4,962.74         150069       DISCOUNT OFFICE SERVICES       PO-291002       1,040.11         150070       DUNN-EDWARDS CORP       PO-294380       733.50	150047	HERTZ, JANA	PV-003857	119.00
150051       HOGEIN, RICH       PV-003859       89.00         150052       KAFLAN, PAUL M       PV-003865       27.00         150053       KERINS, TRACY       PV-003866       113.30         150054       BEARM, BROOKE       PV-003818       96.00         150055       CARSE, BARBARA       PV-003829       35.60         150056       COFE, MARY       PV-003821       18.00         150057       FREY, DEBORAH       PV-003852       140.00         150058       GLESENER, PATRICIA       PV-003821       121.00         150059       BROCKMAN, CARY       PV-003821       121.00         150060       AIR CYCLE CORPORATION       PO-291099       154.40         150061       ATG REHAB       PO-292109       155.00         150063       BEE MAN       PO-292109       155.00         150064       BETTER BUSINESS RECORDS       PO-292861       78.00         150065       C D T INC.       PO-290465       1,230.00         150066       DICK'S SPORTING GOODS       PO-292752       4,962.74         150069       DISCOUNT OFFICE SERVICES       PO-291002       1,040.11         150070       DUNN-EDWARDS CORP       PO-294380       733.50	150048	HEUSER, RACHEL	PV-003856	
150051       HOGEIN, RICH       PV-003859       89.00         150052       KAFLAN, PAUL M       PV-003865       27.00         150053       KERINS, TRACY       PV-003866       113.30         150054       BEARM, BROOKE       PV-003818       96.00         150055       CARSE, BARBARA       PV-003829       35.60         150056       COFE, MARY       PV-003821       18.00         150057       FREY, DEBORAH       PV-003852       140.00         150058       GLESENER, PATRICIA       PV-003821       121.00         150059       BROCKMAN, CARY       PV-003821       121.00         150060       AIR CYCLE CORPORATION       PO-291099       154.40         150061       ATG REHAB       PO-292109       155.00         150063       BEE MAN       PO-292109       155.00         150064       BETTER BUSINESS RECORDS       PO-292861       78.00         150065       C D T INC.       PO-290465       1,230.00         150066       DICK'S SPORTING GOODS       PO-292752       4,962.74         150069       DISCOUNT OFFICE SERVICES       PO-291002       1,040.11         150070       DUNN-EDWARDS CORP       PO-294380       733.50	150049	HIGHTOWER, SHERLIN	PV-003854	173.50
15005,       IAIL, PATRICIA       PV-003852       140.00         150059       BROCKMAN, CARY       PV-003851       121.00         150060       AIR CYCLE CORPORATION       PO-291099       154.40         150061       ATG REHAB       PO-294331       572.17         150062       B & H PHOTOGRAPHY       PO-294387       2,901.65         150063       BEE MAN       PO-2920861       78.00         150064       BETTER BUSINESS RECORDS       PO-2920465       1,230.00         150065       C D T INC.       PO-2920465       1,230.00         150066       CAROLINA BIOLOGICAL SUPPLY CO       PO-2920465       1,230.00         150066       CAROLINA BIOLOGICAL SUPPLY CO       PO-2920463       245.39         150067       CLARK SECURITY PRODUCTS       PO-292102       1,040.11         150068       DICK'S SPORTING GOODS       PO-29102       1,040.11         150070       DUNN-EDWARDS CORP       PO-291464       173.44         150071       ECS IMAGING INC       PO-290421       10.00         150072       EMPOWER       PO-290451       1,154.49         150075       GANAHL LUMBER       PO-290451       1,154.49         150076       GENERATOR SERVICES CO INC       P	150050	HITCHMAN, JEANNE	PV-003853	163.00
15005,       IAIL, PATRICIA       PV-003852       140.00         150059       BROCKMAN, CARY       PV-003851       121.00         150060       AIR CYCLE CORPORATION       PO-291099       154.40         150061       ATG REHAB       PO-294331       572.17         150062       B & H PHOTOGRAPHY       PO-294387       2,901.65         150063       BEE MAN       PO-2920861       78.00         150064       BETTER BUSINESS RECORDS       PO-2920465       1,230.00         150065       C D T INC.       PO-2920465       1,230.00         150066       CAROLINA BIOLOGICAL SUPPLY CO       PO-2920465       1,230.00         150066       CAROLINA BIOLOGICAL SUPPLY CO       PO-2920463       245.39         150067       CLARK SECURITY PRODUCTS       PO-292102       1,040.11         150068       DICK'S SPORTING GOODS       PO-29102       1,040.11         150070       DUNN-EDWARDS CORP       PO-291464       173.44         150071       ECS IMAGING INC       PO-290421       10.00         150072       EMPOWER       PO-290451       1,154.49         150075       GANAHL LUMBER       PO-290451       1,154.49         150076       GENERATOR SERVICES CO INC       P	150051	HOGBIN, RICH	PV-003859	89.00
15005,       IAIL, PATRICIA       PV-003852       140.00         150059       BROCKMAN, CARY       PV-003851       121.00         150060       AIR CYCLE CORPORATION       PO-291099       154.40         150061       ATG REHAB       PO-294331       572.17         150062       B & H PHOTOGRAPHY       PO-294387       2,901.65         150063       BEE MAN       PO-2920861       78.00         150064       BETTER BUSINESS RECORDS       PO-2920465       1,230.00         150065       C D T INC.       PO-2920465       1,230.00         150066       CAROLINA BIOLOGICAL SUPPLY CO       PO-2920465       1,230.00         150066       CAROLINA BIOLOGICAL SUPPLY CO       PO-2920463       245.39         150067       CLARK SECURITY PRODUCTS       PO-292102       1,040.11         150068       DICK'S SPORTING GOODS       PO-29102       1,040.11         150070       DUNN-EDWARDS CORP       PO-291464       173.44         150071       ECS IMAGING INC       PO-290421       10.00         150072       EMPOWER       PO-290451       1,154.49         150075       GANAHL LUMBER       PO-290451       1,154.49         150076       GENERATOR SERVICES CO INC       P	150052	KAPLAN, PAUL M	PV-003865	27.00
15005,       IAIL, PATRICIA       PV-003852       140.00         150059       BROCKMAN, CARY       PV-003851       121.00         150060       AIR CYCLE CORPORATION       PO-291099       154.40         150061       ATG REHAB       PO-294331       572.17         150062       B & H PHOTOGRAPHY       PO-294387       2,901.65         150063       BEE MAN       PO-2920861       78.00         150064       BETTER BUSINESS RECORDS       PO-2920465       1,230.00         150065       C D T INC.       PO-2920465       1,230.00         150066       CAROLINA BIOLOGICAL SUPPLY CO       PO-2920465       1,230.00         150066       CAROLINA BIOLOGICAL SUPPLY CO       PO-2920463       245.39         150067       CLARK SECURITY PRODUCTS       PO-292102       1,040.11         150068       DICK'S SPORTING GOODS       PO-29102       1,040.11         150070       DUNN-EDWARDS CORP       PO-291464       173.44         150071       ECS IMAGING INC       PO-290421       10.00         150072       EMPOWER       PO-290451       1,154.49         150075       GANAHL LUMBER       PO-290451       1,154.49         150076       GENERATOR SERVICES CO INC       P	150053	KERINS, TRACY	PV-003866	
15005,       IAIL, PATRICIA       PV-003852       140.00         150059       BROCKMAN, CARY       PV-003851       121.00         150060       AIR CYCLE CORPORATION       PO-291099       154.40         150061       ATG REHAB       PO-294331       572.17         150062       B & H PHOTOGRAPHY       PO-294387       2,901.65         150063       BEE MAN       PO-2920861       78.00         150064       BETTER BUSINESS RECORDS       PO-2920465       1,230.00         150065       C D T INC.       PO-2920465       1,230.00         150066       CAROLINA BIOLOGICAL SUPPLY CO       PO-2920465       1,230.00         150066       CAROLINA BIOLOGICAL SUPPLY CO       PO-2920463       245.39         150067       CLARK SECURITY PRODUCTS       PO-292102       1,040.11         150068       DICK'S SPORTING GOODS       PO-29102       1,040.11         150070       DUNN-EDWARDS CORP       PO-291464       173.44         150071       ECS IMAGING INC       PO-290421       10.00         150072       EMPOWER       PO-290451       1,154.49         150075       GANAHL LUMBER       PO-290451       1,154.49         150076       GENERATOR SERVICES CO INC       P	150054	BEAHM, BROOKE	PV-003818	
15005,       IAIL, PATRICIA       PV-003852       140.00         150059       BROCKMAN, CARY       PV-003851       121.00         150060       AIR CYCLE CORPORATION       PO-291099       154.40         150061       ATG REHAB       PO-294331       572.17         150062       B & H PHOTOGRAPHY       PO-294387       2,901.65         150063       BEE MAN       PO-2920861       78.00         150064       BETTER BUSINESS RECORDS       PO-2920465       1,230.00         150065       C D T INC.       PO-2920465       1,230.00         150066       CAROLINA BIOLOGICAL SUPPLY CO       PO-2920465       1,230.00         150066       CAROLINA BIOLOGICAL SUPPLY CO       PO-2920463       245.39         150067       CLARK SECURITY PRODUCTS       PO-292102       1,040.11         150068       DICK'S SPORTING GOODS       PO-29102       1,040.11         150070       DUNN-EDWARDS CORP       PO-291464       173.44         150071       ECS IMAGING INC       PO-290421       10.00         150072       EMPOWER       PO-290451       1,154.49         150075       GANAHL LUMBER       PO-290451       1,154.49         150076       GENERATOR SERVICES CO INC       P	150055	CARSE, BARBARA	PV-003829	35.60
15005,       IAIL, PATRICIA       PV-003852       140.00         150059       BROCKMAN, CARY       PV-003851       121.00         150060       AIR CYCLE CORPORATION       PO-291099       154.40         150061       ATG REHAB       PO-294331       572.17         150062       B & H PHOTOGRAPHY       PO-294387       2,901.65         150063       BEE MAN       PO-2920861       78.00         150064       BETTER BUSINESS RECORDS       PO-2920465       1,230.00         150065       C D T INC.       PO-2920465       1,230.00         150066       CAROLINA BIOLOGICAL SUPPLY CO       PO-2920465       1,230.00         150066       CAROLINA BIOLOGICAL SUPPLY CO       PO-2920463       245.39         150067       CLARK SECURITY PRODUCTS       PO-292102       1,040.11         150068       DICK'S SPORTING GOODS       PO-29102       1,040.11         150070       DUNN-EDWARDS CORP       PO-291464       173.44         150071       ECS IMAGING INC       PO-290421       10.00         150072       EMPOWER       PO-290451       1,154.49         150075       GANAHL LUMBER       PO-290451       1,154.49         150076       GENERATOR SERVICES CO INC       P	150056	COPE, MARY	PV-003830	62.50
150058       GLESENER, PATRICIA       PV-003852       140.00         150059       BROCKMAN, CARY       PV-003821       121.00         150060       AIR CYCLE CORPORATION       PO-291099       154.40         150061       ATG REHAB       PO-294331       572.17         150062       B & H PHOTOGRAPHY       PO-294387       2,901.65         150063       BEE MAN       PO-292019       155.00         150064       BETTER BUSINESS RECORDS       PO-292465       1,230.00         150065       C D T INC.       PO-290465       1,230.00         150066       CAROLINA BIOLOGICAL SUPPLY CO       PO-290463       245.39         150067       CLARK SECURITY PRODUCTS       PO-290566       29.69         150069       DICK'S SPORTING GOODS       PO-291002       1,040.11         150070       DUNN-EDWARDS CORP       PO-29102       1,040.11         150071       ECS IMAGING INC       PO-290421       10.00         150072       EMPOWER       PO-290421       10.00         150073       FEDERAL EXPRESS CORP       PO-290378       1,014.23         150074       FISHER SCIENTIFIC       PO-290451       1,154.49         150075       GANAHL LUMBER       PO-290574       <	150057	FREY, DEBORAH	PV-003841	18.00
150060       AIR CYCLE CORPORATION       PO-291099       154.40         150061       ATG REHAB       PO-294331       572.17         150062       B & H PHOTOGRAPHY       PO-294387       2,901.65         150063       BEE MAN       PO-292109       155.00         150064       BETTER BUSINESS RECORDS       PO-292861       78.00         150065       C D T INC.       PO-290465       1,230.00         150066       CAROLINA BIOLOGICAL SUPPLY CO       PO-290483       245.39         150067       CLARK SECURITY PRODUCTS       PO-290566       29.69         150068       DICK'S SPORTING GOODS       PO-29102       1,040.11         150070       DUNN-EDWARDS CORP       PO-291464       173.44         150071       ECS IMAGING INC       PO-290431       10.00         150072       EMPOWER       PO-290421       10.00         150073       FEDERAL EXPRESS CORP       PO-2904378       1,014.23         150074       FISHER SCIENTIFIC       PO-2904351       1,154.49         150076       GENERATOR SERVICES CO INC       PO-290451       1,154.49         150076       GENERATOR SERVICES CO INC       PO-290451       1,154.49         150076       GENERATOR SERVICES CO INC				
150061       ATG REHAB       P0-294331       572.17         150062       B & H PHOTOGRAPHY       P0-294387       2,901.65         150063       BEE MAN       P0-292109       155.00         150064       BETTER BUSINESS RECORDS       P0-292861       78.00         150065       C D T INC.       P0-290465       1,230.00         150066       CAROLINA BIOLOGICAL SUPPLY CO       P0-294083       245.39         150067       CLARK SECURITY PRODUCTS       P0-290566       29.69         150068       DICK'S SPORTING GOODS       P0-291464       173.44         150070       DUNN-EDWARDS CORP       P0-291464       173.44         150071       ECS IMAGING INC       P0-290421       10.00         150073       FEDERAL EXPRESS CORP       P0-290378       1,014.23         150074       FISHER SCIENTIFIC       P0-290378       1,014.23         150075       GANAHL LUMBER       P0-290451       1,154.49         150076       GENERATOR SERVICES CO INC       P0-290451       1,719.13         150078       GOPHER ATHLETIC/SPORTS       P0-294444       596.05         150079       GOV CONNECTION INC       P0-294348       36.81         150080       HAAN CRAFTS       P0-29013	150059	BROCKMAN, CARY	PV-003821	121.00
150062       B & H PHOTOGRAPHY       PO-294387       2,901.65         150063       BEF MAN       PO-292109       155.00         150064       BETTER BUSINESS RECORDS       PO-292861       78.00         150065       C D T INC.       PO-290465       1,230.00         150066       CAROLINA BIOLOGICAL SUPPLY CO       PO-294083       245.39         150067       CLARK SECURITY PRODUCTS       PO-290566       29.69         150068       DICK'S SPORTING GOODS       PO-291002       1,040.11         150070       DUNN-EDWARDS CORP       PO-291464       173.44         150071       ECS IMAGING INC       PO-290421       10.00         150072       EMPOWER       PO-290378       1,014.23         150073       FEDERAL EXPRESS CORP       PO-290451       1,154.49         150075       GANAHL LUMBER       PO-290451       1,154.49         150076       GENERATOR SERVICES CO INC       PO-290574       884.58         150077       GLENCOE A DIV OF       PO-290451       1,154.49         150078       GOPHER ATHLETIC/SPORTS       PO-290451       1,154.49         150079       GOV CONNECTION INC       PO-294344       596.05         150079       GOV CONNECTION INC <td< td=""><td>150060</td><td>AIR CYCLE CORPORATION</td><td>PO-291099</td><td>154.40</td></td<>	150060	AIR CYCLE CORPORATION	PO-291099	154.40
150063       BEE MAN       PO-292109       155.00         150064       BETTER BUSINESS RECORDS       PO-292861       78.00         150065       C D T INC.       PO-290465       1,230.00         150066       CAROLINA BIOLOGICAL SUPPLY CO       PO-294083       245.39         150067       CLARK SECURITY PRODUCTS       PO-290566       29.69         150068       DICK'S SPORTING GOODS       PO-291002       1,040.11         150070       DUNN-EDWARDS CORP       PO-291464       173.44         150071       ECS IMAGING INC       PO-290421       10.00         150072       EMPOWER       PO-290378       1,014.23         150074       FISHER SCIENTIFIC       PO-290451       1,154.49         150075       GANAHL LUMBER       PO-290574       884.58         150076       GENERATOR SERVICES CO INC       PO-290574       884.58         150077       GLENCOE A DIV OF       PO-290451       1,154.49         150078       GOPHER ATHLETIC/SPORTS       PO-290451       1,154.49         150079       GOV CONNECTION INC       PO-294444       596.05         150079       GOV CONNECTION INC       PO-294348       36.81         150080       HAAN CRAFTS       PO-290131 <td>150061</td> <td>ATG REHAB</td> <td>PO-294331</td> <td>572.17</td>	150061	ATG REHAB	PO-294331	572.17
150064       BETTER BUSINESS RECORDS       PO-292861       78.00         150065       C D T INC.       PO-290465       1,230.00         150066       CAROLINA BIOLOGICAL SUPPLY CO       PO-294083       245.39         150067       CLARK SECURITY PRODUCTS       PO-290566       29.69         150068       DICK'S SPORTING GODS       PO-292752       4,962.74         150070       DUNN-EDWARDS CORP       PO-291464       173.44         150071       ECS IMAGING INC       PO-290421       10.00         150072       EMPOWER       PO-290378       1,014.23         150073       FEDERAL EXPRESS CORP       PO-290451       1,154.49         150074       FISHER SCIENTIFIC       PO-290574       884.58         150075       GANAHL LUMBER       PO-294155       1,719.13         150076       GENERATOR SERVICES CO INC       PO-294444       596.05         150077       GLENCOE A DIV OF       PO-294444       596.05         150079       GOV CONNECTION INC       PO-294348       36.81         150080       HAAN CRAFTS       PO-290131       184.75	150062	B & H PHOTOGRAPHY	PO-294387	2,901.65
150065       C D T INC.       PO-290465       1,230.00         150066       CAROLINA BIOLOGICAL SUPPLY CO       PO-294083       245.39         150067       CLARK SECURITY PRODUCTS       PO-290566       29.69         150068       DICK'S SPORTING GOODS       PO-291022       1,040.11         150070       DUNN-EDWARDS CORP       PO-291464       173.44         150071       ECS IMAGING INC       PO-290421       10.00         150072       EMPOWER       PO-290378       1,014.23         150074       FISHER SCIENTIFIC       PO-290451       1,154.49         150075       GANAHL LUMBER       PO-290451       1,154.49         150076       GENERATOR SERVICES CO INC       PO-290574       884.58         150077       GLENCOE A DIV OF       PO-2904155       1,719.13         150078       GOPHER ATHLETIC/SPORTS       PO-294344       596.05         150079       GOV CONNECTION INC       PO-294348       36.81         150080       HAAN CRAFTS       PO-290131       184.75	150063	BEE MAN	PO-292109	155.00
150066       CAROLINA BIOLOGICAL SUPPLY CO       PO-294083       245.39         150067       CLARK SECURITY PRODUCTS       PO-290566       29.69         150068       DICK'S SPORTING GOODS       PO-292752       4,962.74         150069       DISCOUNT OFFICE SERVICES       PO-291002       1,040.11         150070       DUNN-EDWARDS CORP       PO-291464       173.44         150071       ECS IMAGING INC       PO-290421       10.00         150072       EMPOWER       PO-290378       1,014.23         150074       FISHER SCIENTIFIC       PO-290378       1,014.23         150075       GANAHL LUMBER       PO-290451       1,154.49         150076       GENERATOR SERVICES CO INC       PO-290451       1,719.13         150076       GOPHER ATHLETIC/SPORTS       PO-294155       1,719.13         150078       GOPHER ATHLETIC/SPORTS       PO-294001       716.67         150079       GOV CONNECTION INC       PO-294348       36.81         150080       HAAN CRAFTS       PO-290131       184.75	150064	BETTER BUSINESS RECORDS	PO-292861	78.00
150067       CLARK SECURITY PRODUCTS       PO-290566       29.69         150068       DICK'S SPORTING GOODS       PO-292752       4,962.74         150069       DISCOUNT OFFICE SERVICES       PO-291002       1,040.11         150070       DUNN-EDWARDS CORP       PO-291464       173.44         150071       ECS IMAGING INC       PO-290421       10.00         150072       EMPOWER       PO-290378       1,014.23         150074       FISHER SCIENTIFIC       PO-290451       1,154.49         150075       GANAHL LUMBER       PO-290574       884.58         150076       GENERATOR SERVICES CO INC       PO-294155       1,719.13         150078       GOPHER ATHLETIC/SPORTS       PO-294444       596.05         150079       GOV CONNECTION INC       PO-294388       36.81         150080       HAAN CRAFTS       PO-290131       184.75	150065	C D T INC.	PO-290465	1,230.00
150068       DICK'S SPORTING GOODS       PO-292752       4,962.74         150069       DISCOUNT OFFICE SERVICES       PO-291002       1,040.11         150070       DUNN-EDWARDS CORP       PO-291464       173.44         150071       ECS IMAGING INC       PO-294380       733.50         150072       EMPOWER       PO-290421       10.00         150073       FEDERAL EXPRESS CORP       PO-290378       1,014.23         150074       FISHER SCIENTIFIC       PO-290451       1,154.49         150075       GANAHL LUMBER       PO-290574       884.58         150076       GENERATOR SERVICES CO INC       PO-294155       1,719.13         150078       GOPHER ATHLETIC/SPORTS       PO-294001       716.67         150079       GOV CONNECTION INC       PO-294348       36.81         150080       HAAN CRAFTS       PO-290131       184.75	150066	CAROLINA BIOLOGICAL SUPPLY CO	PO-294083	245.39
150069       DISCOUNT OFFICE SERVICES       PO-291002       1,040.11         150070       DUNN-EDWARDS CORP       PO-291464       173.44         150071       ECS IMAGING INC       PO-294380       733.50         150072       EMPOWER       PO-290421       10.00         150073       FEDERAL EXPRESS CORP       PO-290378       1,014.23         150074       FISHER SCIENTIFIC       PO-290451       1,154.49         150075       GANAHL LUMBER       PO-290451       1,154.49         150076       GENERATOR SERVICES CO INC       PO-290574       884.58         150077       GLENCOE A DIV OF       PO-294155       1,719.13         150078       GOPHER ATHLETIC/SPORTS       PO-294444       596.05         150079       GOV CONNECTION INC       PO-294348       36.81         150080       HAAN CRAFTS       PO-290131       184.75	150067	CLARK SECURITY PRODUCTS	PO-290566	29.69
150070       DUNN-EDWARDS CORP       PO-291464       173.44         150071       ECS IMAGING INC       PO-294380       733.50         150072       EMPOWER       PO-290421       10.00         150073       FEDERAL EXPRESS CORP       PO-290378       1,014.23         150074       FISHER SCIENTIFIC       PO-290451       1,154.49         150075       GANAHL LUMBER       PO-290574       884.58         150076       GENERATOR SERVICES CO INC       PO-294155       1,719.13         150077       GLENCOE A DIV OF       PO-294444       596.05         150079       GOV CONNECTION INC       PO-294348       36.81         150080       HAAN CRAFTS       PO-290131       184.75	150068		PO-292752	4,962.74
150070       DUNN-EDWARDS CORP       PO-291464       173.44         150071       ECS IMAGING INC       PO-294380       733.50         150072       EMPOWER       PO-290421       10.00         150073       FEDERAL EXPRESS CORP       PO-290378       1,014.23         150074       FISHER SCIENTIFIC       PO-290451       1,154.49         150075       GANAHL LUMBER       PO-290574       884.58         150076       GENERATOR SERVICES CO INC       PO-294155       1,719.13         150077       GLENCOE A DIV OF       PO-294444       596.05         150079       GOV CONNECTION INC       PO-294348       36.81         150080       HAAN CRAFTS       PO-290131       184.75	150069	DISCOUNT OFFICE SERVICES	PO-291002	1,040.11
150072       EMPOWER       PO-290421       10.00         150073       FEDERAL EXPRESS CORP       PO-290378       1,014.23         150074       FISHER SCIENTIFIC       PO-294359       294.27         150075       GANAHL LUMBER       PO-290451       1,154.49         150076       GENERATOR SERVICES CO INC       PO-290574       884.58         150077       GLENCOE A DIV OF       PO-294155       1,719.13         150078       GOPHER ATHLETIC/SPORTS       PO-294444       596.05         150079       GOV CONNECTION INC       PO-294348       36.81         150080       HAAN CRAFTS       PO-290131       184.75	150070	DUNN-EDWARDS CORP	PO-291464	173.44
150073       FEDERAL EXPRESS CORP       PO-290378       1,014.23         150074       FISHER SCIENTIFIC       PO-294359       294.27         150075       GANAHL LUMBER       PO-290451       1,154.49         150076       GENERATOR SERVICES CO INC       PO-290574       884.58         150077       GLENCOE A DIV OF       PO-294155       1,719.13         150078       GOPHER ATHLETIC/SPORTS       PO-294444       596.05         150079       GOV CONNECTION INC       PO-294301       716.67         PO-294348       36.81       150080       HAAN CRAFTS       PO-290131       184.75	150071	ECS IMAGING INC	PO-294380	733.50
150074       FISHER SCIENTIFIC       PO-294359       294.27         150075       GANAHL LUMBER       PO-290451       1,154.49         150076       GENERATOR SERVICES CO INC       PO-290574       884.58         150077       GLENCOE A DIV OF       PO-294155       1,719.13         150078       GOPHER ATHLETIC/SPORTS       PO-294444       596.05         150079       GOV CONNECTION INC       PO-294348       36.81         150080       HAAN CRAFTS       PO-290131       184.75	150072	EMPOWER	PO-290421	10.00
150075       GANAHL LUMBER       PO-290451       1,154.49         150076       GENERATOR SERVICES CO INC       PO-290574       884.58         150077       GLENCOE A DIV OF       PO-294155       1,719.13         150078       GOPHER ATHLETIC/SPORTS       PO-294444       596.05         150079       GOV CONNECTION INC       PO-294348       36.81         150080       HAAN CRAFTS       PO-290131       184.75	150073	FEDERAL EXPRESS CORP	PO-290378	1,014.23
150076       GENERATOR SERVICES CO INC       PO-290574       884.58         150077       GLENCOE A DIV OF       PO-294155       1,719.13         150078       GOPHER ATHLETIC/SPORTS       PO-294444       596.05         150079       GOV CONNECTION INC       PO-294001       716.67         PO-294348       36.81         150080       HAAN CRAFTS       PO-290131       184.75	150074	FISHER SCIENTIFIC	PO-294359	294.27
150077       GLENCOE A DIV OF       PO-294155       1,719.13         150078       GOPHER ATHLETIC/SPORTS       PO-294444       596.05         150079       GOV CONNECTION INC       PO-294001       716.67         PO-294348       36.81         150080       HAAN CRAFTS       PO-290131       184.75	150075	GANAHL LUMBER	PO-290451	
150078         GOPHER ATHLETIC/SPORTS         PO-294444         596.05           150079         GOV CONNECTION INC         PO-294001         716.67           PO-294348         36.81           150080         HAAN CRAFTS         PO-290131         184.75	150076	GENERATOR SERVICES CO INC	PO-290574	884.58
150079         GOV CONNECTION INC         PO-294001         716.67           PO-294348         36.81           150080         HAAN CRAFTS         PO-290131         184.75	150077	GLENCOE A DIV OF	PO-294155	1,719.13
PO-294348         36.81           150080         HAAN CRAFTS         PO-290131         184.75	150078	GOPHER ATHLETIC/SPORTS	PO-294444	596.05
150080 HAAN CRAFTS PO-290131 184.75	150079	GOV CONNECTION INC	PO-294001	716.67
			PO-294348	36.81
150081 HIRSCH PIPE & SUPPLY PO-290448 501.71	150080	HAAN CRAFTS	PO-290131	
	150081	HIRSCH PIPE & SUPPLY	PO-290448	501.71

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Warrant Number	Name of Payee	Reference Number	Amount
150092	TICT DIDI TOUTNO		
150082	JIST PUBLISHING JOHN DEERE LANDSCAPES	PO-294188	773.07
150083	KELLY DADED COMDANY	PO-293661	290.07
	KELLY PAPER COMPANY		
130003	KNORR SYSTEMS INC	PO-293478	
150086		PO-294126 PO-293501	
		PO-293301 PO-294700	
	LAKESHORE LEARNING MATLS		
		PO-293539	
200000		PO-294211	
150090		PO-292745	
		PO-293733	
		PO-293741	
150091		PO-290398	
	PARKHOUSE TIRE INC.		
	PEPPER-LOS ANGELES, J W		
150094		PO-290530	
150095	PRECISION TUNE AUTO CARE	PO-291107	289.95
150096	PSYCHEMEDICS	PO-291192	55.46
150097	QUALITY TOWING	PO-291132	240.00
150098		PO-290369	227.72
150099	RADIO SHACK	PO-290619	137.58
150100	RICKS TRAILER SUP	PO-293727	128.26
150101	SANTA MARGARITA FORD		
150102	SMOG EXPRESS	PO-290553	11.25
		PO-294462	184.10
150103	SO COUNTY PROTECTIVE WEAR	PO-291129	1,424.91
150104	SOUTHWEST STRINGS	PO-294080	886.00
150105	SPORT CHALET	PO-292328	
150106			
150107	SPORTS USA ELITE TRAINING INC		
150108		PO-293175	279.48
150109	TIFCO INDUSTRIES	PO-290525	613.18
		PO-294461	407.15
150110	TRUCPAR CO	PO-290527	207.22
150111	TUTTLE-CLICK FORD	PO-290526	3,595.39
		PO-294475	8,350.79
150112	UNIQUE SWEEPING	PO-291130	252.00
150113	UNISOURCE CORP	PO-294528	965.05
150114	VERIZON WIRELESS	PO-291146	269.55
150115	VISTA PAINT CORP	PO-293475	96.09
150116	WAL MART COMMUNITY	PO-292881	307.87
		PO-293813	313.16

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Warrant		Reference		
	_	Number	Amount	
		PO-291035		
		PO-291792	305.11	
150118	WATERLINES TECHNOLOGIES INC	PO-294477	8,208.43	
150119	WESTERN GRAPHIX	PO-292665	175.00	
	OFFICE DEPOT	PO-292665 PO-290346	43.48	
150121	WAL MART COMMUNITY	PO-291026	67.12	
		PO-291027	78.83	
		PO-291029	172.10	
150122	WAL MART COMMUNITY	PO-291032	180.02	
		PO-292009	246.82	
		PO-294441		
	CENTENNIAL HERITAGE MUSEUM			
		PO-292110		
		PO-294466	2,443.79	
150126		PO-291531	74.34	
150127	CINTAS	PO-291623	254.77	
150128		PO-291397		
150129	CINTAS CORP	PO-290675		
		PO-291839		
	CITY OF SAN JUAN CAPISTRANO			
	CONSOLIDATED ELECT DISTR			
150132	DELL MARKETING L P	PO-294353		
		PO-294354	6,028.53	
		PO-294356	9,645.61	
		PO-294377		
		PO-294673		
		PO-294675		
			44.89	
		PO-294679		
		PO-294684		
	ELTEC REFRIGERATION			
	ENTERPRISE FLEET SERVICES			
		PO-290462		
	ORANGE COUNTY PROBATION DEPT			
150137	PRUDENTIAL OVERALL SUP	PO-290435	76.89	
150138	SAN DIEGO GAS & ELECTRIC	PO-290562	50,145.46	
150139	SANTA MARGARITA WATER	PO-290463	5,120.39	
150140	SMART & FINAL	PO-290220	60.02	
		PO-292217	84.18	
		PO-293069	57.97	
		PO-293668	40.93	
		PO-293879	88.87	
		PO-294087	33.49	
1 - 0 1 4 1	CO CAL EDICON CO	PO-294360	124.97	
150141	SO CAL EDISON CO	PO-290563	3,827.23	

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Warrant		Reference	
Number	Name of Payee	Number	Amount
			1,909.85
	SPECIALIZED TRANSPORTATION INC		
150144	THYSSENKRUPP ELEVATOR CORP	PO-293770	987.00
150145	UNITED RENTALS, INC.	PO-294004	1,158.32
150146	XEROX CORPORATION		
			16,425.91
150147	SPARKLETTS	PO-291269	16.68
150148	ARROWHEAD WATER ABE, STAN	PO-291076	111.91
150150	AKASHEH, OMAR	PV-003870	77.00
100101	indukeen, i.	10000/1	0.00
	ANGELINI, MICHAEL		
150153	BENHAM, MICHELLE		
			126.26
150154	BOOS, JANE		35.00
150155			7.00
150156			5.00
	•		67.00
	CLERK OF THE COURT -#06193LC		
150159	CROWLEY, HEIDI DE MESA, PAUL	PV-003886	56.08
150160		PV-003887	
150161	•	PV-003888	
150162	FALACARA, ELIZABETH		
150163	FAROOQI, NASIR	PV-003890	58.00
150164	FLORES, DANIEL	PV-003940	3.00
150165	GALOSIC, CHRISTINE	PV-003891	67.00
150166	GARRISON, JAMES	PV-003892	67.00
150167	•	PV-003893	5.00
150168	GONZALEZ, JESUS	PV-003894	70.00
150169		PV-004131	68.00
150170	HERNANDEZ, MARIA	PV-003895	9.00
150171	HIGHTOWER, SHERLIN	PV-003938	216.41
		PV-003896	
150173	ISKANDAR, MICHEL	PV-003897	71.00
150174	JOHNSON, TREVOR	PV-003898	67.00
150175	KELLMAN, TYLER	PV-003899	15.00
150176	KOBA, ROSALIA	PV-003900	22.45
150177	LO, ANITA	PV-003901	6.00
150178	MACIAS, MARCO	PV-003902	15.00
150179	MELLAH, KELSEA	PV-003903	29.00
150180	MIRZA, RYAN	PV-003904	5.00
150181	MOE, KENNETH L	PV~004006	110.58
150182	MURPHY, SEAN	PV-003905	2.00
150183	ORTIZ, JOSE	PV-003906	5.00
150184	PADILLA, RICHARD	PV-004133	74.00

68 CAPISTRANO UNIFIED SCHOOL DIST J13153 WARBRDCS H.00.00 04/21/10 PAGE 7 WARRANT LISTING

Warrant		Reference		
Number	Name of Payee	Number	Amount	
	Name of Payee			
150185	PALMER, RYAN	PV-003907	84.00	
150186	PAULICIV, MACKENZIE PEARL	PV-003908	60.00	
150187	PEREZ, LINA	PV-003999	6.49	
150188	PORTILLO, MICHAEL	PV-003910	87.00	
150189	PULIDO, DEBBIE	PV-004134	18.30	
150190	PULIDO, DEBBIE QUINTERO, ALISSA	PV-003911	69.00	
150191	RACHMAN, BROOKE	PV-003912	87.00	
150192		PV-003913	24.00	
150193	SILVER, BONNIE	PV-003914	2.00	
150194	SINCLAIR, HOLLY	PV-003915	25.00	
150195	SMITH, SARAH T.	PV-003934	353.51	
150196	STRAUSS, TAYLOR	PV-003916		
150197	STRICKLAND, GERRY			
150198	TANNER, GRACE	PV-003917	74.00	
150199	THAYER, MADISON	PV-003918	5.00	
150200		PV-003919	201.17	
150201	TRAN, MICHELLE MY-HANH	PV-004132	71.00	
150202		PV-003920	5.00	
150203	WEST, DEBORAH	PV-003939	7.00	
150204	WEST, DEBORAH ZOERNER, STEVE PLACEY, MONA KENNEY, VALERIE	PV-003921	34.77	
150205	PLACEY, MONA	PV-003909	145.00	
150206	KENNEY, VALERIE	PV-003944	69.00	
150207	KLISTER, PAMELA	PV-003945	20.50	
150208	KLINNEI, VALERIE KLISTER, PAMELA KLUCK, JANE LABAC, JULIE LIPPINCOTT, JAMIE	PV-003946	32.50	
150209	LABAC, JULIE	PV-003947	8.00	
150210	LIPPINCOTT, JAMIE	PV-003948	6.00	
150211	LUEHE, CHRISTOPHER	PV-003949	137.50	
150212	MAGANA, JOSE RAFAEL	PV-003950	57.20	
150213	MAGWOOD, DONNA KATHERINE	PV-003951	34.50	
150214		PV-003952	326.00	
150215	MENDEL, LINDA	PV-003953	231.00	
150216	MIEDEMA, BENJAMIN	PV-003954	188.50	
150217	MITCHELL, KAREN P	PV-003955	236.50	
150218	NESTOR, GREGORY	PV-003956	124.50	
150219	NORRIS, MAUREEN	PV-003957	143.50	
150220	PAGEL, VELDA	PV-003958	45.00	
150221	PATERSON, ELIZABETH	PV-003959	178.50	
150222	PEREZ, VIRGINIA	PV-003960	16.00	
150223	PINKERTON, DAN	PV-003961	125.50	
150224	PLACE, SUSAN	PV-003962	21.00	
150225	RAFF, DEIDRE	PV-003963	133.00	
150226	REECE, MEGAN	PV-003965	103.00	
150227	REEDER, MELISSA	PV-003967	27.50	
150228	REIDER, TERESA	PV-003969	9.50	
150229	RODRIGUEZ, MICHELLE	PV-003971	123.50	

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Maxant		Doforondo	
Warrant	Name of David	Reference	Amount
Number	Name of Payee	Nullider	Amount
			23.00
150231	SHAH, RANA SHAPLAND, CHERYL SHOBE, RON STIRLING, ROBERT STOFFEL, DAVID E THOMAS, CANDIS A	PV-003976	
150232	SHOBE, RON	PV-003977	38.00
150233	STIRLING, ROBERT	PV-003983	109.50
150234	STOFFEL. DAVID E	PV-003985	68.00
150235	THOMAS, CANDIS A	PV-003987	31.00
		PV-003989	56.00
150237	VARGAS, DAVID	PV-003991	
150238	WALTERS, ELAINE	PV-003993	83.00
150239	WEINELL, CAROL	PV-003995	58.00
150240	WESTOVER, JULIE		219.50
150241	WONDRA, TIFFANY	PV-004000	40.00
150242	WYNNE, LAUREN	PV-004001	96.00
150243	YOTA, DENISE	PV-004003	50.85
150244	YOUNGERMAN, PAUL	PV-004002	35.00
150245	ZINSSER, ABBEY	PV-004004	15.00
150246	SANDERS, LORNA L	PV-003973	76.00
150247	NELSON, LARRY	PO-293517	3,840.00
150248	NELSON, LARRY	PO-293516	3,840.00
150249	ADAMS, KARA	PV-004017	159.48
150250	VAN DER WAL, KATRINA VARGAS, DAVID WALTERS, ELAINE WEINELL, CAROL WESTOVER, JULIE WONDRA, TIFFANY WYNNE, LAUREN YOTA, DENISE YOUNGERMAN, PAUL ZINSSER, ABBEY SANDERS, LORNA L NELSON, LARRY NELSON, LARRY ADAMS, KARA AGUILAR, ZITA	PV-004018	102.70
		PV-004019	155.70
	BANH, JULIE/NAM	PV-004020	612.00
150253	BARNARD, ERIC & JENNIFER	PV-004021	83.20
150254	BECERRA, ANTONIO	PV-004022	141.30
150255	BECERRA, ANTONIO BELANGER, JEFF	PV-004023	222.36
150256	BELLOMO, PHILIP &/OR KATHY BLACKABY, ELIZABETH BONDE, CRAIG AND/OR JOY	PV-004024	135.36
150257	BLACKABY, ELIZABETH	PV-004025	272.16
150258	BONDE, CRAIG AND/OR JOY	PV-004026	1,020.95
150259	BOYD. VALERIE	PV-004027	104.22
150260	BRESSLER, ERIC & KATHY	PV-004028	90.72
150261	BROWN, MARK OR HENRIETTE	PV-004029 PV-004030	55.08
150262	CANTWELL, CAROL	PV-004030	77.44
150263	CASE, CHRISTINA OR WESLEY	PV-004031	119.70
150264	CLARK, BRIAN OR YOLANDA	PV-004032	254.16
150265	COLCLASER, CAROLEE AND DAVID	PV-004033	170.56
150266	CUHADAROGLU, MEHMET OR BELGIN	PV-004034	869.04
150267	DE LORENZO, PATRICK & AINA	PV-004037	32.46
150268	DEANE, WILLIAM &/OR JANICE	PV-004035	103.99
150269	DEAR, RICHARD OR DANA	PV-004036	101.76
150270	DICK, CRAIG OR BILLIE	PV-004038	211.48
150271	EASTMAN, STEPHEN OR TARA	PV-004039	173.76
150272	ESPEJEL, LUIS & MARIA	PV-004041	41.16
150273	FAZELI, FARIBORZ & SURUR	PV-004042	605.49
150274	FERREN, MATTHEW &/OR KATIE	PV-004044	170.64

68 CAPISTRANO UNIFIED SCHOOL DIST J13153 WARBRDCS H.00.00 04/21/10 PAGE 9 WARRANT LISTING

Warrant		Reference	
	Name of Pavee		Amount
	Name of Payee		
	GAITAN, SCOTT & BEVERLY Z.		
150276	GAU, MARY C.	PV-004046	346.50
150277	GIDEONS CHRIS OF VALLT	PV-004048	472.40
150278	GORDON, DEBRA L GUZMAN GARCIA, OMAR HARRAMAN, RUSSEL & IVANA	PV-004049	531.30
150279	GUZMAN GARCIA, OMAR	PV-004050	199.36
150280	HARRAMAN, RUSSEL & IVANA	PV-004051	90.30
150281		PV-004052	264.17
150282	HILL, REBECCA OR BARR	PV-004058	160.61
150283	HOGGATT, ROBERT/VERONICA	PV-004060	352.24
	HYLTON, CHRIS OR HERMINIA		
	JACKSON, BEN & JENNIFER	PV-004063	
150286	JAMES, JUSTIN & ARLEN	PV-004064	76.68
150287	JARRELL, INESSA	PV-004068	829.69
150288	JARRELL, INESSA JOHNSON, LORI	PV-004072	209.52
150289	JONES, DANNY & NANCY	PV-004073	166.88
150290	LAW, YUET	PV-004074	291.72
150291	LEE, THOMAS AND/OR DESPINA	PV-004075	458.88
150292		PV-004078	210.00
150293	LO, BRI <b>AN &amp; KRISTIE</b>	PV-004079	270.72
150294	LOPEZ, DAVID J	PV-004118	104.72
150295	MARTIN, PETER/NORMA	PV-004081	26.64
150296	MC CLURE, HEATHER	PV-004083	140.35
150297	MC ILVAIN, PATRICK/STEPHANIE	PV-004084	324.76
150298	MCBRIDE, MELISSA	PV-004095	169.12
150299	MIKKELSON, NICOLE	PV-004087	169.50
150300	MURIELLA, SAM AND MARIETTE	PV-004088	978.77
150301	NG, FARIA	PV-004114	365.44
150302	NG, FARIA O'CONNOR, SARAH	PV-004092	141.44
150303		PV-004091	313.12
150304	PERALTA, PAUL & JESSICA	PV-004093	615.68
150305	PORTER, DARREN OR JENNY	PV-004094	289.52
150306	PRINGLE, DIANE	PV-004096	134.28
	RAMOS, FERNANDO	PV-004097	92.58
150308	RETTBERG, HELEN	PV-004098	700.38
150309	RODAS, PHILLIP AND CAROLYN	PV-004099	152.55
150310	ROHDE, JAN &/OR JOY	PV-004100	103.70
150311	ROTH, JAY &/OR KERI	PV-004101	254.66
150312	SANDOR, LASZLO/COURTENAY	PV-004102	220.80
150313	SCHAFER, THEODORE/BARBARA	PV-004103	172.00
150314	SCHMID, DANIEL	PV-004104	275.04
150315	SHOOK, SIAN	PV-004105	336.24
150316	STALEY, ANNA DAWN	PV-004107	49.12
150317	STEBENNE, STUART/LISA	PV-004106	314.50
150318	SUTTON, DAVID AND DANIELLE	PV-004108	346.32
150319	TIRADO, OTILIA	PV-004109	65.45

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Warrant Number	Name of Payee	Reference Number	Amount
150321	VON DWINGELO, ANTHONY/ELIZABET	PV-004111	43.20
150322	WALLACE, GREG OR SHELLY	PV-004112	313.95
150323	TRITZ, RICHARD &/OR JULIE VON DWINGELO, ANTHONY/ELIZABET WALLACE, GREG OR SHELLY WILLIAMS, JAMES &/OR GINI	PV-004113	87.36
150324	ZABALA, DANIEL & JACQUELINE	PV-004115	158.40
150325	ZABOROWSKI, JEFF AND WENDY	PV-004116	350.88
150326	ZELAYA, ALFONSO & PAMELA	DV 004117	95.76
150327	ADAMSON, CORAL	PV-003964	280.00
		DV-004080	58 50
150329	BENE, CHERI	PV-003968	123.00
150330	AVILA, THERESE BENE, CHERI BIRKINSHAW, SANDY BRANNON, DESIREE	PV-003974	327.00
150331	BIRKINSHAW, SANDY BRANNON, DESIREE BROWN, AMY	PV-004076	152.50
		PV-003970	189.00
150333	BUSENKELL, WILLIAM	PV-003972	15.00
150334	BITTLER SUSAN	PV-004057	72.00
150335	CARDIN, PATTI	PV-003984	62.50
150336	CARDIN, PATTI CARNAHAN, GAIL CASTEEL, JANICE CAUDILL, AMANDA CLIFT, LYNNETTE I	PV-004059	105.50
150337	CASTEEL, JANICE	PV-004082	74.00
150338	CAUDILL, AMANDA	PV-003982	278.00
150339	CLIFT, LYNNETTE I	PV-003979	147.50
150340	COPPOLA, LUCI	PV-003981	131.50
	CORNEJO, EDUARDO	PV-003978	133.00
150342	CUNNINGHAM, CHADWICK	PV-004067	64.50
150343	CUNNINGHAM, CHADWICK DAVENPORT, DAVID	PV-003986	98.50
150344	DEVINCENZI, MARK	PV-003988	51.50
150345		PV-004085	238.00
	EATON, ANDREA	PV-003994	28.50
150347	EFFENBERGER, PATRICIA	PV-004062	56.00
150348	ELKINS, KAREN	PV-003996	144.00
		PV-004065	95.00
		PV-003998	296.50
150351	ENRIQUEZ, MICHELLE L	PV-003992	87.50
150352		PV-004012	91.00
120222	FLINN, MARGAREI	PV-004008	108.00
150354	FREDRIKSZ, LAURA	PV-004010	143.00
150355	FRIEDLANDER, DOROTHY	PV-004011	196.50
150356	GAST, LUCIBEL	PV-004013	49.00
150357	GIELOW, CYNTHIA	PV-004015	70.00
150358	GILL, ARVINDER	PV-004014	109.00
150359	GONG, PHOEBE	PV-004089	196.00
150360	GRAY, LISA	PV-004090	93.00
150361	GRUPE, CHRISTINA	PV-004086	37.20
150362	HANSINK, MARISA	PV-004043	96.50
150363	HARMAN, NANCY	PV-004054	153.00
150364	HATLER, JAIME	PV-004040	461.00

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Number         Name of Payee         Number         Accunt           150365         HAUN, BARBARA         PV-004016         198.00           150366         HERVEY, ROBIN         PV-004070         89.65           150366         HERVEY, ROBIN         PV-004070         29.65           150366         HOMMA, SUSAN         PV-004069         140.50           150370         JIMENEZ, DENISE         PV-004055         150.350           150371         JONES, JOSEPH         PV-004055         150.350           150372         ODELL, DROTHY         PV-003966         108.00           150374         BEAIM, BROCKE         PV-003966         108.00           150375         US BANK CORP PAYMENT SYSTEM         PV-004123         583.41           PV-004123         583.41         PV-004124         16,309.04           PV-004124         16,309.04         PV-004126         1,305.40           PV-004125         1,305.40         PV-004127         3,447.15           PV-004126         1,07.36         PV-004127         3,165.45           150376         US BANK CORP PAYMENT SYSTEM         PV-004127         3,105.45           150377         CAPTRANO UNIFLED SCHOOL DIST         PO-290518         62,070.23	Warrant		Reference	
150365         HAUN, BARBARA         PV-004016         198.00           150366         HERVEY, ROBIN         PV-004070         89.65           150366         HILL, DAWN         PV-004069         140.50           150368         HOMMA, SUSAN         PV-004071         231.70           150370         DIENEZ, DENISE         PV-004055         150.50           150371         JONES, JOSEPH         PV-004055         150.50           150372         ODELL, DROTHY         PV-00356         108.00           150374         EDEN, CRIS         PV-003960         101.00           150375         US BANK CORP PAYMENT SYSTEM         PV-004123         533.41           PV-004126         107.36         PV-004126         107.36           PV-004126         107.36         PV-004127         3,405.45           150376         US BANK CORP PAYMENT SYSTEM         PV-004127         3,405.45           150377         CAPISTRANO UNIFIED SCHOOL DIST         PO-290548         717.23           150380         MISSION VILSO GLASS         PO-290548         717.23           150381         OFFTCE DEPOT         PO-290541         105.54           150382         CRANGE CTY TANK TESTING         PO-290530         22,496.32	Number	Name of Payee	Number	Amount
150371       ODELL, DOROTHY       PV-004053       183.50         150373       BEAHM, BROOKE       PV-003966       108.00         150374       EDEN, CRIS       PV-003990       101.00         150375       US BANK CORP PAYMENT SYSTEM       CM-000081       34.51-         PV-004123       583.41         PV-004124       16,309.04         PV-004125       1,305.40         PV-004126       107.36         PV-004127       3,447.15         PV-004127       3,447.15         PV-004127       3,105.45         150376       US BANK CORP PAYMENT SYSTEM       PV-004127         150377       CAPISTRANO UNIFIED SCHOOL DIST       PO-290538       62,070.23         150378       AFS EDUCATION FINANCE       PO-290453       20,000.00         150379       COX COMMUNICATIONS       PO-290458       717.23         150380       MISSION VIEJO GLASS       PO-290456       1,500.00         150381       OFFICE DEPOT       PO-290556       1,500.00         150384       PRECISION TUNE AUTO CARE       PO-291107       79.96         150385       RED WINS SHOE STORE       PO-29128       2,831.13         150386       SCHOLASTIC INC       PO-294213	150365	HAUN, BARBARA		
150371       ODELL, DOROTHY       PV-004053       183.50         150373       BEAHM, BROOKE       PV-003966       108.00         150374       EDEN, CRIS       PV-003990       101.00         150375       US BANK CORP PAYMENT SYSTEM       CM-000081       34.51-         PV-004123       583.41         PV-004124       16,309.04         PV-004125       1,305.40         PV-004126       107.36         PV-004127       3,447.15         PV-004127       3,447.15         PV-004127       3,105.45         150376       US BANK CORP PAYMENT SYSTEM       PV-004127         150377       CAPISTRANO UNIFIED SCHOOL DIST       PO-290538       62,070.23         150378       AFS EDUCATION FINANCE       PO-290453       20,000.00         150379       COX COMMUNICATIONS       PO-290458       717.23         150380       MISSION VIEJO GLASS       PO-290456       1,500.00         150381       OFFICE DEPOT       PO-290556       1,500.00         150384       PRECISION TUNE AUTO CARE       PO-291107       79.96         150385       RED WINS SHOE STORE       PO-29128       2,831.13         150386       SCHOLASTIC INC       PO-294213	150366	HERVEY, ROBIN		
150371       ODELL, DOROTHY       PV-004053       183.50         150373       BEAHM, BROOKE       PV-003966       108.00         150374       EDEN, CRIS       PV-003990       101.00         150375       US BANK CORP PAYMENT SYSTEM       CM-000081       34.51-         PV-004123       583.41         PV-004124       16,309.04         PV-004125       1,305.40         PV-004126       107.36         PV-004127       3,447.15         PV-004127       3,447.15         PV-004127       3,105.45         150376       US BANK CORP PAYMENT SYSTEM       PV-004127         150377       CAPISTRANO UNIFIED SCHOOL DIST       PO-290538       62,070.23         150378       AFS EDUCATION FINANCE       PO-290453       20,000.00         150379       COX COMMUNICATIONS       PO-290458       717.23         150380       MISSION VIEJO GLASS       PO-290456       1,500.00         150381       OFFICE DEPOT       PO-290556       1,500.00         150384       PRECISION TUNE AUTO CARE       PO-291107       79.96         150385       RED WINS SHOE STORE       PO-29128       2,831.13         150386       SCHOLASTIC INC       PO-294213	150367	HILL, DAWN		749.85
150371       ODELL, DOROTHY       PV-004053       183.50         150373       BEAHM, BROOKE       PV-003966       108.00         150374       EDEN, CRIS       PV-003990       101.00         150375       US BANK CORP PAYMENT SYSTEM       CM-000081       34.51-         PV-004123       583.41         PV-004124       16,309.04         PV-004125       1,305.40         PV-004126       107.36         PV-004127       3,447.15         PV-004127       3,447.15         PV-004127       3,105.45         150376       US BANK CORP PAYMENT SYSTEM       PV-004127         150377       CAPISTRANO UNIFIED SCHOOL DIST       PO-290538       62,070.23         150378       AFS EDUCATION FINANCE       PO-290453       20,000.00         150379       COX COMMUNICATIONS       PO-290458       717.23         150380       MISSION VIEJO GLASS       PO-290456       1,500.00         150381       OFFICE DEPOT       PO-290556       1,500.00         150384       PRECISION TUNE AUTO CARE       PO-291107       79.96         150385       RED WINS SHOE STORE       PO-29128       2,831.13         150386       SCHOLASTIC INC       PO-294213	150368	HOMMA, SUSAN		
150371       ODELL, DOROTHY       PV-004053       183.50         150373       BEAHM, BROOKE       PV-003966       108.00         150374       EDEN, CRIS       PV-003990       101.00         150375       US BANK CORP PAYMENT SYSTEM       CM-000081       34.51-         PV-004123       583.41         PV-004124       16,309.04         PV-004125       1,305.40         PV-004126       107.36         PV-004127       3,447.15         PV-004127       3,447.15         PV-004127       3,105.45         150376       US BANK CORP PAYMENT SYSTEM       PV-004127         150377       CAPISTRANO UNIFIED SCHOOL DIST       PO-290538       62,070.23         150378       AFS EDUCATION FINANCE       PO-290453       20,000.00         150379       COX COMMUNICATIONS       PO-290458       717.23         150380       MISSION VIEJO GLASS       PO-290456       1,500.00         150381       OFFICE DEPOT       PO-290556       1,500.00         150384       PRECISION TUNE AUTO CARE       PO-291107       79.96         150385       RED WINS SHOE STORE       PO-29128       2,831.13         150386       SCHOLASTIC INC       PO-294213	150369	HUYNH, TINA		
150371       ODELL, DOROTHY       PV-004053       183.50         150373       BEAHM, BROOKE       PV-003966       108.00         150374       EDEN, CRIS       PV-003990       101.00         150375       US BANK CORP PAYMENT SYSTEM       CM-000081       34.51-         PV-004123       583.41         PV-004124       16,309.04         PV-004125       1,305.40         PV-004126       107.36         PV-004127       3,447.15         PV-004127       3,447.15         PV-004127       3,105.45         150376       US BANK CORP PAYMENT SYSTEM       PV-004127         150377       CAPISTRANO UNIFIED SCHOOL DIST       PO-290538       62,070.23         150378       AFS EDUCATION FINANCE       PO-290453       20,000.00         150379       COX COMMUNICATIONS       PO-290458       717.23         150380       MISSION VIEJO GLASS       PO-290456       1,500.00         150381       OFFICE DEPOT       PO-290556       1,500.00         150384       PRECISION TUNE AUTO CARE       PO-291107       79.96         150385       RED WINS SHOE STORE       PO-29128       2,831.13         150386       SCHOLASTIC INC       PO-294213	150370	JIMENEZ, DENISE		
150372         ODELL, DOROTHY         PV-004053         183.50           150373         BEAIM, EROCKE         PV-0033966         108.00           150374         EDEN, CRIS         PV-003990         101.00           150375         US BANK CORP FAYMENT SYSTEM         PV-004123         583.41           PV-004123         563.41         PV-004124         16,309.04           PV-004124         16,309.04         PV-004126         107.36           PV-004126         107.36         PV-004127         3,447.15           PV-004127         3,447.15         PV-004130         1,206.73           150376         US BANK CORP FAYMENT SYSTEM         PV-004130         1,206.73           150377         CAPISTRANO UNIFIED SCHOOL DIST         PO-290538         62,070.23           150378         AFS EDUCATION FINANCE         PO-290453         717.23           150380         MISSION VIEJO GLASS         PO-290264         745.00           150381         OFFICE DEPOT         PO-290344         105.54           150382         ORANGE CTY TANK TESTING         PO-290314         105.54           150385         RED WING SHOE STORE         PO-291128         2,831.13           150386         SADDLEBACK EDUCATIONAL PUBLISH	150371	JONES, JOSEPH		
150373         BEAHM, BROOKE         PV-0033966         108.00           150374         EDEN, CRIS         PV-0033990         101.00           150375         US BANK CORP PAYMENT SYSTEM         CM-000081         34.51-           PV-004123         553.41         PV-004124         16,309.04           PV-004125         1,305.40         PV-004127         3,447.15           PV-004127         3,447.15         PV-004130         1,206.73           150376         US BANK CORP PAYMENT SYSTEM         PV-004127         3,105.45           150377         CAPISTRANO UNIFIED SCHOOL DIST         PO-290538         62,070.23           150378         AFS EDUCATION FINANCE         PO-290458         717.23           150380         MISSION VIEJO GLASS         PO-290566         1,500.00           150381         OFFICE DEPOT         PO-29107         79.6           150382         ORANGE CTY TANK TESTING         PO-291107         79.96           150383         PERCO ILANOND INC         PO-291107         79.96           150384         PRECISION TUNE AUTO CARE         PO-291122         2,431.13           150385         REDU NINS SHOE STORE         PO-291322         374.43           150386         SADDLEBACK EDUCATIONAL PUBLISH </td <td></td> <td></td> <td></td> <td></td>				
150374         EDEN, CRIS         PV-003990         101.00           150375         US BANK CORP PAYMENT SYSTEM         CM-000081         34.51-           PV-004123         583.41           PV-004123         583.41           PV-004125         1,305.40           PV-004125         1,305.40           PV-004126         107.36           PV-004127         3,447.15           PV-004130         1,206.73           150376         US BANK CORP PAYMENT SYSTEM         PV-004127         3,105.45           150377         CAPISTRANO UNIFIED SCHOOL DIST         PO-290538         62,070.23           150378         AFS EDUCATION FINANCE         PO-290458         717.23           150380         MISSION VIEJO GLASS         PO-290264         745.00           150381         OFFICE DEPOT         PO-290303         22,496.32           150382         CRANGE CTT TANK TESTING         PO-291107         79.96           150383         PETRO DIAMOND INC         PO-291107         79.96           150384         PECISION TUNE AUTO CARE         PO-29113         188.46           150385         SCHOLN UNESE         PO-291423         189.46           150387         SCANTRON SERVICE GROUP         PO-				
150375         US BANK CORP PAYMENT SYSTEM         CM-000081         34.51-           PV-004123         583.41           PV-004125         1,305.40           PV-004126         107.36           PV-004127         3,447.15           PV-004127         3,447.15           150376         US BANK CORP PAYMENT SYSTEM         PV-004127           150377         CAPISTRANO UNIFIED SCHOOL DIST         PO-290538           150378         AFS EDUCATION FINANCE         PO-290458           150378         AFS EDUCATION FINANCE         PO-290458           150378         COX COMMUNICATIONS         PO-290344           150380         MISSION VIEJO GLASS         PO-290556         1,500.00           150381         OFFICE DEPOT         PO-290530         22,496.32           150384         PERCISION TUNE AUTO CARE         PO-290128         2,831.13           150385         RED WING SHOE STORE         PO-290456         138.46           150386         SCHOLASTIC INC         PO-290456         700.00           150387         SCANTRON SERVICE GROUP         PO-294322         374.43           150388         SCHOLASTIC INC         PO-294325         138.46           150390         SCHOOL NURSE         PO				
PV-004123         583.41           PV-004124         16,309.04           PV-004125         1,305.40           PV-004126         107.36           PV-004127         3,447.15           PV-004127         3,447.15           PV-004127         3,447.15           150376         US BANK CORP PAYMENT SYSTEM         PV-004127           150377         CAPISTRANO UNIFIED SCHOOL DIST         PO-290538         62,070.23           150378         AFS EDUCATION FINANCE         PO-290453         20,000.00           150379         COX COMMUNICATIONS         PO-290458         717.23           150380         MISSION VIEJO GLASS         PO-290530         22,496.32           150381         OFFICE DEPOT         PO-290530         22,496.32           150384         PRECISION TUNE AUTO CARE         PO-290128         2,831.13           150385         RED WING SHOE STORE         PO-29128         2,831.13           150386         SADDLEBACK EDUCATIONAL PUBLISH         PO-294325         138.46           150387         SCANTRON SERVICE GROUP         PO-294325         374.43           150388         SCHOLASTIC INC         PO-294035         138.46           150391         SCHOOL NURSE         PO-294425				
PV-004124         16,309.04           PV-004125         1,305.40           PV-004126         107.36           PV-004127         3,447.15           PV-004127         3,105.45           150376         US BANK CORP PAYMENT SYSTEM         PV-004127         3,105.45           150377         CAPISTRANO UNIFIED SCHOOL DIST         PO-290538         62,070.23           150378         AFS EDUCATION FINANCE         PO-290458         717.23           150380         MISSION VIEJO GLASS         PO-290264         745.00           150381         OFFICE DEPOT         PO-290556         1,500.00           150383         PETCO DIAMOND INC         PO-290530         22,496.32           150384         PRECISION TUNE AUTO CARE         PO-291107         79.96           150385         RED WING SHOE STORE         PO-291322         374.43           150386         SCHOLATICN SERVICE GROUP         PO-294322         374.43           150387         SCHOL NURSE         PO-294085         143.79           150390         SCHOL NURSE         PO-294084         191.84           150391         SCIENCE KIT & BOREAL LAB         PO-294085         143.79           150392         SHAMROCK SUPPLY CO INC         PO-29335				
PV-004125         1,305.40           PV-004126         107.36           PV-004127         3,447.15           PV-004127         3,147.15           PV-004127         3,105.45           150376         US BANK CORP PAYMENT SYSTEM         PV-004127           150377         CAPISTRANO UNIFIED SCHOOL DIST         PO-290538         62,070.23           150378         AFS EDUCATION FINANCE         PO-290463         20,000.00           150379         COX COMMUNICATIONS         PO-290424         105.54           150380         MISSION VIEJO GLASS         PO-290264         745.00           150381         OFFICE DEPOT         PO-290344         105.54           150382         ORANGE CTY TANK TESTING         PO-290556         1,500.00           150383         PETRO DIAMOND INC         PO-291128         2,831.13           150386         RED WING SHOE STORE         PO-291128         2,831.13           150387         SCANTRON SERVICE GROUP         PO-294322         374.43           150388         SCHOLASTIC INC         PO-294355         138.46           150389         SCHOOL SPECIALTY         PO-294213         189.86           150391         SCIENCE KIT & BOREAL LAB         PO-294085         14			PV-004124	16,309.04
PV-004127         3,447.15           PV-004130         1,206.73           150376         US BANK CORP PAYMENT SYSTEM         PV-004127         3,105.45           150377         CAPISTRANO UNIFIED SCHOOL DIST         PO-290538         62,070.23           150378         AFS EDUCATION FINANCE         PO-294653         20,000.00           150379         COX COMMUNICATIONS         PO-290458         717.23           150380         MISSION VIEJO GLASS         PO-290344         105.54           150382         ORANGE CTY TANK TESTING         PO-290530         22,496.32           150383         PETRO DIAMOND INC         PO-2901107         79.96           150384         PRECISION TUNE AUTO CARE         PO-291128         2,831.13           150385         RED WING SHOE STORE         PO-294325         138.46           150386         SADDLEBACK EDUCATIONAL PUBLISH         PO-294035         138.46           150387         SCANTRON SERVICE GROUP         PO-294257         39.67           150388         SCHOOL NURSE         PO-294257         39.67           150390         SCHOOL SPECIALTY         PO-294255         27.74           PO-294084         191.84         PO-294085         143.79           150392			PV-004125	
PV-004130         1,206.73           150376         US BANK CORP PAYMENT SYSTEM         PV-004127         3,105.45           150377         CAPISTRANO UNIFIED SCHOOL DIST         PO-290538         62,070.23           150378         AFS EDUCATION FINANCE         PO-294553         20,000.00           150379         COX COMMUNICATIONS         PO-290458         717.23           150380         MISSION VIEJO GLASS         PO-290264         745.00           150381         OFFICE DEPOT         PO-290556         1,500.00           150382         PRERO DIAMOND INC         PO-290530         22,496.32           150384         PRECISION TUNE AUTO CARE         PO-291128         2,831.13           150385         RED WING SHOE STORE         PO-293656         700.00           150386         SADDLEBACK EDUCATIONAL PUBLISH         PO-294035         138.46           150387         SCANTRON SERVICE GROUP         PO-294597         36.67           150389         SCHOOL NURSE         PO-294685         70.00           150390         SCHOOL SPECIALTY         PO-294297         36.67           150391         SCIENCE KIT & BOREAL LAB         PO-294085         143.79           150392         SHAMROCK SUPPLY CO INC         PO-294255			PV-004126	107.36
PV-004130         1,206.73           150376         US BANK CORP PAYMENT SYSTEM         PV-004127         3,105.45           150377         CAPISTRANO UNIFIED SCHOOL DIST         PO-290538         62,070.23           150378         AFS EDUCATION FINANCE         PO-294553         20,000.00           150379         COX COMMUNICATIONS         PO-290458         717.23           150380         MISSION VIEJO GLASS         PO-290264         745.00           150381         OFFICE DEPOT         PO-290556         1,500.00           150382         PRERO DIAMOND INC         PO-290530         22,496.32           150384         PRECISION TUNE AUTO CARE         PO-291128         2,831.13           150385         RED WING SHOE STORE         PO-293656         700.00           150386         SADDLEBACK EDUCATIONAL PUBLISH         PO-294035         138.46           150387         SCANTRON SERVICE GROUP         PO-294597         36.67           150389         SCHOOL NURSE         PO-294685         70.00           150390         SCHOOL SPECIALTY         PO-294297         36.67           150391         SCIENCE KIT & BOREAL LAB         PO-294085         143.79           150392         SHAMROCK SUPPLY CO INC         PO-294255			PV-004127	3,447.15
150377         CAPISTRANO UNIFIED SCHOOL DIST         PO-290538         62,070.23           150378         AFS EDUCATION FINANCE         PO-294653         20,000.00           150379         COX COMMUNICATIONS         PO-290458         717.23           150380         MISSION VIEJO GLASS         PO-290264         745.00           150381         OFFICE DEPOT         PO-290344         105.54           150382         ORANGE CTY TANK TESTING         PO-290530         22,496.32           150384         PERCISION TUNE AUTO CARE         PO-291107         79.96           150385         RED WING SHOE STORE         PO-294035         138.46           150386         SADDLEBACK EDUCATIONAL PUBLISH         PO-294035         138.46           150387         SCANTRON SERVICE GROUP         PO-294322         374.43           150388         SCHOLASTIC INC         PO-294035         138.46           150391         SCIENCE KIT & BOREAL LAB         PO-294035         143.79           150392         SHAMROCK SUPPLY CO INC         PO-294085         143.79           150393         SMARDAN SUPPLY COMPANY         PO-290847         84.00           PO-294085         SOUTH COAST MEDICAL GROUP         PO-290847         84.00           PO-291062			PV-004130	1,206.73
150378         AFS EDUCATION FINANCE         PO-294653         20,000.00           150379         COX COMMUNICATIONS         PO-290458         717.23           150380         MISSION VIEJO GLASS         PO-290264         745.00           150381         OFFICE DEPOT         PO-290344         105.54           150382         ORANGE CTY TANK TESTING         PO-290556         1,500.00           150384         PERCISION TUNE AUTO CARE         PO-291128         2,496.32           150385         RED WING SHOE STORE         PO-294035         138.46           150386         SADDLEBACK EDUCATIONAL PUBLISH         PO-294035         138.46           150387         SCANTRON SERVICE GROUP         PO-294035         138.46           150388         SCHOLASTIC INC         PO-294035         138.46           150390         SCHOOL NURSE         PO-294035         189.86           150391         SCIENCE KIT & BOREAL LAB         PO-294035         143.79           150392         SHAMROCK SUPPLY CO INC         PO-294085         143.79           150393         SMARDAN SUPPLY COMPANY         PO-290847         84.00           PO-294085         143.79         PO-294428         591.60           150393         SMARDAN SUPPLY COMPANY	150376	US BANK CORP PAYMENT SYSTEM	PV-004127	3,105.45
150379       COX COMMUNICATIONS       PO-290458       717.23         150380       MISSION VIEJO GLASS       PO-290264       745.00         150381       OFFICE DEPOT       PO-290344       105.54         150382       ORANGE CTY TANK TESTING       PO-290556       1,500.00         150383       PETRO DIAMOND INC       PO-290530       22,496.32         150384       PRECISION TUNE AUTO CARE       PO-291107       79.96         150385       RED WING SHOE STORE       PO-294322       374.43         150386       SADDLEBACK EDUCATIONAL PUBLISH       PO-294322       374.43         150387       SCANTRON SERVICE GROUP       PO-294556       700.00         150388       SCHOL NURSE       PO-294597       39.67         150390       SCHOOL NURSE       PO-294213       189.86         150391       SCIENCE KIT & BOREAL LAB       PO-294084       191.84         PO-294085       143.79       150392       SHAMROCK SUPPLY CO INC       PO-294255       27.74         PO-294085       143.79       150394       SOUTH COAST MEDICAL GROUP       PO-290427       84.00         PO-291062       55.00       150394       SOUTHERN COUNTIES OIL CO       PO-290529       18,205.12         150395 <td>150377</td> <td>CAPISTRANO UNIFIED SCHOOL DIST</td> <td>PO-290538</td> <td>62,070.23</td>	150377	CAPISTRANO UNIFIED SCHOOL DIST	PO-290538	62,070.23
150379       COX COMMUNICATIONS       PO-290458       717.23         150380       MISSION VIEJO GLASS       PO-290264       745.00         150381       OFFICE DEPOT       PO-290344       105.54         150382       ORANGE CTY TANK TESTING       PO-290556       1,500.00         150383       PETRO DIAMOND INC       PO-290530       22,496.32         150384       PRECISION TUNE AUTO CARE       PO-291107       79.96         150385       RED WING SHOE STORE       PO-294322       374.43         150386       SADDLEBACK EDUCATIONAL PUBLISH       PO-294322       374.43         150387       SCANTRON SERVICE GROUP       PO-294556       700.00         150388       SCHOL NURSE       PO-294597       39.67         150390       SCHOOL NURSE       PO-294213       189.86         150391       SCIENCE KIT & BOREAL LAB       PO-294084       191.84         PO-294085       143.79       150392       SHAMROCK SUPPLY CO INC       PO-294255       27.74         PO-294085       143.79       150394       SOUTH COAST MEDICAL GROUP       PO-290427       84.00         PO-291062       55.00       150394       SOUTHERN COUNTIES OIL CO       PO-290529       18,205.12         150395 <td>150378</td> <td>AFS EDUCATION FINANCE</td> <td>PO-294653</td> <td>20,000.00</td>	150378	AFS EDUCATION FINANCE	PO-294653	20,000.00
150381       OFFICE DEPOT       P0-290344       105.54         150382       ORANGE CTY TANK TESTING       P0-290556       1,500.00         150383       PETRO DIAMOND INC       P0-290530       22,496.32         150384       PRECISION TUNE AUTO CARE       P0-291107       79.96         150385       RED WING SHOE STORE       P0-291128       2,831.13         150386       SADDLEBACK EDUCATIONAL PUBLISH       P0-294035       138.46         150387       SCANTRON SERVICE GROUP       P0-294322       374.43         150388       SCHOLASTIC INC       P0-29455       700.00         150390       SCHOOL NURSE       P0-294213       189.86         150391       SCIENCE KIT & BOREAL LAB       P0-294085       143.79         150392       SHAMROCK SUPPLY CO INC       P0-294255       27.74         P0-294085       143.79       150394       SOUTH COAST MEDICAL GROUP       P0-29354       1,035.69         150394       SOUTH COAST MEDICAL GROUP       P0-290847       84.00       P0-291062       55.00         150395       SOUTHERN COUNTIES OIL CO       P0-290529       18,205.12       150396       SPORTS FACILITIES GROUP INC       P0-290529       18,205.12         150396       SPORTS FACILITIES GROUP INC </td <td>150379</td> <td>COX COMMUNICATIONS</td> <td>PO-290458</td> <td>717.23</td>	150379	COX COMMUNICATIONS	PO-290458	717.23
150381       OFFICE DEPOT       P0-290344       105.54         150382       ORANGE CTY TANK TESTING       P0-290556       1,500.00         150383       PETRO DIAMOND INC       P0-290530       22,496.32         150384       PRECISION TUNE AUTO CARE       P0-291107       79.96         150385       RED WING SHOE STORE       P0-291128       2,831.13         150386       SADDLEBACK EDUCATIONAL PUBLISH       P0-294035       138.46         150387       SCANTRON SERVICE GROUP       P0-294322       374.43         150388       SCHOLASTIC INC       P0-29455       700.00         150390       SCHOOL NURSE       P0-294213       189.86         150391       SCIENCE KIT & BOREAL LAB       P0-294085       143.79         150392       SHAMROCK SUPPLY CO INC       P0-294255       27.74         P0-294085       143.79       150394       SOUTH COAST MEDICAL GROUP       P0-29354       1,035.69         150394       SOUTH COAST MEDICAL GROUP       P0-290847       84.00       P0-291062       55.00         150395       SOUTHERN COUNTIES OIL CO       P0-290529       18,205.12       150396       SPORTS FACILITIES GROUP INC       P0-290529       18,205.12         150396       SPORTS FACILITIES GROUP INC </td <td>150380</td> <td>MISSION VIEJO GLASS</td> <td>PO-290264</td> <td>745.00</td>	150380	MISSION VIEJO GLASS	PO-290264	745.00
150382       ORANGE CTY TANK TESTING       PO-290556       1,500.00         150383       PETRO DIAMOND INC       PO-290530       22,496.32         150384       PRECISION TUNE AUTO CARE       PO-291107       79.96         150385       RED WING SHOE STORE       PO-291128       2,831.13         150386       SADDLEBACK EDUCATIONAL PUBLISH       PO-294035       138.46         150387       SCANTRON SERVICE GROUP       PO-294322       374.43         150388       SCHOLASTIC INC       PO-294556       700.00         150390       SCHOOL NURSE       PO-294597       39.67         150390       SCHOOL SPECIALTY       PO-294086       620.40         PO-294085       143.79       PO-294085       143.79         150392       SHAMROCK SUPPLY CO INC       PO-294085       143.79         150393       SMARDAN SUPPLY COMPANY       PO-293354       1,035.69         150394       SOUTH COAST MEDICAL GROUP       PO-290847       84.00         PO-291062       55.00       150395       SOUTHERN COUNTIES OIL CO       PO-290529       18,205.12         150395       SOUTHERN COUNTIES OIL CO       PO-290570       775.00       150397       SUPER DUPER INC.	150381	OFFICE DEPOT	PO-290344	
150383       PETRO DIAMOND INC       PO-290530       22,496.32         150384       PRECISION TUNE AUTO CARE       PO-291107       79.96         150385       RED WING SHOE STORE       PO-291128       2,831.13         150386       SADDLEBACK EDUCATIONAL PUBLISH       PO-294035       138.46         150387       SCANTRON SERVICE GROUP       PO-294322       374.43         150388       SCHOLASTIC INC       PO-294597       39.67         150390       SCHOOL NURSE       PO-294085       143.79         150391       SCIENCE KIT & BOREAL LAB       PO-294085       143.79         150392       SHAMROCK SUPPLY CO INC       PO-294255       27.74         PO-294428       591.60       150393       SMARDAN SUPPLY COMPANY       PO-290847       84.00         PO-291062       55.00       150395       SOUTH COAST MEDICAL GROUP       PO-290529       18,205.12         150395       SOUTHERN COUNTIES OIL CO       PO-290529       18,205.12       150396       SPORTS FACILITIES GROUP INC       PO-290570       775.00         150397       SUPER DUPER INC.       PO-294025       539.45       539.45       539.45	150382	ORANGE CTY TANK TESTING	PO-290556	1,500.00
150384       PRECISION TUNE AUTO CARE       PO-291107       79.96         150385       RED WING SHOE STORE       PO-291128       2,831.13         150386       SADDLEBACK EDUCATIONAL PUBLISH       PO-294035       138.46         150387       SCANTRON SERVICE GROUP       PO-293656       700.00         150388       SCHOLASTIC INC       PO-294223       374.43         150389       SCHOOL NURSE       PO-294597       39.67         150390       SCHOOL SPECIALTY       PO-294213       189.86         150391       SCIENCE KIT & BOREAL LAB       PO-294084       191.84         PO-294085       143.79       150392       SHAMROCK SUPPLY CO INC       PO-294255       27.74         PO-294085       143.79       PO-294428       591.60       150393       SMARDAN SUPPLY COMPANY       PO-29354       1,035.69         150394       SOUTH COAST MEDICAL GROUP       PO-290847       84.00       PO-291062       55.00         150395       SOUTHERN COUNTIES OIL CO       PO-290529       18,205.12       150396       SPORTS FACILITIES GROUP INC       PO-290570       775.00       150397       SUPER DUPER INC.       FO-294025       539.45       145	150383	PETRO DIAMOND INC	PO-290530	22,496.32
150386       SADDLEBACK EDUCATIONAL PUBLISH       PO-294035       138.46         150387       SCANTRON SERVICE GROUP       PO-294322       374.43         150388       SCHOLASTIC INC       PO-293656       700.00         150389       SCHOOL NURSE       PO-294597       39.67         150390       SCHOOL SPECIALTY       PO-294213       189.86         150391       SCIENCE KIT & BOREAL LAB       PO-294084       191.84         PO-294085       143.79         150392       SHAMROCK SUPPLY CO INC       PO-294255       27.74         PO-294428       591.60         150393       SMARDAN SUPPLY COMPANY       PO-293354       1,035.69         150394       SOUTH COAST MEDICAL GROUP       PO-290847       84.00         PO-291062       55.00       150.395       SOUTHERN COUNTIES OIL CO       PO-290529       18,205.12         150396       SPORTS FACILITIES GROUP INC       PO-290570       775.00       150397.         150397       SUPER DUPER INC.       PO-294025       539.45       140.00	150384	PRECISION TUNE AUTO CARE	PO-291107	79.96
150386       SADDLEBACK EDUCATIONAL PUBLISH       PO-294035       138.46         150387       SCANTRON SERVICE GROUP       PO-294322       374.43         150388       SCHOLASTIC INC       PO-293656       700.00         150389       SCHOOL NURSE       PO-294597       39.67         150390       SCHOOL SPECIALTY       PO-294213       189.86         150391       SCIENCE KIT & BOREAL LAB       PO-294084       191.84         PO-294085       143.79         150392       SHAMROCK SUPPLY CO INC       PO-294255       27.74         PO-294428       591.60         150393       SMARDAN SUPPLY COMPANY       PO-293354       1,035.69         150394       SOUTH COAST MEDICAL GROUP       PO-290847       84.00         PO-291062       55.00       150.395       SOUTHERN COUNTIES OIL CO       PO-290529       18,205.12         150396       SPORTS FACILITIES GROUP INC       PO-290570       775.00       150397.         150397       SUPER DUPER INC.       PO-294025       539.45       140.00	150385	RED WING SHOE STORE	PO-291128	2,831.13
150388       SCHOLASTIC INC       PO-293656       700.00         150389       SCHOOL NURSE       PO-294597       39.67         150390       SCHOOL SPECIALTY       PO-294213       189.86         150391       SCIENCE KIT & BOREAL LAB       PO-293896       620.40         PO-294084       191.84         PO-294085       143.79         150392       SHAMROCK SUPPLY CO INC       PO-294255       27.74         PO-294428       591.60         150393       SMARDAN SUPPLY COMPANY       PO-290847       84.00         PO-291062       55.00         150395       SOUTHERN COUNTIES OIL CO       PO-290529       18,205.12         150396       SPORTS FACILITIES GROUP INC       PO-290570       775.00         150397       SUPER DUPER INC.       PO-294025       539.45	150386	SADDLEBACK EDUCATIONAL PUBLISH	PO-294035	
150389       SCHOOL NURSE       PO-294597       39.67         150390       SCHOOL SPECIALTY       PO-294213       189.86         150391       SCIENCE KIT & BOREAL LAB       PO-293896       620.40         PO-294084       191.84         PO-294085       143.79         150392       SHAMROCK SUPPLY CO INC       PO-294255       27.74         PO-294428       591.60         150393       SMARDAN SUPPLY COMPANY       PO-29354       1,035.69         150394       SOUTH COAST MEDICAL GROUP       PO-290847       84.00         PO-291062       55.00       500       55.00         150395       SOUTHERN COUNTIES OIL CO       PO-290529       18,205.12         150396       SPORTS FACILITIES GROUP INC       PO-290570       775.00         150397       SUPER DUPER INC.       PO-294025       539.45	150387	SCANTRON SERVICE GROUP	PO-294322	374.43
150390       SCHOOL SPECIALTY       PO-294213       189.86         150391       SCIENCE KIT & BOREAL LAB       PO-293896       620.40         PO-294084       191.84         PO-294085       143.79         150392       SHAMROCK SUPPLY CO INC       PO-294255       27.74         PO-294428       591.60         150393       SMARDAN SUPPLY COMPANY       PO-290847       84.00         PO-291062       55.00         150395       SOUTHERN COUNTIES OIL CO       PO-290529       18,205.12         150396       SPORTS FACILITIES GROUP INC       PO-290570       775.00         150397       SUPER DUPER INC.       PO-294025       539.45	150388	SCHOLASTIC INC	PO-293656	700.00
150391       SCIENCE KIT & BOREAL LAB       PO-293896       620.40         PO-294084       191.84         PO-294085       143.79         150392       SHAMROCK SUPPLY CO INC       PO-294255       27.74         PO-294428       591.60         150393       SMARDAN SUPPLY COMPANY       PO-29354       1,035.69         150394       SOUTH COAST MEDICAL GROUP       PO-291062       55.00         150395       SOUTHERN COUNTIES OIL CO       PO-290529       18,205.12         150396       SPORTS FACILITIES GROUP INC       PO-290570       775.00         150397       SUPER DUPER INC.       PO-294025       539.45			PO-294597	
PO-294084       191.84         PO-294085       143.79         150392       SHAMROCK SUPPLY CO INC       PO-294255       27.74         PO-294428       591.60         150393       SMARDAN SUPPLY COMPANY       PO-293354       1,035.69         150394       SOUTH COAST MEDICAL GROUP       PO-290847       84.00         PO-291062       55.00         150395       SOUTHERN COUNTIES OIL CO       PO-290529       18,205.12         150396       SPORTS FACILITIES GROUP INC       PO-290570       775.00         150397       SUPER DUPER INC.       PO-294025       539.45	150390	SCHOOL SPECIALTY	PO-294213	
PO-294085       143.79         150392       SHAMROCK SUPPLY CO INC       PO-294255       27.74         PO-294428       591.60         150393       SMARDAN SUPPLY COMPANY       PO-293354       1,035.69         150394       SOUTH COAST MEDICAL GROUP       PO-291062       55.00         150395       SOUTHERN COUNTIES OIL CO       PO-290529       18,205.12         150396       SPORTS FACILITIES GROUP INC       PO-290570       775.00         150397       SUPER DUPER INC.       PO-294025       539.45	150391	SCIENCE KIT & BOREAL LAB	PO-293896	620.40
150392       SHAMROCK SUPPLY CO INC       PO-294255       27.74         PO-294428       591.60         150393       SMARDAN SUPPLY COMPANY       PO-293354       1,035.69         150394       SOUTH COAST MEDICAL GROUP       PO-290847       84.00         PO-291062       55.00         150395       SOUTHERN COUNTIES OIL CO       PO-290529       18,205.12         150396       SPORTS FACILITIES GROUP INC       PO-290570       775.00         150397       SUPER DUPER INC.       PO-294025       539.45			PO-294084	191.84
PO-294428         591.60           150393         SMARDAN SUPPLY COMPANY         PO-293354         1,035.69           150394         SOUTH COAST MEDICAL GROUP         PO-290847         84.00           PO-291062         55.00           150395         SOUTHERN COUNTIES OIL CO         PO-290529         18,205.12           150396         SPORTS FACILITIES GROUP INC         PO-290570         775.00           150397         SUPER DUPER INC.         PO-294025         539.45			PO-294085	143.79
150393       SMARDAN SUPPLY COMPANY       PO-293354       1,035.69         150394       SOUTH COAST MEDICAL GROUP       PO-290847       84.00         PO-291062       55.00         150395       SOUTHERN COUNTIES OIL CO       PO-290529       18,205.12         150396       SPORTS FACILITIES GROUP INC       PO-290570       775.00         150397       SUPER DUPER INC.       PO-294025       539.45	150392	SHAMROCK SUPPLY CO INC	PO-294255	27.74
150394       SOUTH COAST MEDICAL GROUP       PO-290847       84.00         PO-291062       55.00         150395       SOUTHERN COUNTIES OIL CO       PO-290529       18,205.12         150396       SPORTS FACILITIES GROUP INC       PO-290570       775.00         150397       SUPER DUPER INC.       PO-294025       539.45			PO-294428	591.60
PO-291062         55.00           150395         SOUTHERN COUNTIES OIL CO         PO-290529         18,205.12           150396         SPORTS FACILITIES GROUP INC         PO-290570         775.00           150397         SUPER DUPER INC.         PO-294025         539.45	150393	SMARDAN SUPPLY COMPANY	PO-293354	1,035.69
150395         SOUTHERN COUNTIES OIL CO         PO-290529         18,205.12           150396         SPORTS FACILITIES GROUP INC         PO-290570         775.00           150397         SUPER DUPER INC.         PO-294025         539.45	150394	SOUTH COAST MEDICAL GROUP	PO-290847	84.00
150396         SPORTS FACILITIES GROUP INC         PO-290570         775.00           150397         SUPER DUPER INC.         PO-294025         539.45			PO-291062	55.00
150397 SUPER DUPER INC. PO-294025 539.45	150395	SOUTHERN COUNTIES OIL CO	PO-290529	18,205.12
	150396		PO-290570	775.00
PO-294272 175.00	150397	SUPER DUPER INC.		
			PO-294272	175.00

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Warrant Number	Name of Payee	Reference Number	Amount
			· · · · · · · · · · · · · · · · · · ·
150398	TARGET SPECIALTY PROD		
		PO-294568	
		PO-293857	
		PO-293625	
		PO-294681	
		PO-294737	
150403	WAXIE		32.63
			305.36
			264.65
			266.66
		PO-294527	
150404	SCHOOL SPACE SOLUTIONS		
150405		PO-294666	
150406	TRAVIS SOFTWARE	PO-294852	
		PO-294853	
	ACOUSTICAL MATERIAL SERVICES		
150408	ADVANTAGE RADIATOR	PO-290522	75.00
		PO-294730	50.00
150409	ALPHA SOUND AND LIGHTING	PO-293468	2,126.05
150410	AQUATIC TECHNOLOGIES	PO-294732	807.38
150411	ARAMARK UNIFORM SERVICE	PO-290520	426.05
150412	ASSOC BUSINESS PRODUCTS	PO-290644	80.92
150413	AUTO SHOP EQUIP CO INC	PO-290519	604.78
		PO-294573	499.95
150415	BOYCE INDUSTRIES	PO-291131	209.86
150416	BYTES OF LEARNING INC	PO-293954	699.00
150417	CALIFORNIA WESTERN VISUALS	PO-292933	3,686.63
150418	CDWG Inc	PO-294409	63.12
150419	CENTRAL INSTITUTE FOR THE DEAF	PO-292450	375.00
150420	CLARK SECURITY PRODUCTS	PO-294300	1,180.59
150421	DISCOUNT OFFICE SERVICES	PO-292159	506.73
		PO-293927	67.37
150422	DOHENY BUILDERS SUPPLY	PO-290288	284.90
150423	DUNN-EDWARDS CORP	PO-290450	153.78
150424	E L ACHIEVE	PO-294429	322.99
150425	ECS IMAGING INC	PO-294380	5,357.31
150426	EMPOWER	PO-290421	30.00
150427	FACTORY MOTOR PARTS	PO-290535	756.78
150428	FEDERAL EXPRESS CORP	PO-290378	703.97
150429	FREEWAY AUTO SUPPLY & MACHINE	PO-291119	3.92
		PO-294728	235.20
150430	GANAHL LUMBER	PO-290451	299.52
150431	GOPHER ATHLETIC/SPORTS	PO-294458	176.85

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Board of Trustees Warrant Listing \*====== Fiscal Year: 2009-10 =======\* Board of Trustees Meeting....05/11/2010

Warrant		Reference		
Number	Name of Payee	Number	Amount	-
	GOV CONNECTION INC	PO-294239		
		PO-294465	56.07	
		PO-294581	43.50	
150433	HIRSCH PIPE & SUPPLY	PO-290448	882.00	
150434	INDUSTRIAL FORMULATORS INC	PO-294426	3,288.60	
		PO-294526	1,644.30	
150435	INTERSTATE BATTERIES		42.63	
150436	JOHN DEERE LANDSCAPES	PO-293661	678.73	
		PO-293525		
150438	KELLY PAPER COMPANY	PO-290381	1,973.75	
150439	LA STEELCRAFT	PO-294588	866.72	
150440		PO-292432		
		PO-294683		
	LESLIES SWIMMING POOL SUPPLY			
	LIFETIME MEMORY PRODUCTS INC			
150444	LOCAL JANITORIAL & VACUUM	PO-290362	157.35	
		PO-290363	234.57	
150445	BARI, KATHY ESTER, JUDY	PV-004135	125.00	
150446	ESTER, JUDY	PV-004136	233.14	
150447	FELDT, HOLLY	PV-004137	762.59	
150448	GARRISON, SANDRA L.	PV-004138	649.00	
150449	HERRERA, SUSAN	PV-004139	649.74	
	HIGHTOWER, SHERLIN			
150451	HITCHMAN, JEANNE			
150452				
150453	SMEGAL, PAM	PV-004143	60.85	
150454	STRICKLAND, GERRY	PV-004144	559.22	
150455		PV-004145		
150456		PO-294545		
150457	ARSENAULT, DENNIS OR NANCY	PO-293454	538.46	
	AUGUSTIN EGELSEE LLP			
150459	AUTISM BEHAVIOR CONSULTANTS	PO-291383	6,094.00	
150460	AUTISM SPECTRUM THERAPIES	PO-293464	3,726.90	
150461	BERG RYAN OD MS ED, JULIE	PO-294551	380.00	
150462	DORES PHD, PAUL ALAN	PO-291518	2,200.00	
150463	MAXIM HEALTHCARE SERVICES	PO-292377	816.50	
150464	ORANGE CTY TESTING SERV	PO-290905	47.00	
150465	SANTA ANA USD	PO-293571	56,974.00	
150466	PARKHOUSE TIRE INC.	PO-291105	565.39	
150467	QUALITY TOWING	PO-291132	59.00	
150468	TIFCO INDUSTRIES	PO-294461	565.56	
150469	TOM SNYDER PRODUCTIONS	PO-294333	212,900.63	
		PO-294357	8,669.38	
150470	TRUCPAR CO	PO-290527	3,536.03	

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Warrant		Reference	
Number	Name of Payee		Amount
150471	TUTTLE-CLICK FORD	PO-290526	2,259.04
	TUTTLE-CLICK FORD	PO-294475	1,971.44
150472	VISTA PAINT CORP	PO-293475	164.64
150473	VISUAL EDGE	PO-294406	42.66
	W W GRAINGER INC	PO-290430	42.66 129.35
			199.02
150475	WARDS NATURAL SCIENCE		
			231.02
			31.20
			1,736.29
150476	WATERLINES TECHNOLOGIES INC		
	WESTERN GRAPHIX		
	WESTERN PSYCH SERVICES		
	WHITE CAP INDUSTRIES INC		
			132.40
150480	ZEP MANUFACTURING CO		
			28.74
	CB RANCH ENTERPRISES	PO-294739	1,116.00
	CENTENNIAL HERITAGE MUSEUM		
150484		PV-004147	630.00
150485	DANA WHARF SPORTFISHING		
150486	DISCOVERY SCIENCE CENTER		
150487	LAGUNA PLAYHOUSE		
150488	LAS FLORES ELEMENTARY PTA	PV-004146	90.00
150489	MISSION SAN JUAN CAPISTRANO		
150490	RILEY'S FARM	PO-294610	1,056.00
150491	EAGLE SOFTWARE	PO-294057	1,300.00
150492	HAZARD YOUNG ATTEA & ASSOC	PO-293562	7,000.00
150493	NVLS PROFESSIONAL SERVICES LLC		
150494	QUINTESSENTIAL SCHOOL SYSTEMS	PO-294720	50,231.45
150495	SAN DIEGO CTY SUPT OF SCHOOLS		
150496	YMCA OF ORANGE COUNTY	PO-290330	297.00
150497	AMERICAN LOGISTICS COMPANY LLC	PO-293704	24,192.50
150498	CONSOLIDATED ELECT DISTR	PO-294832	1,444.97
150499	DE ACUTIS, LISA	PV-004154	25.50
150500	DELL MARKETING L P	PO-292853	2,755.64
150501	EDEN, CRIS	PV-004157	25.00
150502	EFFENBERGER, PATRICIA	PV-004158	44.00
150503	GOLD COAST HOT DOGGER TOURS	PV-004151	5,086.59
150504	JIMENEZ, LETICIA	PV-004159	18.90
150505	MOBILE COMM REPAIR INC	PO-294837	1,250.63
150506	ORANGE CTY DEPT EDUC	PO-291159	3,113.92
150507	ROADWAYS INTERNATIONAL INC	PV-004153	2,923.00
150508	SAN DIEGO GAS & ELECTRIC	PO-290562	33,500.11
150509	SANTA MARGARITA WATER	PO-290463	1,479.21

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Warrant		Reference	
Number	Name of Payee	Number	Amount
150510	SMART & FINAL	PO-294170	68.62
	SMART & FINAL SO CAL GAS CO	PO-294360	64.33
150511	SO CAL GAS CO	PO-290564	1,046.30
150512	THYSSENKRUPP ELEVATOR CORP	PO-293770	993.75
150513	THYSSENKRUPP ELEVATOR CORP TRANSPORTATION CHARTER SERVICE	PV-004152	5,687.50
150514	XEROX CORPORATION	PO-290403	4,965.43
150515	BROWNE, CAROLE	PV-004155	15.00
		PV-004156	249.00
150516			345.41
	CAPISTRANO UNIFIED SCHOOL DIST	PO-290538	60,227.54
	METROPOLITAN EMPLOYEES		
			3,621,409.11
150519			9,993.24
150520			
150521	ARAMARK UNIFORM SERVICE		
150522			205.11
150523	CAL-STATE AUTO PARTS INC	PO-290516	500.19
150524	CALLOWAY HOUSE INC		
150525	CAPISTRANO CONNECTIONS ACADEMY		
150526	CARLOS GUZMAN INC	PO-290515	7,900.41
150527	CARLOS GUZMAN INC CDWG Inc CLEAN ENERGY	PO-294691	56.61
150528	CLEAN ENERGY	PO-294476	1,613.03
		PO-294735	13,000.00
150529	COMMUNITY PLAYTHINGS	PO-294572	435.00
150530	CORWIN PRESS INC	PO-294407	317.87
150531		PO-290364	53.92
		PO-290452	
		PO-291116	
150532	DICK'S SPORTING GOODS	PO-294608	1,261.07
150533	DON JOHNSTON INC.	PO-294565	76.68
150534	ENABLING DEVICES	PO-294511	54.95
150535	FACTORY MOTOR PARTS	PO-290535	815.04 14,694.85
150536	FOLLETT EDUCATIONAL SVC	PO-294388	14,694.85
150537	FOLLETT LIBRARY RESOURCES	PO-294276	
150538	FRICTION MATERIALS CO.	PO-290534	1,138.97
150539	GUILFORD PUBLICATIONS	PO-294530	279.29
150540	HEINEMANN	PO-294636	173.08
		PO-294637	272.98
150541	HOUGHTON MIFFLIN CO	PO-294513	156.17
150542	JIM'S MUSIC CENTER	PO-291017	52.00
150543	JOURNEY CHARTER SCHOOL	PO-290382	78,331.00
150544	KELLY PAPER COMPANY	PO-290381	3,989.39
150545	LAKESHORE LEARNING MATERIALS	PO-294405	206.41
150546	LAKESHORE LEARNING MATLS	PO-294397	636.98
		PO-294566	86.51

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Warrant		Reference	
Number	Name of Payee	Number	Amount
150547	LATINO FAMILY LITERACY PROJECT	PO-294596	2,051.88
150548	OPPORTUNITY FOR LEARNING	PO-290311	39,987.00
150549	TANDUS SPECIALIZED MARKETS	PO-294532	10,805.75
150550	THE MCGRAW-HILL COMPANIES	PO-294491	266.17
150551	LAKESHORE LEARNING MATLS	PO-293671	488.29
		PO-294430	628.47
150552	XEROX CORPORATION	PO-291409	117,938.92
150553	BRADY-NELSON, KAREN	PV-004160	166.00
150554	HANRATTY-RAJA, JENNIPHER		
150555	KAROLYS, ANDREA KELLMAN, KATHLEEN	PV-004166	103.00
150556	KELLMAN, KATHLEEN	PV-004165	115.50
150557			
150558	KIMINAS, ANTHONY	PV-004163	92.00
150559	•		
150560	KOPELSON, KATHLEEN	PV-004162	57.50
150561	LAIDLEY, JOANIE	PV-004169	195.00
150562	LANDEROS, BEATRIZ	PV-004170	56.00
150563	LEWIS, DAWN	PV-004171	40.00
150564	LEWIS, DAWN LUDWIG, ANN	PV-004172	86.50
150565	MAGWOOD, DONNA KATHERINE	PV-004173	26.50
150566	MALONE, JULEE MANDERBACH, KAREN	PV-004174	185.50
150567			
150568	MATIENZO, NINA RIE	PV-004176	181.50
150569	MCKEE, DANISE	PV-004177	218.00
150570	MILLER, MARIE T.	PV-004178	123.50
150571	MITCHELL, KAREN P	PV-004179	205.50
150572	MORAND, CARA NAPORA, NOELLE	PV-004180	176.00
150573	NAPORA, NOELLE	PV-004181	256.50
150574	NASON, KIM	PV-004182	82.00
150575	NASON, KIM NOON, ANDREA NUNAN, KATIE PAGEL, VELDA PETTEY, STEPHANIE	PV-004183	81.00
150576	NUNAN, KATIE	PV-004184	68.10
150577	PAGEL, VELDA	PV-004185	72.00
150578	PETTEY, STEPHANIE	PV-004186	29.00
150579	PRIMICIAS, MELISSA	PV-004187	102.00
150580	RASHIDI, AKRAM KIM	PV-004188	81.50
150581	RIEGERT, KAREN	PV-004189	108.00
150582	ROCHE, ANN	PV-004190	165.00
150583	RODRIGUEZ, LAURA	PV-004191	103.00
150584	ROGERS, MALISSA	PV-004192	5.00
150585	SAUER, ASHLEIGH	PV-004194	163.00
150586	SHUMATE, DAGMAR	PV-004195	184.50
150587	SMEGAL, PAM	PV-004196	102.30
150588	SOLTIS, PAMELA	PV-004197	244.50
150589	SOUERS, LYNN	PV-004198	1.50
150590	STIRLING, ROBERT	PV-004199	105.50

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Warrant		Reference	
Number	Name of Payee	Number	Amount
150591	SUNICO, MA REGINA TALILI, AARON THORNBURG, QUIN TUCKER, MARYANN TUNULI, JESSICA WEIS-DAUGHERTY DENISE	PV-004200	69.00
150592	TALILI, AARON	PV-004201	44.50
150593	THORNBURG, QUIN	PV-004202	110.00
150594	TUCKER, MARYANN	PV-004203	86.50
150595	TUNULI, JESSICA	PV-004204	264.00
T 2 0 2 2 0		IV 004200	127.70
150597	WHALEN, ANDREA WHITE, BRANDI WIEDEMAN, LORI WOLFSON, DONNA ZINSSER, ABBEY PEREZ, VIRGINIA SANDERS, LORNA L	PV-004206	149.50
150598	WHITE, BRANDI	PV-004207	85.90
150599	WIEDEMAN, LORI	PV-004208	158.00
150600	WOLFSON, DONNA	PV-004209	126.00
150601	ZINSSER, ABBEY	PV-004210	15.00
150602	PEREZ, VIRGINIA	PV-004211	86.00
T20002	SANDERS, DORNA D	FV-004193	40.00
150604	ACETEC SECURITY SYSTEMS	PO-294339	6.321.00
150605	CINTAS CORP	PO-291839	727.04
150606	CINTAS CORP CUSAFL LLC DELL MARKETING L P IMAGE 2000 MOULTON NIGUEL WATER	PV-004213	3,655.00
150607	DELL MARKETING L P	PO-294744	284.49
		PO-294755	5,880.26
150608	IMAGE 2000	PO-294792	366.83
150609	MOULTON NIGUEL WATER	PO-290462	2,837.21
150610	PAC TYPEWRITER & COMM	PO-290473	188.11
150611	PAC TYPEWRITER & COMM SAN DIEGO GAS & ELECTRIC	PO-290562	38,990.69
150612	SANTA MARGARITA WATER SMART & FINAL SO CAL EDISON CO	PO-290463	1,427.39
150613	SMART & FINAL	PO-290558	121.30
150614	SO CAL EDISON CO	PO-290563	40,604.96
150615	SO CAL GAS CO	PO-290564	6 579 14
150616	SO COAST WATER DIST TRANSPORTATION CHARTER SERVICE UNITED RENTALS, INC. MOBILE MODULAR STATE BD EQUALIZATION BEST BEST & KRIEGER LLP	PO-293897	941.63
150617	TRANSPORTATION CHARTER SERVICE	PV-004221	1,780.00
150618	UNITED RENTALS, INC.	PO-290282	69.60
150619	MOBILE MODULAR	PO-290691	610.00
150620	STATE BD EQUALIZATION	PV-004212	2,649.00
150621	BEST BEST & KRIEGER LLP	PO-293889	326.07
15062 <b>2</b>	CAMPCO	PO-291475	326.07 11,804.11
150623	KRANTZ, TRICIA ELIZABETH	PO-293870	1,200.00
150624	LUCE FORWARD HAMILTON &	PO-293731	2,173.91
		PO-294529	18,471.03
150625	MELODY FERRAS	PO-293772	1,220.00
150626	ORANGE COUNTY DEPT OF EDUCATIO	PO-294317	9,100.00
150627	PEPPERDINE UNIVERSITY	PO-291316	3,748.50
150628	PEPPERDINE UNIVERSITY GSEP	PO-291307	3,332.00
		PO-291317	6,736.45
		PO-291318	4,588.50
		PO-291319	13,063.74
		PO-293732	12,670.64
150629	SAN DIEGO COUNTY SUPT OF SCH	PO-294436	100.00

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Warrant		Reference	
	Name of Payee		Amount
			Amount
150630	SCHOOL SERVICES OF CALIF		
	ALISO AQUATICS		
	CALIFORNIA EDUCATIONAL CENTERS		
	CORONADO APPREL INC		
	GRAHAM-SAFFORD, MARGARET E		
150636	H2O SPOT YOUNG REMBRANDTS	PV-004216	16,416.60
	CHARTIER, BRIAN & LESLIE		
	CROMWELL, PATRICIA		240.00
150639	CSBA'S PRACTI-CAL	PO-293584	2,132.01
	EDUCATIONAL BASED SERVICES		
150641	KAKUDA, BARBARA	PO-293079	400.00
150642	KAKUDA, BARBARA LEVIN, DR EUGENE	PO-291519	42.50
150643	O'BANNON, BRUCE & REBECCA	PO-091559	625.00
150644			1,380.00
150645	ORANGE CTY TESTING SERV		
150646	WESTSHIELD ADOLESCENT SERVICES	PO-291540	11,507.03
150647	ZAMBRANA, GUSTAVO AND CAROL	PO-294099	1,380.00
150648	MCGRAW-HILL COMPANIES		
		PO-294199	
150649	MISSION VIEJO GLASS		
		PO-291123	
150650	MOBILE FLEET WASH	PO-291104	825.50
150651	MODEL ME KIDS	PO-294206	178.85
150652	MUNICIPAL UNDERGROUND SERVICES	PO-292755	650.00
150653	MCKENDRY DOOR SALES & SERVICE	PO-293077	265.00
150654	NASCO WEST	PO-293313	863.16
		PO-293316	248.50
		PO-293681	584.30
		PO-294399	3,017.55
150655	NATIONAL ASSOCIATION OF	PO-294609	
150656	NCS PEARSON	PO-293933	
		PO-294277	1,057.88
150657	NONSTOP VOLLEYBALL	PO-294283	2,062.75
150658	OFFICE DEPOT	PO-291214	417.94
		PO-291482	265.53
150659	ORANGE COUNTY MONSTER CARTS	PO-294533	181.81
150660	OTICON	PO-293969	124.19
150661	OVER NIGHT NUMBERING	PO-293054	35.00
150662	P & R PAPER SUPPLY COMPANY	PO-294525	3,104.27
150663	PACIFIC SUPPLY COMPANY	PO-290474	105.19
150664	PCI ECUCATIONAL PUB	PO-294200	285.26
150665	PEARSON ASSESSMENTS	PO-294273	1,965.60
150666	PEARSON EDUCATION	PO-294157	3,850.20
		PO-294235	3,464.87

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Induct         Number         Number         Instance           150667         PEPPER-LOS ANGELES, J W         PO-292156         582.44           150668         PRAXAIR         PO-293157         16.43           150669         PUBLIC BROADCASTING SERVICE         PO-291288         949.76           PO-294102         239.86         150670         SEHI COMPUTER         PO-294180         166.45           PO-294104         166.45         PO-294211         1,855.94         PO-294321         1,855.94           PO-294314         166.15         PO-294383         618.65         PO-294464         611.39           PO-294481         14.36         PO-294464         618.65         150671         TEACHLOGIC INC         PO-294186         74.86           150671         TEACHLOGIC INC         PO-294186         74.86         150673         WAXIE         PO-294648         618.65           150671         TEACHLOGIC INC         PO-294180         70.00         150675         WAXIE         PO-294535         920.00           150675         WAXIE         PO-294535         920.00         17.657.50         PO-292059         45,899.47           150677         ABLITATIONS         PO-292453         106.32         150678	Warrant	Name of Payee	Reference Number	Amount
150667         PEPPER-LOS ANGELES, J W         PO-292294         155.38           150668         FRAAXIR         PO-293156         562.44           PO-293167         16.43           150669         PUBLIC BROADCASTING SERVICE         PO-294202         239.86           150670         SEHI COMPUTER         PO-294067         761.04           PO-294067         761.04         PO-294211         1,855.94           PO-294211         1,855.94         PO-294267         1,237.27           PO-294267         1,237.27         PO-294331         1,865.94           PO-294311         1,855.94         PO-294334         618.65           PO-29467         134.36         PO-294467         134.36           PO-29467         134.436         PO-294667         134.36           PO-29468         618.65         PO-29468         74.86           150671         TEACHLOGIC INC         PO-294630         2,060.46           150673         WAXLE         PO-294630         2,060.46           150674         ORANGE COUNTY REGISTER         PO-294630         2,060.46           150675         US BAIK NATIONAL ASSOCIATION         PO-292453         106.32           150676         REE MAN         PO-294050				
150666         PRAXAIR         P0-291956         582.44           150669         PUBLIC BROADCASTING SERVICE         P0-291202         239.86           150670         SEHI COMPUTER         P0-291208         949.76           P0-294107         1.6.43         P0-294202         239.86           150670         SEHI COMPUTER         P0-294104         166.45           P0-294124         1.66.45         P0-294267         1.237.29           P0-294323         1.855.94         P0-294324         521.18           P0-294324         521.18         P0-294383         618.65           P0-294383         618.65         150671         TEACHLOGIC INC         P0-294647         134.36           P0-294647         IAK.86         150672         UNITED PARCEL SERV         P0-294683         2.060.46           150671         TEACHLOGIC INC         P0-294835         920.00         150675         US BANK NATIONAL ASSOCIATION         P0-294828         770.00           150675         US BANK NATIONAL ASSOCIATION         P0-294828         770.00         150676         S2.50           150676         REE MAN         P0-2920599         45.899.47         P0-2920599         16.26.22           150681         CCS PRESENTATION SYSTEMS INC <td></td> <td></td> <td></td> <td></td>				
PO-293127         16.43           150669         PUBLIC BROADCASTING SERVICE         PO-294202         239.86           150670         SEHI COMPUTER         PO-294202         239.86           150670         SEHI COMPUTER         PO-294067         761.04           PO-294134         166.45         PO-294213         1,727.57           PO-294267         1,237.29         PO-294321         1,855.94           PO-294323         618.65         PO-294324         521.18           PO-294333         618.65         PO-294647         134.36           PO-294644         134.36         PO-294647         134.36           PO-294647         ILL39         PO-294648         618.65           150671         TEACHLOGIC INC         PO-294630         2,060.46           150672         UNITED PARCEL SERV         PO-294630         2,060.46           150673         WAXIE         PO-294630         2,060.46           150674         ORANGE COUNTY REGISTER         PO-294059         45,899.47           PO-29000         17,675.50         PO-294055         220.00           150677         ABILITATIONS         PO-294293         106.32           150678         BEE MAN         PO-294395			PO-291956	582 44
150669         PUBLIC BROADCASTING SERVICE         P0-294202         233.86           150670         SEHI COMPUTER         P0-291288         949.76           P0-291288         P0-29105         761.04           P0-294200         1,727.57           P0-2942267         1,237.29           P0-294324         521.18           P0-294324         521.18           P0-294424         521.18           P0-294647         134.36           P0-294647         134.36           P0-294647         134.36           P0-294647         134.36           P0-294648         518.65           150671         TEACHLOGIC INC         P0-294830         2,060.46           150673         WAXIE         P0-294832         700.00           150674         ORANGE COUNTY REGISTER         P0-294832         700.00           150675         US BANK NATIONAL ASSOCIATION         P0-294828         770.00           150676         NIC PARTNERS INC.         P0-294898         33,000.00           150678         BEE MAN         P0-292109         536.00           150678         DELTA ENUCATION         P0-294898         33,000.00           150681         CCS PRESENTATION SYSTEMS INC	100000	<b>E</b> MANATIC		
150670         SEHI COMPUTER         P0-291288         949.76           P0-294067         761.04           P0-294107         166.45           P0-2941230         1,727.57           P0-294267         1,237.29           P0-294321         1,855.94           P0-294323         611.39           P0-294647         134.36           P0-294647         134.36           P0-294648         611.65           150671         TEACHLOGIC INC         P0-294647           P0-294648         618.65           150672         UNITED PARCEL SERV         P0-294383           P0-294648         610.65           150677         WAXIE         P0-294830           P0-294683         70.00           150675         US BANK NATIONAL ASSOCIATION         P0-294638           P0-290600         17,657.50           150677         ABLITATIONS         P0-294898           150678         BEE MAN         P0-294898           P0-206000         17,657.50           150677         ABLITATIONS         P0-294898           150678         BEL MAN         P0-294898           150679         CA DEPT OF EDUCATION         P0-294898	150669	DIDITC BRANCACTING CURVICE		239 86
P0-294067         761.04           P0-294194         166.45           P0-294230         1,727.57           P0-294267         1,237.29           P0-294321         1,855.94           P0-294324         521.18           P0-294324         521.18           P0-294364         511.65           F0-29467         134.36           P0-294647         134.36           F0-294678         618.65           150671         TEACHLOGIC INC         P0-29480           150672         UNITED PARCEL SERV         P0-294830           150673         WAXIE         F0-294535           150674         ORANGE COUNTY REGISTER         P0-294535           F0-290600         17,657.50           150675         MIC FARTNERS INC.         P0-292059           150676         BEE MAN         P0-292109           150676         BEE MAN         P0-292109           150679         CA DEFT OF EDUCATION         P0-294898           150680         CAPISTERNTO FORD         P0-294898           150681         DECOUNT OFFICE SERVICES         P0-294057           150682         DELTA EDUCATION         P0-294657           150683         DELTA EDUCATION				
P0-294194         1.66.45           P0-294230         1.727.57           P0-294230         1.727.57           P0-294267         1.237.29           P0-294321         1.855.94           P0-294324         521.18           P0-294324         611.39           P0-294574         611.39           P0-294647         134.36           P0-294648         674.86           150671         TEACHLOGIC INC         P0-294648           150673         WANE         P0-294630         2.060.46           150674         ORANGE COUNTY REGISTER         P0-294535         920.00           150675         US BANK NATIONAL ASSOCIATION         P0-294828         770.00           150676         NIC FARTNERS INC.         P0-290600         17,657.50           150677         ABILITATIONS         P0-292109         536.00           150678         BEE MAN         P0-2924898         33,000.00           150679         CA DEPT OF EDUCATION         P0-294897         5,193.12           150681         CCS PRESENTATION SYSTEMS INC         P0-294898         33,000.00           150682         DEITA EDUCATION         P0-294657         52.56           150683         DISCOUNT OFFIC	150670	SERI COMPOLER		
P0-294230         1,727.57           P0-294267         1,237.29           P0-294267         1,855.94           P0-294324         521.18           P0-294324         521.18           P0-294324         521.18           P0-294324         521.18           P0-294574         611.39           P0-294647         134.36           P0-294648         618.65           150671         TEACHLOGIC INC         P0-294324           150673         WAXIE         P0-294323           150673         WAXIE         P0-294830           150674         ORANGE COUNTY REGISTER         P0-294828           P0-290599         45,899.47           P0-290500         17,657.50           150675         US DARK NATIONAL ASSOCIATION         P0-294828           150676         NIC PARTNERS INC.         P0-294050           150677         ABILITATIONS         P0-294905         229.26           150678         BEE MAN         P0-294805         3.000.00           150680         CAPISTRANO FORD         P0-294657         5.139.12           150681         CS PRESENTATION SYSTEMS INC         P0-294657         52.56           150682         DELTA EDUCATION<				
P0-294267         1,237.23           P0-294321         1,855.94           P0-294321         1,855.94           P0-294333         618.65           P0-294383         618.65           P0-294647         134.36           P0-294647         134.36           P0-294647         134.36           P0-294648         618.65           150671         TEACHLOGIC INC         P0-294302           150672         UNITED PARCEL SERV         P0-294303           150673         WAXIE         P0-294303           150674         ORANGE COUNTY REGISTER         P0-294303           150675         US BANK NATIONAL ASSOCIATION         P0-290599         45,899.47           150676         NIC PARTNERS INC.         P0-290599         45,899.47           150677         ABILITATIONS         P0-292109         536.00           150678         BEE MAN         P0-292109         536.00           150667         CA DEPT OF EDUCATION         P0-294383         3,000.00           150680         CAPISTRANO FORD         P0-294055         229.26           150681         DISCOUNT OFFICE SERVICES         P0-291005         33.32           150682         DELTA EDUCATION         P0-29				
P0-294321         1,855.94           P0-294324         521.18           P0-294333         648.65           P0-294343         648.65           P0-294547         611.39           P0-294648         618.65           P0-294647         134.36           P0-294648         618.65           150671         TEACHLOGIC INC         P0-29468           150672         UNITED PARCEL SERV         P0-294830           150673         WAXIE         P0-294830           150675         US BANK NATIONAL ASSOCIATION         P0-294828           150676         NIC PARTNERS INC.         P0-290599           150677         ABILITATIONS         P0-292050           150678         BEE MAN         P0-292105           150679         CA DEPT OF EDUCATION         P0-293837           150678         BEE MAN         P0-293837           150679         CA DEPT OF EDUCATION         P0-29405           150667         ABILITATION SYSTEMS INC         P0-293837           150682         DELTA EDUCATION         P0-29405           150683         DISCOUNT OFFICE SERVICES         P0-291002           150684         EVERYTHING MEDICAL         P0-290451           1506				
P0-294324         521.18           P0-294383         618.65           P0-294383         618.65           P0-294647         134.36           P0-294648         618.65           150671         TEACHLOGIC INC         P0-294848           150672         UNITED PARCEL SERV         P0-294830           150673         WAXIE         P0-294830         2,060.46           150674         ORANGE COUNTY REGISTER         P0-294835         920.00           150675         US BANK NATIONAL ASSOCIATION         P0-294828         770.00           150676         NIC PARTNERS INC.         P0-290600         17,657.50           150677         ABILITATIONS         P0-29235         106.32           150678         BEE MAN         P0-292109         536.00           150679         CA DEFT OF EDUCATION         P0-294395         229.26           150681         CCS PRESENTATION SYSTEMS INC         P0-294387         5,193.12           150682         DELTA EDUCATION         P0-29464         338.50           P0-291002         101.25         P0-291002         101.25           150683         DISCOUNT OFFICE SERVICES         P0-290451         1,368.00           150686         GANAHL LUMBER </td <td></td> <td></td> <td></td> <td></td>				
P0-294383         618.65           P0-294574         611.39           P0-294647         134.36           P0-294648         618.65           150671         TEACHLOGIC INC         P0-294648           150672         UNITED PARCEL SERV         P0-29480           150673         WAXIE         P0-294830         2,060.46           150674         ORANGE COUNTY REGISTER         P0-294828         770.00           150675         US BANK NATIONAL ASSOCIATION         P0-294828         770.00           150676         NIC PARTNERS INC.         P0-290600         17,657.50           150677         ABILITATIONS         P0-292109         536.00           150678         BEE MAN         P0-294983         33,000.00           150679         CA DEFT OF EDUCATION         P0-294995         229.26           150681         CCS PRESENTATION SYSTEMS INC         P0-294905         229.26           150682         DELTA EDUCATION         P0-294905         33.000.00           150684         EVERYTHING MEDICAL         P0-291002         101.25           150684         EVERYTHING MEDICAL         P0-290451         1,368.00           150686         GANAHL LUMBER         P0-290451         1,368.00     <				
F0-234574         611.39           P0-234647         134.36           P0-234648         618.65           150671         TEACHLOGIC INC         P0-234648         618.65           150672         UNITED PARCEL SERV         P0-230395         1,881.00           150673         WAXIE         P0-294830         2,060.46           150674         ORANGE COUNTY REGISTER         P0-294525         920.00           150675         US BANK NATIONAL ASSOCIATION         P0-294628         770.00           150676         NIC PARTNERS INC.         P0-290509         45,899.47           P0-290600         17,657.50         150677         ABILITATIONS         P0-292109         536.00           150677         ABILITATIONS         P0-294838         33,000.00         1506632         229.26           150678         BEE MAN         P0-2949055         229.26         226           150680         CAPISTRANO FORD         P0-294935         1,308.00         00           150681         CISCOUNT OFFICE SERVICES         P0-291005         33.32           150684         EVERYTHING MEDICAL         P0-2944564         338.50           P0-294736         1,272.92         150685         GANAHL LUMBER         P0-290451 <td></td> <td></td> <td></td> <td></td>				
PO-294647         134.36           PO-294648         618.65           150671         TEACHLOGIC INC         PO-294186         74.86           150672         UNITED PARCEL SERV         PO-294303         2,060.46           150673         WAXIE         PO-294830         2,060.46           150674         ORANGE COUNTY REGISTER         PO-294535         920.00           150675         US BANK NATIONAL ASSOCIATION         PO-290599         45,899.47           150676         NIC PARTNERS INC.         PO-290600         17,657.50           150677         ABILITATIONS         PO-292035         106.32           150678         BEE MAN         PO-294898         33,000.00           150667         CA DEPT OF EDUCATION         PO-294895         229.26           150681         CCS PRESENTATION SYSTEMS INC         PO-294055         229.26           150682         DELTA EDUCATION         PO-294055         33.32           150684         EVERYTHING MEDICAL         PO-294051         1,368.00           150685         GANAHL LUMBER         PO-290391         3,900.00           150686         GUNTHER'S ATHLETIC SERV         PO-290391         3,900.00           150687         LAWNMOWERS ETC         PO			PO-294574	611 39
PO-294648         618.65           150671         TEACHLOGIC INC         PO-294186         74.86           150672         UNITED PARCEL SERV         PO-290395         1,861.00           150673         WAXIE         PO-294830         2,060.46           150674         ORANGE COUNTY REGISTER         PO-294828         770.00           150675         US BANK NATIONAL ASSOCIATION         PO-290599         45,899.47           PO-290600         17,657.50         PO-292935         106.32           150677         ABILITATIONS         PO-292109         536.00           150678         BEE MAN         PO-294898         33,000.00           150680         CAPISTRANO FORD         PO-294898         33,000.00           150681         CCS PRESENTATION SYSTEMS INC         PO-294657         52.56           150682         DELTA EDUCATION         PO-294657         52.56           150683         DISCOUNT OFFICE SERVICES         PO-291002         101.25           PO-290451         1,368.00         12.870.98           PO-290391         3,900.00         150686           GUNTHER'S ATHLETIC SERV         PO-290391         3,900.00           150685         GANAHL LUMBER         PO-290451         1,368.00<				
150671         TEACHLOGIC INC         PO-294186         74.86           150672         UNITED PARCEL SERV         PO-290395         1,881.00           150673         WAXIE         PO-294830         2,060.46           150674         ORANGE COUNTY REGISTER         PO-294535         920.00           150675         US BANK NATIONAL ASSOCIATION         PO-294828         770.00           150676         NIC PARTNERS INC.         PO-290599         45,899.47           -         PO-292050         106.32           150677         ABILITATIONS         PO-292109         536.00           150678         BEE MAN         PO-294898         33,000.00           150680         CAPISTRANO FORD         PO-294897         529.26           150681         CCS PRESENTATION SYSTEMS INC         PO-294657         52.56           150682         DELTA EDUCATION         PO-294657         52.56           150683         DISCOUNT OFFICE SERVICES         PO-291002         101.25           PO-291005         33.32         900.00         1.368.00           150684         EVERYTHING MEDICAL         PO-294654         1.368.00           150685         GANAHL LUMBER         PO-290390         12,870.98 <td< td=""><td></td><td></td><td></td><td></td></td<>				
150672       UNITED PARCEL SERV       PO-290395       1,881.00         150673       WAXIE       PO-294830       2,060.46         150674       ORANCE COUNTY REGISTER       PO-294535       920.00         150675       US BANK NATIONAL ASSOCIATION       PO-294828       770.00         150676       NIC PARTNERS INC.       PO-290599       45,899.47         PO-290600       17,657.50       PO-290600       17,657.50         150677       ABILITATIONS       PO-292109       536.00         150678       BEE MAN       PO-294898       33,000.00         150680       CAPISTRANO FORD       PO-294905       229.26         150681       CCS PRESENTATION SYSTEMS INC       PO-294898       33,000.00         150682       DELTA EDUCATION       PO-294657       52.56         150683       DISCOUNT OFFICE SERVICES       PO-291005       33.32         150684       EVERYTHING MEDICAL       PO-294664       388.50         PO-290391       3,900.00       150686       GUNTHER'S ATHLETIC SERV       PO-290391       3,900.00         150685       GANAHL LUMBER       PO-290391       3,900.00       150688       LIBERTY FLACS       PO-290391       3,900.00         150689       LOS ANGEL	150671	TEACHLOGIC INC		
150673       WAXIE       PO-294830       2,060.46         150674       ORANGE COUNTY REGISTER       PO-294535       920.00         150675       US BANK NATIONAL ASSOCIATION       PO-294828       770.00         150676       NIC PARTNERS INC.       PO-290509       45,899.47         PO-290600       17,657.50       106.32         150677       ABILITATIONS       PO-292335       106.32         150678       BEE MAN       PO-294898       33,000.00         150680       CAPISTRANO FORD       PO-2948937       5,193.12         150681       CCS PRESENTATION SYSTEMS INC       PO-291002       101.25         150682       DELTA EDUCATION       PO-294664       338.50         150684       EVERYTHING MEDICAL       PO-290390       12,870.98         150685       GANAHL LUMEER       PO-290391       3,900.00         150686       GUNTHER'S ATHLETIC SERV       PO-290391       3,900.00         150687       LAWINOWERS ETC       PO-291023       434.23         150688       LIBERTY FLAGS       PO-290115       1,999.14         150691       LOS ANGELES FREIGHTLINER       PO-290537       151.15         150691       LORN MOUNTAIN       PO-290537       151.15			PO-290395	1 881 00
150674       ORANGE COUNTY REGISTER       PO-294535       920.00         150675       US BANK NATIONAL ASSOCIATION       PO-294828       770.00         150676       NIC PARTNERS INC.       PO-290509       45,899.47         PO-290600       17,657.50         150677       ABILITATIONS       PO-292335       106.32         150678       BEE MAN       PO-294898       33,000.00         150679       CA DEPT OF EDUCATION       PO-294898       33,000.00         150680       CAPISTRANO FORD       PO-294897       5,193.12         150681       CCS PRESENTATION SYSTEMS INC       PO-291002       101.25         150682       DELTA EDUCATION       PO-294664       338.50         150684       EVERYTHING MEDICAL       PO-290390       12,870.98         150685       GANAHL LUMEER       PO-290391       3,900.00         150686       GUNTHER'S ATHLETIC SERV       PO-290391       3,900.00         150687       LAWIMOWERS ETC       PO-292432       434.23         150688       LIBERTY FLAGS       PO-290115       1,999.14         150691       LOS ANGELES FREIGHTLINER       PO-290537       151.15         150691       LOWINTAIN       PO-290537       151.15				
150675       US BANK NATIONAL ASSOCIATION       PO-294828       770.00         150676       NIC PARTNERS INC.       PO-290599       45,899.47         PO-290600       17,657.50         150677       ABILITATIONS       PO-292935       106.32         150678       BEE MAN       PO-294898       33,000.00         150679       CA DEPT OF EDUCATION       PO-294905       229.26         150680       CAPISTRANO FORD       PO-294657       52.56         150681       CCS PRESENTATION SYSTEMS INC       PO-294055       33.302         150682       DELTA EDUCATION       PO-294657       52.56         150683       DISCOUNT OFFICE SERVICES       PO-291002       101.25         PO-291005       33.32       150684       EVERYTHING MEDICAL       PO-294736       1,272.92         150685       GANAHL LUMBER       PO-290390       12,870.98       1,368.00         150686       GUNTHER'S ATHLETIC SERV       PO-290391       3,900.00       150688         150687       LAWNMOWERS ETC       PO-292432       434.23         150688       LIBERTY FLAGS       PO-290537       151.15         150691       ICONVEL CORPORATION       PO-290598       16,246.29         150692				920-00
150676       NIC PARTNERS INC.       P0-290599       45,899.47         P0-290600       17,657.50         150677       ABILITATIONS       P0-29235       106.32         150678       BEE MAN       P0-292109       536.00         150679       CA DEPT OF EDUCATION       P0-294898       33,000.00         150680       CAPISTRANO FORD       P0-294905       229.26         150681       CCS PRESENTATION SYSTEMS INC       P0-293837       5,193.12         150682       DELTA EDUCATION       P0-294657       52.56         150683       DISCOUNT OFFICE SERVICES       P0-291002       101.25         P0-291005       33.32         150684       EVERYTHING MEDICAL       P0-294664       338.50         P0-290451       1,368.00         150685       GANAHL LUMBER       P0-290390       12,870.98         P0-290391       3,900.00       150687       LAWNMOWERS ETC       P0-292432       434.23         150688       LIBERTY FLAGS       P0-291115       1,999.14         150691       LOS ANGELES FREIGHTLINER       P0-290537       15.115         150691       LOS ANGELES FREIGHTLINER       P0-290537       15.115         150692       DEFT OF GENERAL SERVICES				
PO-290600         17,657.50           150677         ABILITATIONS         PO-292935         106.32           150678         BEE MAN         PO-292109         536.00           150679         CA DEPT OF EDUCATION         PO-294898         33,000.00           150680         CAPISTRANO FORD         PO-294896         229.26           150681         CCS PRESENTATION SYSTEMS INC         PO-294867         52.56           150682         DELTA EDUCATION         PO-294057         52.56           150683         DISCOUNT OFFICE SERVICES         PO-291002         101.25           PO-291005         33.32         150684         EVERYTHING MEDICAL         PO-294664         338.50           PO-294736         1,272.92         150685         GANAHL LUMBER         PO-290391         1,368.00           150686         GUNTHER'S ATHLETIC SERV         PO-290390         12,870.98           PO-290391         3,900.00         150687         LAWNMOWERS ETC         PO-292432         434.23           150687         LAWNMOWERS ETC         PO-290115         1,999.14         150690         IRON MOUNTAIN         PO-290537         151.15           150691         LOS ANGELES FREIGHTLINER         PO-290598         16,246.29         150692				
150677       ABILITATIONS       PO-292935       106.32         150678       BEE MAN       PO-292109       536.00         150679       CA DEPT OF EDUCATION       PO-294898       33,000.00         150680       CAPISTRANO FORD       PO-294898       33,000.00         150681       CCS PRESENTATION SYSTEMS INC       PO-294905       229.26         150682       DELTA EDUCATION       PO-294657       52.56         150683       DISCOUNT OFFICE SERVICES       PO-291002       101.25         PO-294736       1,272.92       150685       GANAHL LUMBER       PO-290451       1,368.00         150686       GUNTHER'S ATHLETIC SERV       PO-290390       12,870.98         PO-290391       3,900.00       150687       LAWINOWERS ETC       PO-291115       1,999.14         150681       LIBERTY FLAGS       PO-290397       151.15       150691       CORVEL CORPORATION       PO-290578       16,246.29         150691       LOS ANGELES FREIGHTLINER       PO-290598       16,246.29       150692       DEPT OF GENERAL SERVICES       PO-294899       140.25         150692       DEPT OF GENERAL SERVICES       PO-294899       140.25       150693       EVANS, LAURA       PV-004222       44.00         150694<	100070			
150678       BEE MAN       P0-292109       536.00         150679       CA DEPT OF EDUCATION       P0-294898       33,000.00         150680       CAPISTRANO FORD       P0-294905       229.26         150681       CCS PRESENTATION SYSTEMS INC       P0-293837       5,193.12         150682       DELTA EDUCATION       P0-294657       52.56         150683       DISCOUNT OFFICE SERVICES       P0-291002       101.25         P0-291005       33.32       90.291005       33.32         150684       EVERYTHING MEDICAL       P0-294664       338.50         P0-294736       1,272.92       150685       GANAHL LUMBER       P0-290451       1,368.00         150685       GANAHL LUMBER       P0-290390       12,870.98       90.00         150686       GUTHER'S ATHLETIC SERV       P0-290391       3,900.00         150687       LAWNMOWERS ETC       P0-290391       3,900.00         150688       LIBERTY FLAGS       P0-291115       1,999.14         150690       IRON MOUNTAIN       P0-290537       151.15         150691       CORVEL CORPORATION       P0-290598       16,246.29         150693       EVANS, LAURA       PV-004222       44.00         150694	150677	ABILITATIONS		106.32
150679       CA DEPT OF EDUCATION       PO-294898       33,000.00         150680       CAPISTRANO FORD       PO-294905       229.26         150681       CCS PRESENTATION SYSTEMS INC       PO-293837       5,193.12         150682       DELTA EDUCATION       PO-294657       52.56         150683       DISCOUNT OFFICE SERVICES       PO-291002       101.25         PO-291005       33.32         150684       EVERYTHING MEDICAL       PO-294664       338.50         PO-294736       1,272.92         150685       GANAHL LUMBER       PO-290451       1,368.00         150686       GUNTHER'S ATHLETIC SERV       PO-290390       12,870.98         PO-290391       3,900.00       150687       LAWNMOWERS ETC       PO-291115       1,999.14         150691       LOS ANGELES FREIGHTLINER       PO-290537       151.15         150691       CORVEL CORPORATION       PO-290598       16,246.29         150692       DEPT OF GENERAL SERVICES       PO-294899       140.25         150693       EVANS, LAURA       PV-004222       44.00         150694       EVANS, LAURA       PV-004223       22.00         150695       PETTEY, STEPHANIE       PV-004225       569.03    <				
150680       CAPISTRANO FORD       PO-294905       229.26         150681       CCS PRESENTATION SYSTEMS INC       PO-293837       5,193.12         150682       DELTA EDUCATION       PO-294657       52.56         150683       DISCOUNT OFFICE SERVICES       PO-291002       101.25         PO-291005       33.32         150684       EVERYTHING MEDICAL       PO-294664       338.50         PO-294736       1,272.92         150685       GANAHL LUMBER       PO-290451       1,368.00         150686       GUNTHER'S ATHLETIC SERV       PO-290390       12,870.98         PO-290391       3,900.00       150687       LAWNMOWERS ETC       PO-292432       434.23         150688       LIBERTY FLAGS       PO-290391       3,900.00         150689       LOS ANGELES FREIGHTLINER       PO-291115       1,999.14         150690       IRON MOUNTAIN       PO-290537       151.15         150691       CORVEL CORPORATION       PO-290598       16,246.29         150692       DEPT OF GENERAL SERVICES       PO-294899       140.25         150693       EVANS, LAURA       PV-004222       444.00         150694       EVANS, LAURA       PV-004223       22.00				
150681       CCS PRESENTATION SYSTEMS INC       P0-293837       5,193.12         150682       DELTA EDUCATION       P0-294657       52.56         150683       DISCOUNT OFFICE SERVICES       P0-291002       101.25         P0-291005       33.32         150684       EVERYTHING MEDICAL       P0-294664       338.50         P0-294736       1,272.92         150685       GANAHL LUMBER       P0-290451       1,368.00         150686       GUNTHER'S ATHLETIC SERV       P0-290390       12,870.98         P0-290391       3,900.00       150687       LAWNMOWERS ETC       P0-294438       68.36         150689       LOS ANGELES FREIGHTLINER       P0-291115       1,999.14         150691       CORVEL CORPORATION       P0-290537       151.15         150692       DEPT OF GENERAL SERVICES       P0-294899       140.25         150693       EVANS, LAURA       PV-004222       444.00         150694       EVANS, LAURA       PV-004223       22.00         150695       PETTEY, STEPHANIE       PV-004225       569.03				
150682       DELTA EDUCATION       PO-294657       52.56         150683       DISCOUNT OFFICE SERVICES       PO-291002       101.25         PO-291005       33.32         150684       EVERYTHING MEDICAL       PO-294664       338.50         PO-294736       1,272.92         150685       GANAHL LUMBER       PO-290451       1,368.00         150686       GUNTHER'S ATHLETIC SERV       PO-290390       12,870.98         PO-290391       3,900.00       150687       LAWNMOWERS ETC       PO-290391       3,900.00         150688       LIBERTY FLAGS       PO-291115       1,999.14         150690       IRON MOUNTAIN       PO-290537       151.15         150691       CORVEL CORPORATION       PO-290598       16,246.29         150693       EVANS, LAURA       PV-004222       44.00         150694       EVANS, LAURA       PV-004223       22.00         150695       PETTEY, STEPHANIE       PV-004225       569.03				5,193.12
150683       DISCOUNT OFFICE SERVICES       P0-291002       101.25         P0-291005       33.32         150684       EVERYTHING MEDICAL       P0-294664       338.50         P0-294736       1,272.92         150685       GANAHL LUMBER       P0-290451       1,368.00         150686       GUNTHER'S ATHLETIC SERV       P0-290390       12,870.98         P0-290391       3,900.00       90.290391       3,900.00         150687       LAWNMOWERS ETC       P0-294438       68.36         150688       LIBERTY FLAGS       P0-291115       1,999.14         150691       CORVEL CORPORATION       P0-290537       151.15         150692       DEPT OF GENERAL SERVICES       P0-294899       140.25         150693       EVANS, LAURA       PV-004222       44.00         150694       EVANS, LAURA       PV-004223       22.00         150695       PETTEY, STEPHANIE       PV-004225       569.03				
PO-291005         33.32           150684         EVERYTHING MEDICAL         PO-294664         338.50           PO-294736         1,272.92           150685         GANAHL LUMBER         PO-290451         1,368.00           150686         GUNTHER'S ATHLETIC SERV         PO-290390         12,870.98           PO-290391         3,900.00         150687         LAWNMOWERS ETC         PO-292432         434.23           150688         LIBERTY FLAGS         PO-291115         1,999.14           150690         IRON MOUNTAIN         PO-290537         151.15           150691         CORVEL CORPORATION         PO-290598         16,246.29           150693         EVANS, LAURA         PV-004222         44.00           150694         EVANS, LAURA         PV-004223         22.00           150695         PETTEY, STEPHANIE         PV-004225         569.03				101.25
150685       GANAHL LUMBER       PO-290451       1,368.00         150686       GUNTHER'S ATHLETIC SERV       PO-290390       12,870.98         PO-290391       3,900.00         150687       LAWNMOWERS ETC       PO-292432       434.23         150688       LIBERTY FLAGS       PO-294438       68.36         150689       LOS ANGELES FREIGHTLINER       PO-290537       151.15         150691       CORVEL CORPORATION       PO-290598       16,246.29         150692       DEPT OF GENERAL SERVICES       PO-294899       140.25         150693       EVANS, LAURA       PV-004222       44.00         150694       EVANS, LAURA       PV-004223       22.00         150695       PETTEY, STEPHANIE       PV-004225       569.03				22 22
150685       GANAHL LUMBER       PO-290451       1,368.00         150686       GUNTHER'S ATHLETIC SERV       PO-290390       12,870.98         PO-290391       3,900.00         150687       LAWNMOWERS ETC       PO-292432       434.23         150688       LIBERTY FLAGS       PO-294438       68.36         150689       LOS ANGELES FREIGHTLINER       PO-290537       151.15         150691       CORVEL CORPORATION       PO-290598       16,246.29         150692       DEPT OF GENERAL SERVICES       PO-294899       140.25         150693       EVANS, LAURA       PV-004222       44.00         150694       EVANS, LAURA       PV-004223       22.00         150695       PETTEY, STEPHANIE       PV-004225       569.03	150684	EVERYTHING MEDICAL	PO-294664	338.50
150685       GANAHL LUMBER       PO-290451       1,368.00         150686       GUNTHER'S ATHLETIC SERV       PO-290390       12,870.98         PO-290391       3,900.00         150687       LAWNMOWERS ETC       PO-292432       434.23         150688       LIBERTY FLAGS       PO-291438       68.36         150689       LOS ANGELES FREIGHTLINER       PO-290537       151.15         150691       CORVEL CORPORATION       PO-290598       16,246.29         150692       DEPT OF GENERAL SERVICES       PO-294899       140.25         150693       EVANS, LAURA       PV-004222       44.00         150694       EVANS, LAURA       PV-004223       22.00         150695       PETTEY, STEPHANIE       PV-004225       569.03			PO-294736	1,2/2.92
150686       GUNTHER'S ATHLETIC SERV       PO-290390       12,870.98         PO-290391       3,900.00         150687       LAWNMOWERS ETC       PO-292432       434.23         150688       LIBERTY FLAGS       PO-294438       68.36         150689       LOS ANGELES FREIGHTLINER       PO-290537       151.15         150691       CORVEL CORPORATION       PO-290598       16,246.29         150692       DEPT OF GENERAL SERVICES       PO-294899       140.25         150693       EVANS, LAURA       PV-004222       44.00         150694       EVANS, LAURA       PV-004223       22.00         150695       PETTEY, STEPHANIE       PV-004225       569.03	150685	GANAHL LUMBER	PO-290451	1,368.00
150687       LAWNMOWERS ETC       PO-292432       434.23         150688       LIBERTY FLAGS       PO-294438       68.36         150689       LOS ANGELES FREIGHTLINER       PO-291115       1,999.14         150690       IRON MOUNTAIN       PO-290537       151.15         150691       CORVEL CORPORATION       PO-290598       16,246.29         150692       DEPT OF GENERAL SERVICES       PO-294899       140.25         150693       EVANS, LAURA       PV-004222       44.00         150694       EVANS, LAURA       PV-004223       22.00         150695       PETTEY, STEPHANIE       PV-004225       569.03	150686	GUNTHER'S ATHLETIC SERV	PO-290390	12,870.98
150688       LIBERTY FLAGS       PO-294438       68.36         150689       LOS ANGELES FREIGHTLINER       PO-291115       1,999.14         150690       IRON MOUNTAIN       PO-290537       151.15         150691       CORVEL CORPORATION       PO-290598       16,246.29         150692       DEPT OF GENERAL SERVICES       PO-294899       140.25         150693       EVANS, LAURA       PV-004222       44.00         150694       EVANS, LAURA       PV-004223       22.00         150695       PETTEY, STEPHANIE       PV-004225       569.03			PO-290391	3,900.00
150689LOS ANGELES FREIGHTLINERPO-2911151,999.14150690IRON MOUNTAINPO-290537151.15150691CORVEL CORPORATIONPO-29059816,246.29150692DEPT OF GENERAL SERVICESPO-294899140.25150693EVANS, LAURAPV-00422244.00150694EVANS, LAURAPV-00422322.00150695PETTEY, STEPHANIEPV-004225569.03	150687	LAWNMOWERS ETC	PO-292432	434.23
150690IRON MOUNTAINPO-290537151.15150691CORVEL CORPORATIONPO-29059816,246.29150692DEPT OF GENERAL SERVICESPO-294899140.25150693EVANS, LAURAPV-00422244.00150694EVANS, LAURAPV-00422322.00150695PETTEY, STEPHANIEPV-004225569.03	150688	LIBERTY FLAGS	PO-294438	68.36
150691       CORVEL CORPORATION       PO-290598       16,246.29         150692       DEPT OF GENERAL SERVICES       PO-294899       140.25         150693       EVANS, LAURA       PV-004222       44.00         150694       EVANS, LAURA       PV-004223       22.00         150695       PETTEY, STEPHANIE       PV-004225       569.03	150689	LOS ANGELES FREIGHTLINER	PO-291115	1,999.14
150692         DEPT OF GENERAL SERVICES         PO-294899         140.25           150693         EVANS, LAURA         PV-004222         44.00           150694         EVANS, LAURA         PV-004223         22.00           150695         PETTEY, STEPHANIE         PV-004225         569.03	150690	IRON MOUNTAIN	PO-290537	151.15
150693     EVANS, LAURA     PV-004222     44.00       150694     EVANS, LAURA     PV-004223     22.00       150695     PETTEY, STEPHANIE     PV-004225     569.03	150691	CORVEL CORPORATION	PO-290598	16,246.29
150694         EVANS, LAURA         PV-004223         22.00           150695         PETTEY, STEPHANIE         PV-004225         569.03	150692	DEPT OF GENERAL SERVICES	PO-294899	140.25
150695 PETTEY, STEPHANIE PV-004225 569.03	150693	EVANS, LAURA	PV-004222	44.00
	150694	EVANS, LAURA	PV-004223	22.00
150696 SMEGAL, PAM PV-004224 50.00	150695	PETTEY, STEPHANIE	PV-004225	569.03
	150696	SMEGAL, PAM	PV-004224	50.00

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Warrant		Reference	
	Name of Payee	Number	Amount
150697	WILLIAMS, BILLYE CINTAS	PV-004226	330.00
150698	CINTAS	PO-291397	61.00
150699	CINTAS CORP	PO-290675	181.62
150700	COUNTY OF ORANGE-WASTE MNGT	PO-290459	2,370.14
	DEPARTMENT OF JUSTICE		
		PO-290412	
		PO-294063	81.00
150703	SAN DIEGO GAS & ELECTRIC	PO-290562	86,357.52
	SMART & FINAL	PO-291606	173.12
		PO-294087	61.18
		PO-294360	42.67
150705	SO CAL EDISON CO	PO-290563	36,718.48
150706			18,330.14
		PO-293897	4,836.25
150708	THYSSENKRUPP ELEVATOR CORP		
			4,401.88
		PO-290419	
150710	MCMAHAN DESK INC	PO-294457	379.32
150711	AMERICAN SPEECH-LANGUAGE	PO-294056	259.00
150712	ART MASTERS INC	PO-292792	2,000.00
150713	BLIND CHILDRENS LRNG CTR	PO-294782	720.00
	CARLISLE, TERESA	PV~004237	
150715	CENTER DRUG-FREE COMMUNITIES	PO-294442	195.00
150716	CHILEDA	PO-291380	3,044.28
150717	CINNAMON HILLS SCHOOL	PO-290206	3,105.00
		PO-290207	3,105.00
		PO-292370	675.00
150718	CRARY, BRENDA	PO-293521	1,500.00
150719	GOODWILL IND OF O C	PO-294786	242.50
150720	KIM AND/OR, CHANDRA	PO-291360	279.40
150721	MARTIN, HEATHER	PO-294743	750.00
150722	MEET THE MASTERS	PO-292359	
150723	MEISSNER, ANDREA	PV-004236	748.84
150724	PYRAMID AUTISM CENTER	PO-290075	4,950.00
150725	SCHOOL SERVICES OF CALIF	PO-292990	4,600.00
		PO-293698	191.25
		PO-294559	1,371.23
150726	SHILOH TREATMENT CENTER INC	PO-291794	2,862.00
150727	SPEECH LANGUAGE PATHOLOGY &	PO-294844	200.00
150728	YELLOWSTONE BOYS & GIRLS RANCH	PO-293455	1,990.00
150729	ORANGE CTY DEPT EDUC	PO~294698	15.00
150730	BEST ROLL UP DOOR INC	PO-294484	2,262.13
150731	CCS PRESENTATION SYSTEMS INC	PO-293949	432.76
150732	CERTIFIED LABORATORIES	PO-294119	1,124.06
150733	CLARK SECURITY PRODUCTS	PO-290566	67.37

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Warrant		Reference	
Number	Name of Payee	Number	Amount
150734	DUNN-EDWARDS CORP	PO-290450	127.73
	EPOLY STAR	PO-290171	9,591.75
	FOLLETT LIBRARY RESOURCES		
	HYDRO-SCAPE PRODUCTS INC		
			1,128.88
			1,046.56
		PO-292081	2,757.79
150739	JOURNEY EDUCATION	PO-293523	56.85
			826.35
		PO-294515	236.24
150742		PO-294631	944.31
150743	LAKESHORE LEARNING MATERIALS	PO-294398	260.00
150744	LAKESHORE LEARNING MATLS	PO-294358	283.69
	LAWNMOWERS ETC	PO-292432	196.00
150746	LOOMIS	PO-291549	175.73
150747	LUCK'S MUSIC LIBRARY	PO-292066	45.00
150748	CAPISTRANO UNIFIED SCHOOL DIST	PO-290538	67,020.23
150749	CONNECTICUT GEN LIFE INS CO	PO-290544	14,599.92
150750	CONNECTICUT GENERAL LIFE	PO-290543	32,391.71
15075 <b>1</b>	METROPOLITAN EMPLOYEES	PO-290539	22,530.00
		PO-290545	3,612,915.75
150752	ASCIP	PO-294897	37,147.83
150753	DAVID TAUSSIG ASSOC INC	PO-292803	4,478.75
150754	PACIFIC MOBILE HOME CONS	PO-294464	1,525.00
	US BANK NATIONAL ASSOCIATION		
150756	CAPISTRANO CONNECTIONS ACADEMY	CM-000082	6,666.00-
		CM-000083	368.00-
			195,973.79
150757	OPPORTUNITY FOR LEARNING		
150758			2,880.00
150759			2,880.00
150760	CAL WEEKLY EXPLORER INC		
150761	RSCCD	PO-294895	
150762	CINTAS CORP	PO-290675	55.54
		PO-291839	533.26
150763	CITY OF SAN CLEMENTE	PO-290460	11,671.96
150764	CITY OF SAN JUAN CAPISTRANO	PO-290461	1,630.93
150765	CONSOLIDATED ELECT DISTR	PO-294832	3,728.16
150766	DEPARTMENT OF JUSTICE	PO-290852	1,088.00
150767	ENTERPRISE FLEET SERVICES	PO-294727	2,110.66
150768	IMAGE 2000	PO-293981	600.59
150769	MOULTON NIGUEL WATER	PO-290462	2,411.97
150770	ORANGE COUNTY PROBATION DEPT	PO-290284	450.00
150771	PRINT FINISH SOLUTIONS	PO-290420	496.41

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Warrant		Reference		
Number	Name of Payee	Number	Amount	
150772	PRUDENTIAL OVERALL SUP			
			20.18	
150773	SAN DIEGO GAS & ELECTRIC	PO-290562	98,453.87	
150774	SMART & FINAL	PO-292054	62.91	
		PO-294087	35.88	
		PO-294360	123.35	
150775	SO CAL EDISON CO	PO-290563	18,649.53	
150776	SO CAL GAS CO	PO-290564	1,269.74	
150777	SPARKLETTS	PO-290561	60.38	
		PO-291078	16.30	
		PO-291601	19.85	
		PO-294738	165.16	
150778	XEROX CORPORATION	PO-290403	1,127.70	
		PO-291196	35.67	
150779	SPARKLETTS	PO-290223	75.32	
		PO-290865	27.56	
		PO-290866	36.76	
		PO-290867	24.61	
		PO-290869	12.21	
		PO-290870		
		PO-293909	4.05	
150780	MISSION VIEJO GLASS	PO-290264	270.50	
150781	ORANGE COUNTY REGISTER			
150782	PARKHOUSE TIRE INC.	PO-291105	6,622.93	
	PEPPER-LOS ANGELES, J W			
		PO-291850		
		PO-293789	5,476.43	
150784	PRAXAIR	PO-291127		
150785			431.02	
150786	PRECISION TUNE AUTO CARE	PO-291107	2,341.01	
150787			1,125.00	
150788	PRO PHOTO CONNECTION INC			
150789	QUALITY TOWING		205.00	
150790	RADIO SHACK	PO-290619	41.81	
150791	RED WING SHOE STORE	PO-291128	7.32	
150792	RINCON TRUCK PARTS	PO-290533	6,212.28	
150793	ROSETTA STONE LANGUAGE LIBRARY	PO-294849	6,784.07	
150794	SANTA MARGARITA FORD	PO-292655	5,119.10	
150795	SEHI COMPUTER	PO-291490	1,239.29	
		PO-294748	422.45	
150796	SMOG EXPRESS	PO-294462	72.70	
150797	SO COAST DISTRIBUTING CO	PO-290367	34.69	
150798	SOUTH COAST ANSWERING SERVICE	PO-291448	135.19	

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Warrant		Reference	
Number	Name of Payee	Number	Amount
150799			427.53
			3,208.13
1 = 0 0 0 0			2,476.77
150800			
	TRIPLE "A" COMM & PUMPING		
			411.77
	WATERLINES TECHNOLOGIES INC		
	SEHI COMPUTER	PO-294746	646.14
150805			3,680.00
			3,680.00
	AUGUSTIN EGELSEE LLP		
			2,265.48
150808	DEVEREUX FOUNDATION		
			1,640.00
150809	DEVEREUX TEXAS TREATMENT		
			2,518.80
			1,685.32
		PO-294553	
	DEVEREUX TEXAS TREATMENT		
			5,121.25
	HUNTER PHD, NATHAN H		
150813	MENDE PSY.D, SYLVIA		
150814			2,806.00
150815	OCEANVIEW SCHOOL	PO-291565	4,876.00
			1,848.00
150816	ORANGE COUNTY THERAPY SERVICE	PO-290506	4,000.00
			42,080.00
150817			13,353.00
			122,564.82
	RED ROCK CANYON SCHOOL		
150819			2,437.50
150820			70.95
	AROZ, RANDOLPH ARTINGER, TRACEY	PV-004249	66.00
150822	ARTINGER, TRACEY	PV-004250	77.50
150823	BEJARANO, CRYSTAL F	PV-004252	122.00
150824	BENE, CHERI	PV-004253	92.00
150825	BLEY, ELIZABETH	PV-004254	31.50
150826	BOWDEN, JOANNA	PV-004255	28.50
150827	BRAUN, C. ANNE	PV-004256	13.00
150828	BROOKMAN, JOSEPH	PV-004258	591.50
150829	BROWN, AMY	PV-004259	258.00
150830	BROWNE, CAROLE	PV-004260	135.00
150831	BRUNSON JR., LARRY W.	PV-004261	277.00
150832	BURKE, SHAUN	PV-004262	7.00
150833	CAMPBELL, SHADA	PV-004263	166.50

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Warrant		Reference	
	Name of Pavee		Amount
	Name of Payee		
150835	CARNAHAN, GAIL CLIFT, LYNNETTE I	PV-004265	127.00
150836	ELLIS, SHAWNA	PV-004268	126.00
150837	ENGELKEN, APRIL	PV-004266	38.50
150838	EVANS, LAURA	PV-004269	179.10
150839	EXWORTHY, MARK	PV-004270	281.50
150840	FARRAND, MONA	PV-004271	176.50
150841	ELLIS, SHAWNA ENGELKEN, APRIL EVANS, LAURA EXWORTHY, MARK FARRAND, MONA FISCHER, VALERY	PV-004274	108.50
150842	FREDRIKSZ, LAURA	PV-004272	123.00
1 5 0 0 4 2	CARRECON CANDRA I	DV 004075	20.00
150844	GERLING, SUSAN	PV-004276	84.00
150845	GRAY, LISA	PV-004277	91.00
150846	HANAFORD, LAURA	PV-004278	48.00
150847	HANSINK, MARISA	PV-004279	150.50
150848	HATLER, JAIME	PV-004280	221.50
150849	HOGBIN, RICH	PV-004281	122.50
150850	HOMMA, SUSAN	PV-004282	183.00
150851	GARRISON, SANDRA L. GERLING, SUSAN GRAY, LISA HANAFORD, LAURA HANSINK, MARISA HATLER, JAIME HOGBIN, RICH HOMMA, SUSAN JIMENEZ, DENISE BEAHM, BROOKE FREY, DEBORAH BROCKMAN, CARY	PV-004283	243.50
150852	BEAHM, BROOKE	PV-004251	91.50
150853	FREY, DEBORAH	PV-004273	24.00
150855	ACADEMIC SENATE FOR CA	PO-294924	400.00
150856	ACADEMIC SUPERSTORE	PO-293305	54.83
150857	ACHIEVEMENT PRODUCTS	PO-294039	64.88
150858	AUGMENTATIVE COMMUNICATION INC	PO-294839	350.00
150859	BEE MAN C D T INC.	PO-292109	508.00
150860	C D T INC.	PO-290465	870.00
120801	CCS PRESENTATION SYSTEMS INC	PO-293827	5,193.12
150862	CHENG & TSUI CO INC	PO-290316	128.99
150863	DISCOUNT OFFICE SERVICES	PO-292159	122.31
150864	ECS IMAGING INC	PO-294380	3,971.77
			137.00
150866	HIRSCH PIPE & SUPPLY		56.41
		PO-293660	437.56
150867	IRON MOUNTAIN	PO-290602	242.04
150868	KU CENTER FOR RESEARCH	PO-294638	1,276.00
150869	DISCOUNT SCHOOL SUPPLY	PO-293985	464.67
150870	CITY OF ALISO VIEJO	PO-294685	6,000.00
150871	FOSTER, ALEXA	PV-004284	50.00
150872	HARWOOD, LAUREN	PV-004289	6.00
150873	HENSEN, MIKAELA	PV-004290	8.00
150874	LA MOTTE, SANDY	PV-004292	35.84
150875	LOZADA, MITCHELL	PV-004293	10.00
150876	MARCUS, BRUCE	PV-004294	64.99
150877	MICALIZZI, KELLIE	PV-004295	50.00

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Warrant	Name of Dayce	Reference	Amount
	Name of Payee	Number	
			58.00
150879	PEREZ, LINA	PV-004298	6.66
150880			381.71
15088 <b>1</b>			50.00
150882	KING, LINDSAY	PV-004291	52.00
150883		PV-004297	114.00
150884	PRUNEAU, MIDORI	PV-004299	26.00
150885	GODDARD, DARYL	PV-004287	1.12
150886	CORVEL CORPORATION	PO-290597	162,414.42
150887	AUGUSTIN EGELSEE LLP	PO-294891	8,750.00
150888	OCEAN INSTITUTE	PO-292718	1,141.00
150889	ORANGE COUNTY DEPT OF EDUCATIO	PO-292981	20,625.00
150890	SADDLEBACK VLY SCH DIST	PO-293554	1,248.00
		PO-294059	1,365.00
150891	TANAKA FARM & PUMPKIN PATCH	PO-294998	1,044.00
150892	ACTION LEARNING SYSTEMS INC	PO-291140	2,254.20
		PO-291154	765.60
		PO-291155	553.00
		PO-291156	1,274.00
		PO-291193	1,452.75
150893	BEYOND TECHNOLOGY	PO-294984	556.20
150894	ESCO EAR SERVICE CORP	PO-294989	180.00
150895	MWR	PV-004302	70.00
150896	ORANGE CTY DEPT EDUC	PO-293806	700.00
150897	YOGA BUNGALOW	PV-004303	268.80
150898	CINTAS	PO-291625	40.00
150899	CINTAS CORP	PO-291839	547.37
150900	CITY OF SAN JUAN CAPISTRANO	PO-290461	7,831.44
150901			2,170.63
150902	IMAGE 2000	PO-293981	204.23
		PO-294791	1,780.44
150903			508.00
150904	SAN DIEGO GAS & ELECTRIC	PO-290562	78,918.81
150905	SANTA MARGARITA WATER	PO-290463	2,482.48
150906	SMART & FINAL	PO-292217	28.76
		PO-293668	44.70
		PO-293879	110.65
		PO-294087	44.64
		PO-294360	82.75
150907	SO CAL GAS CO	PO-290564	11,640.30
150908	SOLAG / CR&R	PO-290439	60,786.30
150909	TRANSPORTATION CHARTER SERVICE	PV-004353	2,542.50
150910	UNION BANK OF CALIFORNIA	PO-291477	11,136.34
150911	WELLS FARGO FINANCIAL LEASING	PO-290256	211.92
150912	MAHLER, BOBBI	PV-004354	95.68

68 CAPISTRANO UNIFIED SCHOOL DIST J13153 WARBRDCS H.00.00 04/21/10 PAGE 26 WARRANT LISTING

> Board of Trustees Warrant Listing \*====== Fiscal Year: 2009-10 ======\* Board of Trustees Meeting....05/11/2010

Warrant		Reference	
Number			Amount
150913	CAPISTRANO UNIFIED SCHOOL DIST		8.31-
		CM-000088	9.59-
			99,745.06
150914	ACTION LEARNING SYSTEMS INC	PO-091941	936.00
			2,433.60
		PO-293398	1,736.80
150915	ATKINSON ANDELSON LOYA	PO-292037	1,092.50
		PO-294734	17,703.57
150916	BEST BEST & KRIEGER LLP	PO-293889	2,886.28
150917	CSBA'S PRACTI-CAL	PO-293584	3,409.31
150918	DEMPSEY, MITCHELL	PO-292345	350.00
150919	DYSART, RUSS	PO-291930	742.67
150920	HARBOTTLE LAW GROUP	PO-293890	10,047.77
150921	KERNS, SILAS	PO-292588	276.00
150922	KOCE TV FOUNDATION	PO-294561	1,360.00
150923	LAW OFFICES OF CAROLINE A ZUK	PO-294490	3,488.50
150924	LEISURE CARE NURSES REGISTRY	PO-294531	5,225.00
150925	O'CONNOR, BRENDAN & JACQUELINE	PO-292947	2,057.60
150926	OAK GROVE INSTITUTE	PO-293336	908.39
		PO-294541	2,984.71
		PO-294555	2,984.71
150927	OCANA, JORGE & CHRISTIAN	PO-294578	3,889.80
150928	SDSU RESEARCH FOUNDATION/CPC	PO-294605	395.00
150929	STEP	PO-295012	1,850.00
150930	BARI, KATHY	PV-004362	263.00
150931	CARLISLE, TERESA	PV-004358	21.00
150932	,	PV-004359	365.00
150933	HOLLIDAY, SUSAN	PV-004361	199.00
150934	MENDEL, LINDA	PV-004360	385.00
150935	REATEGUI, CESAR	PV-004363	30.00
150936	THIBEAU, LORI	PV-004357	120.00
150937	WALKER, MARIA CHRISTINA	PV-004356	130.00

974 Warrants \$11,302,159.26

VENDOR	<b>BID NO. / BID TITLE</b>	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	
Advanced Procurement Sales	Bid No. 0809-09 Audio Visual Equipment	6/22/2009	
All Pro Sound	Bid No. 0809-09 Audio Visual Equipment	6/22/2009	
American Logistics Co., LLC	Bid No. 0607-06 Outsource Transportation Services	9/11/2006	
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	
Ball Park Pizza Team, Inc.	Bid No. 0809-03 Pizza Service	11/3/2008	
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	
Brandon Advertising, Inc. dba Amore Pizza	Bid No. 0809-03 Pizza Service	11/3/2008	
Broadcast Supply Worldwide	Bid No. 0809-09 Audio Visual Equipment	6/22/2009	
Cabral Roofing & Waterproofing Corporation	Bid No. 0809-06 Roof Repair & Maintenance	7/21/2008	
California Western Visuals	Bid No. 0809-09 Audio Visual Equipment	6/22/2009	
Camcor, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009	
CCS Presentation Systems, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009	
Coca-Cola Bottling Company of Southern California	Bid No. 0708-08 Vending And Beverage Service	11/5/2007	
Collins & Aikman Floorcoverings, Inc.	Bid No. 0708-05 Flooring Materials and Installation	6/25/2007	
Commercial Fence & Iron Works, Inc.	Bid No. 0708-04 Fencing Materials, Repair, and Installation	6/25/2007	
Consolidated Electrical Distributors, Inc.	Bid No. 0708-03 Electrical Supplies & Materials	6/25/2007	
Corporate Business Furniture	Irvine USD Bid No. 08-09-01, Purchase of School and Office Furniture	3/10/2010	
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, Palyground Equipment, Saftety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/13/2010	

VENDOR	BID NO. / BID TITLE	BOARD APPROVAL DATE	
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	
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.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009	
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting	12/8/2008	
ePoly Star, Inc.	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008	
Gold Coast Tours	Bid No. 0708-09 Co-Curricular Bus Service	9/10/2007	
Gold Star Foods	Bid No. 0708-18 Frozen Food Products	3/10/2008	
Gold Star Foods	Bid No. 0708-21 Grocery Products	5/12/2008	
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	
Hazard, Young, Attea & Associates, Ltd.	RFQ No. 13-0809 Executive Search Firm - Superintendent Recruitment	12/15/2009	
Hertz Furniture Systems	Irvine USD Bid No. 08-09-01, Purchase of School and Office Furniture	3/10/2010	
HMC Architects	RFP No. 2-0506 Architectural Services	10/16/2006	
Hollandia Dairy	Bid No. 0708-17 Milk and Dairy Products	3/10/2008	
JJ Management Company dba Jo Jo's Pizza Kitchen	Bid No. 0809-03 Pizza Service	11/3/2008	
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	
McMahan Business Enteriors	Irvine USD Bid No. 08-09-01, Purchase of School and Office Furniture	3/10/2010	
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	

VENDOR	BID NO. / BID TITLE	BOARD APPROVAL DATE	
Office Depot	Santa Ana USD Bid No. 25-09, Purchase of School Paper Supply	9/15/2009	
Orbach, Huff & Suarez LLP	RFQ No. 10-0809 General Legal Services	12/15/2009	
P&R Paper Supply Co.	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008	
P&R Paper Supply Co.	Bid No. 0809-11 Paper and Plastic Products for Food and Nutrition Services	6/8/2009	
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	
PCR Services Corporation	RFQ No. 3-0910 On-Call Environmental Consulting Services for School Construction, Modernization and other Activities	9/15/2009	
Penny Vision LLC/Circle Venture LLC dba Pizza Hut, Inc.	Bid No. 0809-03 Pizza Service	11/3/2008	
Petro Diamond Incorporated	Bid No. 123-07 Multi-District Cooperative Fuel Bid (Gasoline and Diesel)	8/13/2007	
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.		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. 0708-09 Co-Curricular Bus Service	9/10/2007	
S.C. Fuels (Southern Counties Oil Company)	Bid No. 123-07 Multi-District Cooperative Fuel Bid (Gasoline and Diesel)	8/13/2007	
School Specialty, Inc.	San Francisco USD Multiple Award Contract IFB No. 25-06302011, Purchase of School and Office Furniture and Equipment	6/8/2009	
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	

VENDOR BID NO. / BID TITLE		BOARD APPROVAL DATE	
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	
Staples Advantage	Los Angeles County Office of Education Bid No. 08/09-1383, Purchase of Standard School Supplies	8/10/2009	
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	
Transportation Charter Services, Inc.	Bid No. 0708-09 Co-Curricular Bus Service	9/10/2007	
Troxell Communications, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009	
USA Shade & Fabric Structures, Inc.	Newport-Mesa USD Bid No. 142-05, Shade Structures Districtwide	4/13/2010	
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	
Virco, Inc.	Irvine USD Bid No. 08-09-01, Purchase of School and Office Furniture	3/10/2010	
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	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	RFP No. 1-0506 Total Integrated Printing Solution	10/17/2005	
Xerox Corporation	County of Los Angeles Photocopy Equipment Contract No. 41380	10/17/2005	

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

#### May 11, 2010

TO:	Anna Bryson, President and Members Board of Trustees, Capistrano Unified School District
FROM:	Ron Lebs, Deputy Superintendent, Business & Support Services

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

#### BACKGROUND INFORMATION

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

#### CURRENT CONSIDERATIONS

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

#### FINANCIAL IMPLICATIONS

Items other than cash gifts have no financial impact on the budget. Gifts of cash provide additional funds in the amount of \$157,967.42 for District schools and will be reflected in the appropriate accounts in the 2009/10 budget.

#### **STAFF RECOMMENDATION**

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

DONATED BY	AMOUNT	FOR	SCHOOL
Bathgate PTA	2,032.00	the Art Masters program	Bathgate
Kroger	275.74	miscellaneous supplies	Bathgate
Krishna & Kalshmi Gummuluri	200.00	miscellaneous supplies	Bathgate
Edison International	283.20	classroom supplies	Canyon Vista
Terri Garcia	0.00	classroom supplies	Castille Elementary
Edison International	150.00	classroom supplies	Castille Elementary
Super Ranch Market, Inc.	385.00	classroom supplies	Castille Elementary
Iverson & Olsen Orthodontics	45.00	classroom supplies	Del Obispo Elementary
Ralph's Grocery/Kroger	1,240.91	classroom supplies	Del Obispo Elementary
CUSD Foundation	1,128.50	science camp 08/09	Del Obispo Elementary
CUSD Foundation	732.00	science camp stipend	Del Obispo Elementary
CUSD Foundation	20,625.00	science camp 2010	Del Obispo Elementary

### Donation of Funds/Equipment May 11, 2010 Page 2

Robert & Cynthia Tusan	50.
Lifetouch National School Studios	1,368.
Laguna Niguel Elementary PTA	1,000.
Michael Fine	0.
Todd Bergman	0.
Pam Ortega	0.
Albertsons	307.
Las Palmas PTA	120.
Las Palmas PTA	3,346.
Lobo Booster Club	1,098.
Lobo Booster Club	20,925.
Malcom PTA	1,515.
Orange County Water Polo Club	150.
CR & R	1,170.
Marblehead PTA	14,702.
Moulton PTA	3,075.
Moulton PTA	2,949.
Moulton PTA	1,821.
CR & R	531.
Pacific Life Foundation	3,000.0
Oso Grande PTA	495.0
Reilly School Foundation	1,510.
Reilly School Foundation	90.0
Mrs. Araceli Mar	0.
Mr. and Mrs. Mark Stoner	0.0
MWS Financial, Inc.	100.
Viejo Elementary School PTA	133.
George White 3rd Grade Parents	1,291.:
George White PTA	1,800.0
Iverson & Olsen Orthodontics	25.0
El Camino Real Jr. Woman's Club	200.0
Kim Corrigan	0.0
Marco Forster PTSA	500.0
Lifetouch National School	996.0
Studios LRMS PTA	1,533.3
Mr. Juan Moreno	120.0
Jack Randall Photography	5,780.8
Saddleback Transmissions	315.0
Niguel Hills Boosters	0.0
Mrs. Gicela Loya	0.0

50.00 classroom supplies Kinoshita Elementary .00 classroom supplies Meet the Masters .00 an Olympus digital camera .00 an HP Laser Jet Printer .00 .00 Miracle keyboard 7.17 classroom supplies .00 field trips classroom supplies .00 science camp stipend .00 .00 outdoor science camp .00 field trips .00 instructional supplies .70 instructional supplies outdoor science camp .00 a 5th grade field trip .00 .30 Smart slates .00 the Art Masters program technology .30 miscellaneous supplies .00 a 2nd grade field trip .00 .00 4th grade field trip 2nd grade field trip .00 hand sanitizers .00 hand sanitizers .00 .00 intervention programs .05 classroom supplies 50 3rd grade bound books Roneo supplies 00 00 instructional supplies 00 teen program support .00 violin, case, and bow .00 SRLA transportation .00 instructional supplies .32 yearbook computer .00 intervention programs Apple computer lease .86 after school programs .00 .00 carrotwood trees .00 100 dozen ballpoint pens

Kinoshita Elementary Laguna Niguel Elementary Laguna Niguel Elementary Las Flores Elementary Las Flores Elementary Las Palmas Elementary Las Palmas Elementary Las Palmas Elementary Lobo Elementary Lobo Elementary Malcom Elementary Malcom Elementary Malcom Elementary Marblehead Elementary Moulton Moulton Moulton Moulton Oso Grande Elementary Oso Grande Elementary **Reilly Elementary School Reilly Elementary School** San Juan Elementary San Juan Elementary Tijeras Creek Elementary Viejo Elementary School George White Elementary George White Elementary Vista del Mar Elementary School Readiness **District Music Program** Marco Forster Middle School Ladera Ranch Middle School Ladera Ranch Middle School

Newhart Middle School Newhart Middle School Newhart Middle School Niguel Hills Middle School Niguel Hills Middle School Donation of Funds/Equipment May 11, 2010 Page 3

699.00	Ultra-Key site license	Niguel Hills Middle School
662.29	classroom projector	Niguel Hills Middle School
20,000.00	lab & computer lease	Vista del Mar Middle
129.48	classroom supplies	Aliso Niguel High School
1,500.00	library books	Capistrano Valley High School
1,000.00	miscellaneous supplies	Capistrano Valley High School
0.00	computers and gift cards	Capistrano Valley High School
30,681.03	computers for lab	Dana Hills High School
115.00	staff development	San Clemente High School
4,065.07	miscellaneous supplies	Tesoro High School
	662.29 20,000.00 129.48 1,500.00 1,000.00 0.00 30,681.03 115.00	<ul> <li>662.29 classroom projector</li> <li>20,000.00 lab &amp; computer lease</li> <li>129.48 classroom supplies</li> <li>1,500.00 library books</li> <li>1,000.00 miscellaneous supplies</li> <li>0.00 computers and gift cards</li> <li>30,681.03 computers for lab</li> <li>115.00 staff development</li> </ul>

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

## CAPISTRANO UNIFIED SCHOOL DISTRICT San Juan Capistrano, California

May 11, 2010

 TO: Anna Bryson, President and Members, Board of Trustees, Capistrano Unified School District
 FROM: Ron Lebs, Deputy Superintendent, Business and Support Services
 SUBJECT: APPROVAL: RESOLUTION NO. 0910-69, ACCEPTANCE OF FUNDS FOR CALIFORNIA TECHNOLOGY ASSISTANCE PROJECT GRANT

## **BACKGROUND INFORMATION**

The Orange County Department of Education recently invited districts to apply for a California Technology Assistance Project (CTAP) Grant to help fund curriculum-based classroom technology projects. Bergeson Elementary School was awarded \$7,000 to help fund a science project called "Out-of-This-World" Science and Technology. This grant will provide eight desktop computers and a digital recorder for students to use throughout the project.

### **CURRENT CONSIDERATIONS**

This agenda item requests approval of Resolution No. 0910-69, Exhibit A, for the acceptance of CTAP grant funds.

## FINANCIAL IMPLICATIONS

Adoption of Resolution No. 0910-69, Exhibit A, will increase the 2009-10 income/expenditure budget by \$7,000.

## **STAFF RECOMMENDATION**

It is respectfully recommended the Board approve adoption of Resolution No. 0910-69, Exhibit A, to accept CTAP funds for Bergeson Elementary School.

## **RESOLUTION NO. 0910-69**

## **RESOLUTION FOR INCREASE OF APPROPRIATION**

WHEREAS the Governing Board of Capistrano Unified School District has determined that income in the amount of \$7,000.00 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

District	Account		
<u>&amp; Fund No.</u>	<u>Code</u>	Income Source	<u>Amount</u>
068-01	8698	Restricted Local	\$7,000

WHEREAS the Governing Board of the Capistrano Unified School District can show just cause for the expenditure of such excess funds.

NOW, THEREFORE BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California such excess funds are to be appropriated according to the following schedule:

District	Account		
<u>&amp; Fund No.</u>	Code	Expenditure Source	<u>Amount</u>
068-01	4400	Non-Capitalized Equipment	\$7,000

Total

\$7,000

## APPROVED AND ADOPTED this 11<sup>th</sup> day of May, 2010

Ayes:	
Noes:	
Absent:	

Secretary, Board of Education

Approved: Superintendent of Schools County of Orange

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

May 11, 2010

 TO: Anna Bryson, President and Members Board of Trustees, Capistrano Unified School District
 FROM: Ron Lebs, Deputy Superintendent, Business and Support Services
 SUBJECT: APPROVAL: OBSOLETE AND UNUSABLE MISCELLANEOUS DISTRICT MATERIALS

## **BACKGROUND INFORMATION**

Capistrano Unified School District continually accumulates obsolete and unusable materials, such as furniture, school music, athletic and food service equipment, etc. All usable components are then auctioned as per established board policy

## **CURRENT CONSIDERATIONS**

This agenda item pertains to the approval to sell obsolete and unusable District materials, which are of no further use to the District. Upon Board approval of these surplus items, Exhibit A, the District will proceed to auction these items.

## FINANCIAL IMPLICATIONS

All proceeds generated by the sale of these surplus items, less auction fees, will be deposited in the District's General Fund.

## **STAFF RECOMMENDATION**

It is respectfully recommended that the Board of Trustees authorize the sell of obsolete and unusable District materials as shown in Exhibit A.

## List of Surplus Items for May 11, 2010 Board Meeting

## Kitchen Surplus Items:

- (2) Beverage Air Milk Coolers, Model #ST58N Non Working/Compressors
- (24) Cambro Stackable Dishwasher Racks and Pushcart Dolly Excellent Condition
- (3) Cambro Dollies New
- (1) Freezer Shelving Good Condition
- (1) Franklin Double Stack Oven Working, but not Heating to Temperature

May 11, 2010

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

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

## SUBJECT: APPROVAL: REQUEST OF ALLOWANCE OF ATTENDANCE DUE TO H1N1 VIRUS RELATED ABSENCES

## BACKGROUND INFORMATION

California Education Code Sections 46392 and 41422 allow school districts to apply to the State for attendance credit when a district experiences a material decrease in attendance because of emergency conditions as a result of fire, flood, impassable roads, earthquake, safety hazard and epidemics.

Between the months of September 2009 and March 2010, the district experienced decreased attendance due to the H1N1 virus epidemic. Absences were tracked separately in order to quantify the number of student days that were lost from absences due to the H1N1 flu.

## **CURRENT CONSIDERATIONS**

This agenda item pertains to Board approval of this request for waiver approval from the California Department of Education to approve absences related to the H1N1 virus, as allowed by Education Code section 46392. As described in Exhibit A, the actual loss of attendance across all school sites within the district during the dates of September 9, 2009 through March 19, 2010 was 14,590 days.

Exhibit A contains the required State documents for claiming the material decrease in attendance and lists by school day the number of related absences at all school sites throughout the district. The affidavit portion of the attachment will be filed with the County Superintendent of Schools and subsequently the State of Public Instructions.

## FINANCIAL IMPLICATIONS

The potential financial impact of the lost attendance for all sites is estimated to be \$612,086.

## Approval: Waiver Request for H1N1 Virus Related Absences

May 11, 2010 Page 2

## **STAFF RECOMMENDATION**

It is respectfully recommended that the Board of Trustees approve the required J-13A affidavit, referenced as Exhibit A, and authorize its filing with the County Superintendent of Schools and the Superintendent of Public Instruction for a material decrease in attendance at Capistrano Unified School District for the 2009-2010 school year for the following days: September 9, 2009 through March 19, 2010.

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

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

School District (or Charter School) Address:

33122 Valle Road, San Juan Capistrano, CA 92675

County-District Code: 30-66464

County Name: Orange

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

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

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

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

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

Office of Principal Apportionment and Special Education School Fiscal Services Division California Department of Education 1430 N Street, Suite 3800 Sacramento, CA 95814

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

California Department of Education

Form J-13A

## SCHOOL CLOSURE

Nature of Emergency (describe):

NONE

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

School Code(s):

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

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

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

## MATERIAL DECREASE

Nature of Emergency (describe): The Capistrano Unified school district has been adversely impacted this year due to students absent due to the H1N1 virus.

Name of School: <u>ALL SCHOOLS</u>. (if request covers all schools, write "all schools")

School Code(s): <u>ALL SCHOOLS</u>.

We request the substitution of estimated days of attendance for actual days of attendance in accordance with the provisions of Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of apportionments for the foregoing school(s) for (dates) <u>September 9, 2009 through March 19, 2010</u> during which school attendance was materially decreased because of the described emergency.

Estimated attendance for each day (October or May ADA): \_\_\_\_\_students per day. Estimated daily attendance multiplied by number of days of material decrease, yields \_\_\_\_\_days of attendance requested. See attached.

State method of determining estimated daily attendance (October or May ADA):

ADA for school month beginning on \_\_\_\_\_, 2\_\_\_\_ and ending on \_\_\_\_\_, 20\_\_\_\_.

Actual apportionable attendance for days of material decrease: See attached.

Site: All Sites Dates: September 9, 2009 through March 19, 2010

Actual Attendance SEE ATTACHED – Actual Loss of attendance, per day, all sites.

## AFFIDAVIT OF GOVERNING BOARD MEMBERS

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

Anna Bryson, President		
Ken Lopez-Maddox, Vice President		
Jack R. Brick, Clerk		
Ellen M. Addonizio, Member		
Earry 0. Ormotorioon, mormoor		
Sue Palazzo, Member		
Michael S. Winsten, Member		<b>_</b>
Printed Names	Signatures	
At least a majority of the members of the go	verning board shall execute thi	is affidavit.
Subscribed and sworn (or affirmed) before me,	thisday of	, 2
Signature, Title		_
ofCounty, California		
Contact/Individual responsible for preparing thi	s form <sup>.</sup>	
Name: Kristofer R. Pitman		Services
Phone: (949) 234-9317 Fax : (949) 493-		u.org
	ERINTENDENT OF SCHOOLS	
The information and statements contained in the best of my knowledge and belief.	e foregoing request are true and	correct to the
Of the Operation down of Cohoolo		
Signature, County Superintendent of Schools		
Date:		
Subscribed and sworn (or affirmed) before me,	this day of	_, 2
Signature, Title		
		_
ofCounty, California		
Contact/Individual responsible for preparing thi	s form:	
Name:Title:		
Phone: Fax :E-mai	!:	

## CAPISTRANO UNIFIED SCHOOL DISTRICT Calculation of Lost Attendance H1N1 Virus - 2009-2010 School Year

2009-10	Waiver Request (Appor	tionment) H1N1 Vir	us
and a state of the		an and all realized to the	
	Actual	Absences Due to H1N1	Virus
Date		Grades K - 12	
September 9, 2009		7	
September 10, 2009		13	
September 11, 2009		19	
September 14, 2009		56	
September 15, 2009		57	
September 16, 2009		57	
September 17, 2009		54	
September 18, 2009		56	
September 21, 2009		78	
September 22, 2009		79	
September 23, 2009		99	
September 24, 2009		119	
September 25, 2009		115	
September 28, 2009		126	
September 29, 2009		131	
September 30, 2009		121	
October 1, 2009		106	
October 2, 2009		104	
October 5, 2009		163	
October 6, 2009		176	
October 7, 2009		204	
October 8, 2009		214	
October 9, 2009		209	
October 12, 2009		213	
October 13, 2009 October 14, 2009		<u> </u>	
		255 246	
October 15, 2009		<u> </u>	
October 16, 2009 October 19, 2009		205 373	
and the second		373372	· · · · - · · · · · · · · · · · · · · ·
October 20, 2009 October 21, 2009		372 405	
October 21, 2009 October 22, 2009		405	
October 22, 2009 October 23, 2009		418 377	
October 23, 2009 October 26, 2009		337	
October 27, 2009	1	357	
October 27, 2009 October 28, 2009		220	
October 28, 2009 October 29, 2009		329 157	
November 2, 2009		342	,
November 3, 2009		324	
November 4, 2009		307	
November 5, 2009		295	
November 6, 2009		295	
November 9, 2009		232	
November 10, 2009		232	
November 10, 2009 November 12, 2009		196	
November 12, 2009 November 13, 2009		196	
		194	
November 16, 2009 November 17, 2009		198	
November 18, 2009 November 19, 2009		169	
November 19, 2009 November 20, 2009		153 152	
November 20, 2009		87	
December 1, 2009		87 89	
December 1, 2009 December 2, 2009		<u> </u>	
December 2, 2009 December 3, 2009		87	
		83	
December 4, 2009			
December 7, 2009		103	
December 8, 2009 December 9, 2009		100 81	
	TAX III TAXA	01	
December 10, 2009	EXHIBIT A	72	

145

## CAPISTRANO UNIFIED SCHOOL DISTRICT Calculation of Lost Attendance H1N1 Virus - 2009-2010 School Year

	est (Apportionment) H1N1 Virus
December 11, 2009	76
December 14, 2009	87
December 15, 2009	89
December 16, 2009	89
December 17, 2009	76
December 18, 2009	79
January 4, 2010	32
January 5, 2010	37
January 6, 2010	48
January 7, 2010	50
January 8, 2010	58
January 11, 2010	61
January 12, 2010	66
January 13, 2010	56
January 14, 2010	54
January 15, 2010	61
January 19, 2010	80
January 20, 2010	107
January 21, 2010	122
January 22, 2010	87
January 25, 2010	65
January 26, 2010	78
January 27, 2010	74
January 28, 2010	82
January 29, 2010	73
February 1, 2010	80
February 2, 2010	90
February 3, 2010	94
February 4, 2010	96
February 5, 2010	89
February 8, 2010	65
February 9, 2010	73
February 10, 2010	52
February 11, 2010	44
February 16, 2010	85
February 17, 2010	81
February 18, 2010	80
	66
February 19, 2010	50
February 22, 2010 February 23, 2010	62
	58
February 24, 2010	
February 25, 2010	62
February 26, 2010	52
March 1, 2010	41
March 2, 2010	45
March 3, 2010	48
March 4, 2010	42
March 5, 2010	53
March 8, 2010	64
March 9, 2010	60
March 10, 2010	63
March 11, 2010	61
March 12, 2010	55
March 15, 2010	54
March 16, 2010	51
March 17, 2010	40
March 18, 2010	45
March 19, 2010	50
Fotal All Sites:	14590
EXHI	BIT A
	of 6)

## May 11, 2010

 TO: Anna Bryson, President and Members Board of Trustees, Capistrano Unified School District
 FROM: Ron Lebs, Deputy Superintendent, Business and Support Services
 SUBJECT: APPROVAL: AWARD OF BID NO. 0809-13 – DANA HILLS HIGH SCHOOL GYMNASIUM MODERNIZATION – GYMNASIUM FLOOR AND BLEACHER REPLACEMENT – PAUL C. MILLER CONSTRUCTION CO., INC.

## **BACKGROUND INFORMATION**

On April 13, 2009, the Board of Trustees authorized District staff to request bids for the Dana Hills High School Gymnasium Modernization – Gymnasium Floor and Bleacher Replacement project. This project consists of new bleachers, wood gym floor, locker room, and ADA upgrades. The bid was properly advertised and plans were distributed to nine contractors. The bids were received and opened on April 20, 2010. Three contractors bid on this project (see Bid Results, Exhibit A). At \$619,000, Paul C. Miller Construction, Co., Inc. was the low bidder on this project. In addition, Miller Constriction has satisfied the bid requirements.

The following items are attached for reference:

- 1. Bid Results (Exhibit A)
- 2. Architect's Estimated Project Budget (Exhibit B)
- 3. Summary of Project Scope (Exhibit C)
- 4. DSA Approval Letter (Exhibit D)
- 5. Project Timeline (Exhibit E)

As part of the submitted bid package, the contractor has provided, and the District has verified, the following:

- 1. Bid Form
- 2. Designated Subcontractors List
- 3. Non-Collusion Affidavit
- 4. Site Visit Certification
- 5. Bid Bond

Prior to issuing the Notice to Proceed, the contractor will be required to file the following documents with the District:

## **AGENDA ITEM 15**

Approval: Award of Bid No. 0809-13 – Dana Hills High School Gymnasium Modernization – Gymnasium Floor and Bleacher Replacement – Paul C. Miller Construction Co., Inc. May 11, 2010 Page 2

- 1. Agreement
- 2. Payment Bond
- 3. Performance Bond
- 4. Required Certificates of Insurance
- 5. Required Certifications

## **CURRENT CONSIDERATIONS**

This agenda item seeks the award of Bid No. 0809-13 - Dana Hills High School Gymnasium Modernization – Gymnasium Floor and Bleacher Replacement to Paul C. Miller Construction, Co., Inc.

The contract documents are on file and available in the Purchasing Department. Please contact Terry Fluent.

## FINANCIAL IMPLICATIONS

Fiscal Impact:\$619,000Funding Source:Deferred Maintenance Fund

## **STAFF RECOMMENDATION**

It is respectfully recommended that the Board of Trustees award Bid No. 0809-13 – Dana Hills High School Gymnasium Modernization – Gymnasium Floor and Bleacher Replacement to Paul C. Miller Construction Co., Inc.



# **BID SUMMARY**



## Dana Hills High School Gym Modernization Bid Number: 0809-13

Bid Opening: Tuesday, April 20, 2010 at 2:00pm CUSD- Education Center, Board Room 33122 Valle Road San Juan Capistrano, CA 92675

BIDDER	
Horizons Construction	\$620,400.00
Norse Corporation	\$750,000.00
Paul C. Miller Construction	\$619,000.00
Robert Loftus Construction	
T&M Painting & Construction	



647 Camino de los Mares, No. 201 San Ciernenie, CA 92673 .496.6191 249.496.0269 PAS pihmsw.com

## Capistrano Unified School District Dana Hills High School Gymnasium **Estimated Project Budget** April, 2010 UPDATE

## **Estimated Construction Costs** \$22,000 **Demolition of Existing Floor** \$7,000 **Removal of Existing Bleachers** \$121,968 New Gymnasium Floor, Base, Graphics \$175,000 New Gymnasium Telescopic Bleachers \$20,000 Paint Existing Ceiling \$35,250 **Miscellaneous ADA Improvements** \$381,218 TOTAL (Original Scope) Additional DSA Acessibility Items \$66,121 Wheelchair Lifts to Locker Rooms \$7,500 Locker Room Accessibility Upgrades \$67,000 Locker Room Restroom Upgrades \$12,364 Rebuild Ramp from Mall to Gym \$4,200 Door Hardware Upgrades \$157,185 Total (Additional Scope) Parking Lot Additions \$5.500 Demolition AC Paving (Cncrete Wheel Stop Included) \$7,252 \$1.300 **Truncated Domes** \$2,236 Striping & Signage \$5,000 Concrete \$1,500 Hand Rails Additional DSA Requirements \$15,289 Additional Restroom Modifications \$10,741 Locker Room Modifications (Lockers, Benches, etc.) \$48,818 Total (Additional Scope Not in Original Estimate) **Estimated Construction Subtotal** \$587,221 General Contractor O&P, GC, etc. \$70,467 estimate at 12% \$41,105 **Construction Contingency (7%)** \$698,793 **Construction Bid Estimate Estimated Soft Costs** \$35.000 Fixed Architectural/Design Fees \$28.000 Additional Services - DSA Access Scope Fixed \$4.800 State schedule DSA Plan check fees \$10.000 Misc costs - printing, etc. estimate \$25,000 estimate Inspection \$7,500 estimate Testing \$110,300 **Estimated Total Soft Costs** \$809,093 TOTAL EXPENDITURES

planning for education



647 Camino de los Mares, No. 201 San Clemente, CA 92673 949 496.6191 949 496.0269 EAX pitro.com

## CAPISTRANO UNIFIED SCHOOL DISTRICT DANA HILLS HIGH SCHOOL GYMNASIUM MODERNIZATION & PARKING PROJECT

## PROJECT SCOPE SUMMARY

The primary scope of the project is to replace the existing wood floor and existing wood bleachers at the Gymnasium. The floor will be replaced with a similar wood sports floor product, and will receive new game lines, graphics, etc. The bleachers will be replaced with a different type of bleacher – instead of wood, the seating components will be made of a heavy-duty polyethylene plastic. The new bleachers will be very similar to those recently installed at San Juan Hills High School. The existing ceiling in the Gym will be re-painted as well.

In order to meet the requirements and approval criteria for the Division of the State Architect, and accessibility requirements of the California Building Code, the project scope also involves many improvements that will provide improved disabled-persons accessibility at the school. Student restrooms in the Mall will be upgraded, as will staff restrooms in the 2-story Science Building. Door hardware between the main entry and the Gymnasium will be replaced (if currently non-accessible), and the ramp between the Mall and Gym will be re-built. Accessible paths of travel will be created between the floor level of the Gym, and the floor levels of the Boys' and Girls' Locker Rooms (approx. 5 feet higher than the Gym). To provide these paths of travel, new wheelchair lifts will be added in two corners of the Gym, with new structure and platforms to allow these accessible connections. New doors will be cut in the walls between the Gym and the locker rooms, and each locker room will receive multiple accessibility improvements. New and accessible lockers will be provided, restrooms will be upgraded, and an accessible shower will be added to each locker room. There will also be miscellaneous accessibility improvements, such as new room and directional signage, and handrail replacements at the stairs in the Gym, and outside of the Gym.

Also included in the construction bid is work that was designed and approved under a separate project in 2009. When the new shade structure (near the Gym and Boys' Locker Room) was approved, upgrades to existing accessible parking were required. That parking construction, however, was deferred until it could be bid and built in conjunction with the Gymnasium project.

planning for education

EXHIBIT C



MR. James Fleming, Superintendent CAPISTRANO UNIFIED SCHOOL DISTRICT 32972 CALLE PERFECTO SAN JUAN CAPISTRANO 92675

 Project:
 DANA HILLS HIGH SCHOOL

 Total Scope of Project:
 Alterations to 1-Gymnasium Building (A04-106580); Bleachers (indoor) (PC 03-112245)

Increment #:	0
Application #:	04-110482
File #:	30-9

Drawings and specifications for the subject project have been examined and stamped by the Division of the State Architect (DSA) for identification on <u>3/16/2010</u>. This letter constitutes the "written approval of the plans as to safety of design and construction" required before letting any contract for construction, and applies only to the work shown on these drawings and specifications. The date of this letter is the DSA approval date.

Approval is limited to the particular location shown on the drawings and is conditioned on construction starting within one year from the stamped date. The inspector must be approved and the contract information, including the construction start date, must be given to DSA prior to start of construction.

DSA does not review drawings and specifications for compliance with Parts 3 (California Electrical Code), 4 (California Mechanical Code), and 5 (California Plumbing Code) of Title 24. It is the responsibility of the professional consultants named on the application to verify this compliance.

Please refer only to the boxes checked below which indicate applicable conditions specific to this project:

Buildings constructed in accordance with approved drawings and specifications will meet minimum required standard given in Title 24, California Code of Regulations, for structural, and fire and life safety.

Due to the nature of the building(s), certain precautions considered necessary to assure long service have not been required. In the condition as built, the building(s) will meet minimum required standards for structural, and fire and life safety. The owner must observe and correct deterioration in the building in order to maintain it in a safe condition.

Your attention is drawn to the fact that this application was submitted under the provisions of Sections 39140/81130 of the Education Code which permit repairs or replacement of a fire damaged building to be made in accordance with the drawings and specifications previously approved by this office. The drawings and specifications approved for the reconstruction of this building conform to the drawings and specifications approved under application # \_\_\_\_\_\_.

These drawings and specifications meet the rules, regulations, and building standards in effect at the time of the original approval and do not necessarily comply with rules, regulations, or building standards currently in effect.

Due to the nature of the poles, certain precautions considered necessary to assure long service have not been insisted upon. In their condition as built, they will meet minimum required safety standards; however, your attention is directed to the comparatively short life of wood poles. It will be the responsibility of the owner to maintain them in a safe condition.

DSA San Diego Regional Office \* 10920 Vi

EXHIBIT D (1 of 2) 
 Application #:
 04-110482

 File #:
 30-9

Bleachers or grandstands constructed in accordance with approved drawings and specifications will meet minimum required standards for structural, and fire and life safety. The owner should provide for and require periodic safety inspections throughout the period of use to ensure framing and other parts have not been damaged or removed. On bleachers or grandstands having bolts, locking or safety devices, the owner shall require that all such components be properly tightened or locked prior to each use.

This approval is for the part shown only since the drawings and specifications for the proposed work include only the portion of the building to be partially constructed on the subject site. It is understood that a separate application will be subsequently filed, together with drawings and specifications showing a plot plan and details of work necessary for completion. A contract for completion shall not be let before the written approval of such drawings has been obtained from the Department of General Services.

The building(s) was designed to support a snow load of \_\_\_\_\_ pounds per square foot of roof area. Snow removal must be considered if the amount of snow exceeds that for which the building(s) was designed.

This constitutes the written approval certifying that the drawings and specifications are in compliance with State regulations for the accommodation of the disabled which are required before letting any contract for construction. (See Section 4454, Government Code.)

Your application for the construction of a relocatable building submitted under the provisions of Section 17293 of the Education Code is hereby approved. This approval certifies that the drawings and specifications are in compliance with state regulations for accommodation of the disabled, structural safety, and fire and life safety. This approval applies only to the drawings and specifications for the foundation system, anchorage of the overhead nonstructural elements, and site work related to this project. Documentation has been received indicating that the building was constructed after December 19,1979, and bears a commercial coach insignia of approval from the Department of Housing and Community Development (HCD). Confirmation that the construction of the HCD building conforms to the appropriate state regulations is done by others. (See Section 17307, Education Code and Section 4454, Government Code.)

Deferred Approval(s) Items:

This Project has been classified as **CLASS 3**. An Inspector who is certified by DSA to inspect this class of project must be approved by DSA prior to start of construction.

Please refer to the above application number in all correspondence, reports, etc., in connection with this project.

Sincerely,

for David F. Thorman, AIA State Architect

M cc: Architect vincent.nutile@dgs.ca.gov

Dana Hills High School Gymnasium					2009	6									2010				
Modernization	Mar	Apr	May	nn	InC	Aug	Sept	Oct	Νον	Dec	Jan	Feb	Mar	Apr	May	nn	Int	Aug	Sept
Project Schedule																			
Inital Project Walk	≥ 	arch 1	March 11, 2009																
Design and Plan Development																			
DSA Submittal				-*	-	July 1, 2009	60								-				
DSA Review																			
Plan Revisions / DSA Comments										23									
Initial DSA Backcheck					-					•	Decem	December 15,	2009						
<b>DSA Additional Scope Discussions</b>																			
Revise Plans per DSA																			
Re-submit Plans to DSA												•							
DSA Re-review														<u>-</u>					
DSA Backcheck & Approval													<b>4</b>	larch 1	March 16, 2010	0			
Project Out To Bid																			
Open Bids														•	April 20, 2010	0, 201	0		
Award Construction Contract															~~	lay 11	May 11, 2010		
Begin Construction																•	unr	June 28, 2010	010
Project Construction Period																535			
Construction Completion															- %	ptemb	September 3, 2010	010	
Beginning of 2010-2010 Academic															– o –	eptem	September 7, 2010	2010	

# Dana Hills High School Gymnasium Modernization Capistrano Unified School District

## May 11, 2010

TO:	Anna Bryson, President and Members
	Board of Trustees, Capistrano Unified School District
FROM:	Ronald N. Lebs, Deputy Superintendent, Business and Support Services
SUBJECT:	APPROVAL: AUTHORIZATION TO UTILIZE BID NO. 7066 – INDUSTRIAL SUPPLIES & EQUIPMENT, LIGHTING PRODUCTS, JANITORIAL SUPPLIES AND EQUIPMENT, WESTERN STATES CONTRACTING ALLIANCE (WSCA) – GRAINGER INDUSTRIAL SUPPLY

## **BACKGROUND INFORMATION**

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

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

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

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

## Authorization to Utilize Bid No. 7066 – Industrial Supplies & Equipment, Lighting Products, Janitorial Supplies and Equipment, Western States Contracting Alliance (WSCA) – Grainger Industrial Supply

May 11, 2010 Page 2

## **CURRENT CONSIDERATIONS**

This agenda item pertains to the authorization to utilize Bid No. 7066 – Industrial Supplies & Equipment, Lighting Products, Janitorial Supplies and Equipment, Western States Contracting Alliance (WSCA) – Grainger Industrial Supply. This bid allows the District another option as funds become available and the need arises to purchase industrial supplies and equipment, lighting products, and janitorial supplies and equipment with the potential to save staff time, district expenses and to streamline the process of purchasing and installation. Utilizing this bid will enable the District to procure the above items at competitive contract pricing.

Due to the size of the WSCA contract and award, the bid 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 contract documents are also on file in the Purchasing Department. Please contact Terry Fluent at (949) 234-9436.

## FINANCIAL IMPLICATIONS

Funding will come from the routine maintenance accounts.

## STAFF RECOMMENDATION

It is respectfully recommended that the Board of Trustees authorize the use of Bid No. 7066 – Industrial Supplies & Equipment, Lighting Products, Janitorial Supplies and Equipment, Western States Contracting Alliance (WSCA) – Grainger Industrial Supply, under the same terms and conditions of the public agency's contract.

## May 11, 2010

 TO: Anna Bryson, President and Members Board of Trustees, Capistrano Unified School District
 FROM: Ronald N. Lebs, Deputy Superintendent, Business and Support Services
 SUBJECT: APPROVAL: AUTHORIZATION TO UTILIZE CONTRACT NO. 3-03-70-0291K – CISCO PRODUCTS, STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) – AMS.NET, INC.

## **BACKGROUND INFORMATION**

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

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

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

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

## Authorization to Utilize Contract No. 3-03-70-0291K – Cisco Products, State of California Multiple Award Schedule (CMAS) – AMS.NET, Inc. May 11, 2010

## Page 2

## CURRENT CONSIDERATIONS

This agenda item pertains to the authorization to utilize Contract No. 3-03-70-0291K – Cisco Products, State of California Multiple Award Schedule (CMAS) - AMS.NET, Inc. This bid allows the District another option as funds become available and the need arises to purchase networking equipment with the potential to save staff time, district expenses and to streamline the process of purchasing and installation. Utilizing this bid will enable the District to procure networking equipment at competitive contract pricing.

Due to the size of the CMAS contract and award, the bid 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 product list and pricing are on file in the Purchasing Department. Please contact Terry Fluent at (949) 234-9436.

## FINANCIAL IMPLICATIONS

There are no financial implications connected with this agenda item.

## STAFF RECOMMENDATION

It is respectfully recommended that the Board of Trustees authorize the use of Contract No. 3-03-70-0291K – Cisco Products, State of California Multiple Award Schedule (CMAS) - AMS.NET, Inc., under the same terms and conditions of the public agency's contract.

## May 11, 2010

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

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

## SUBJECT: AMENDMENT IN USE AGREEMENT ALLOWING TEMPORARY REDUCTION IN LEASE PAYMENTS FOR NIGUEL CHILDREN'S CENTER AT FOXBOROUGH CAMPUS

## **BACKGROUND INFORMATION**

On January 8, 2007, the Foxborough Elementary School site in the City of Aliso Viejo was repurposed by the Board of Trustees with students reassigned to Wood Canyon Elementary School. On May 12, 2008, the Trustees approved a license agreement with the Niguel Children's Center (NCC) for use of a portion of the vacant facilities on the Foxborough campus including classrooms, a restroom, a play field, and parking spaces. Terms of the license agreement with the NCC included a rental rate of \$1.25 per square-foot x 4,800 square feet of floor area for a payment of \$6,000 per month or \$72,000 per year. The lease agreement was subsequently renewed on April 13, 2009 for another two-year period.

In March 2010, staff with NCC contacted the District to request a temporary reduction in the rent for the months of June, July and August of 2010 from \$6,000 to \$3,000 per month. The NCC has experienced some financial hardships largely due to expenditures for campus improvements coupled with reduced enrollments in the summer program. This issue was then presented to the Trustees on April 13, 2010, and the Board authorized staff to prepare an amendment to the current agreement stipulating the three month reduction.

## **CURRENT CONSIDERATIONS**

This agenda item pertains to Board of Trustee approval of an amendment in the use of facilities agreement allowing the temporary reduction in monthly lease payments for the NCC from \$6,000 to \$3,000 for June, July, and August of 2010. Exhibit "A," attached, is a copy of the NCC request. Exhibit "B," attached, is a copy of the current agreement. Exhibit "C," attached, is a copy of the amendment in the use of facilities agreement, as prepared by legal counsel.

## FINANCIAL IMPLICATIONS

This agenda item will have an impact on the District's General Fund by a reduction of funds equal to \$9,000 (three months of reduction from \$6,000 to \$3,000).

## **STAFF RECOMMENDATION**

It is respectfully requested that the Board of Trustees approve the amendment to the use of facilities agreement for the Niguel Children's Center, Exhibit C, for a temporary reduction in lease payments from \$6,000 to \$3,000 for the months of June, July and August 2010.

## Niguel Children's Center 27102 Foxborough, Aliso Viejo, CA 92656 (949) 495-2512

March 10, 2010

Cary Brockman Director, Facilities Planning Capistrano Unified School District

Re: Temporary Lease Reduction

Dear Mr. Brockman,

I am writing to you to request a 50% reduction of our lease agreement for the months of June, July and August, 2010, reducing our monthly rent to \$3000. Our lease agreement of \$6000 per month would resume in September 2010.

The last year and a half have been financially challenging beginning with our move in June of 2008. We literally spent everything we had (and more) to move, upgrade, repair and re-start our preschool & childcare center. We spent \$40,000 to bring the facility up to state-licensing standards but were not re-licensed until September 1<sup>st.</sup> We were not able to have our usual Summer Camp Program which resulted in no income for July and August of 2008. In addition, due to the poor economy, enrollment has been less than anticipated and our 2009 summer camp program suffered yet again. We went from a five-day summer program to a three-day summer program and from an average \$25,000 summer income in past years to an \$8,500 summer income in 2009. We desperately need to recover from the two, summer losses to survive and keep our school running.

The location and beautiful grounds of the Foxborough School site meet the needs of our preschool & childcare center and we want to stay. We have also found the C.U.S.D. personnel to be kind and courteous and we wish to express our appreciation for all of their help.

We hope to have a long business relationship.

Sincerely,

a' anda Rosas, Director Niguel Children's Center

## CAPISTRANO UNIFIED SCHOOL DISTRICT NIGUEL CHILDREN'S CENTER AGREEMENT 2009-2011 FOR USE OF FACILITIES AT FOXBOROUGH ELEMENTARY SCHOOL CAMPUS

This Agreement is made and entered into this 2 day of 4 day . 2009, by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter referred to as "CUSD"), and the NIGUEL CHILDREN'S CENTER, a non-profit public benefit corporation (hereinafter referred to as "NCC"). This license agreement (the "Agreement") is for the period June 1, 2009 to June 30, 2011.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, INTENDING TO BE LEGALLY BOUND HEREBY, CUSD and Niguel Children's Center (collectively, the "Parties") agree as follows:

1. <u>Grant of License to NCC to Use Facilities</u>: CUSD hereby grants to NCC the right to enter onto and use 4 portable classrooms including classrooms Y-1, D, C and D and the Media Center at the Foxborough Elementary School campus (the "Facilities") for use exclusively as a Preschool/Childcare daycare program, and for no other use without the prior written consent of CUSD, which consent may be withheld in CUSD's sole and absolute discretion.. NCC shall be solely responsible for determining the suitability of the Facilities for its intended use and NCC shall fully meet all governmental laws, regulations and rules concerning NCC's use of the Facilities. In addition, CUSD shall make available one restroom facility identified as CUSD #270 on CUSD's Master Facility Plan, shared use of the north portion of the grass field play area (coordinated with schedule for the Journey School – the other current tenant at the Foxborough campus) and 25 parking spaces. NCC shall not utilize other CUSD parking spaces without permission of CUSD.

2. <u>Utilities and Services</u>: NCC shall pay for utilities at the site, including electrical utility service, waste disposal, water and sewer, security. In regard to telephone service, CUSD has installed telephone lines in each of the classrooms to be used by NCC. NCC shall provide its own telephones and pay for its own telephone services.

3. <u>Alterations, Improvements</u>: NCC, at its own expense, shall have the right, upon obtaining the written consent of CUSD, which consent may be withheld in CUSD's sole and absolute discretion, prior to beginning work, to construct alterations and improvements on the building. If requested in writing by CUSD at least thirty (30) days prior to the termination of this Agreement, NCC agrees to remove any alterations, additions or improvements upon the termination of this Agreement and restore the premises to their prior condition at NCC's sole cost and expense.

4. <u>Maintenance of Building</u>: NCC at its sole cost shall maintain the interior and exterior of the Facilities in good repair, including painting of walls and ramps, replacement of broken glass in windows, and prompt removal of graffiti. NCC may use CUSD maintenance services by mutual consent, to perform the work at cost. CUSD will have responsibility for structural repairs, such as roofing.

5. <u>Maintenance Notification</u>: CUSD shall provide notice to NCC in advance of routine maintenance procedures involving pesticides, herbicides, or other chemicals to Foxborough Elementary School campus buildings or playgrounds that are in close proximity to NCC. The NCC calendar will be provided to CUSD Department of Maintenance and Operations for planning purposes. The M & O department will consider the NCC calendar in scheduling above procedures.

6. <u>As-is Condition of Facilities</u>: NCC acknowledges that the Facilities and related facilities are in an "as is" "where is" condition, and neither CUSD nor any agent of CUSD has made any representation or warranty with respect to the Facilities, related facilities or the condition thereof, or any improvement located on the Foxborough Elementary School campus. Entering onto the Foxborough Elementary School campus by NCC shall be at NCC's sole risk and NCC acknowledges that it has assumed the risk of entry upon the Foxborough Elementary School campus for NCC's person, invitees, users, guests, clients, contractors and property, and shall conclusively establish that the Facilities and related facilities at Foxborough are in satisfactory condition for NCC activities.

7. <u>Furniture and Equipment</u>: NCC shall be permitted to continue to utilize current furniture at the Facilities in "As-Is" and "Where-Is" condition and neither CUSD nor any agent of CUSD has made any representation or warranty with respect to such furniture. NCC shall provide any additional furniture and equipment required for operation of its program. All furniture used by NCC will meet state legal requirements.

8. <u>Student Safety</u>: NCC students, staff and visitors will comply with all applicable laws, regulations and procedures concerning or related to NCC's use of the Facilities, including, but not limited to, CUSD and Foxborough Elementary School emergency procedures, safety and supervision policies and procedures while on school grounds.

9. <u>Operating Schedule</u>: The education program to be operated on CUSD property by NCC will operate on a schedule that will minimize traffic congestion at the beginning and end of the school day. NCC agrees to use reasonable efforts to offset start and end times by at least 20 minutes from the Aliso Niguel High School bell schedule for each school year that this Agreement is in effect.

10. <u>Independent Contractor</u>: NCC shall be an independent contractor under this agreement, and at no time shall NCC represent itself to be an agent of CUSD.

11. <u>Right of Entry by CUSD</u>: CUSD shall have the right, at reasonable times, to enter the Facilities for the purpose of inspecting them. Reasonable courtesy notice to the Administrator of NCC shall be provided except in case of emergency. The right and authority hereby reserved in this paragraph does not impose any responsibility or liability for any acts, omissions or negligence of NCC, NCC staff, guests, clients, and contractors on said Facilities.

12. <u>Fees charged to NCC by CUSD</u>: NCC shall pay CUSD fees ("Fees") for the use of the Facilities calculated at \$1.25 per square foot of facility space based on the assumption that 4,800 square feet of space is used by NCC for a total of \$72,000 for one year or \$6,000 per month for twelve months for the Facilities described in Section 1 above. Fees shall include contract services and security services not covered under Section 3 of this Agreement. Payment shall be made to CUSD, without demand, in advance on or before the first day of each and every successive calendar month during the Term (defined below) of this Agreement, beginning June 1, 2009 and continuing throughout the Term.

13. <u>Term of Agreement</u>: The term ("Term") of this Agreement shall be from June 1, 2009, through June 30, 2011. At the completion of the Term, NCC shall vacate the Facilities and surrender the Facilities in the same good order and condition as the same was in at the time of commencement of the Term hereunder, except for acts of God and reasonable wear and tear, and agrees that any permanent improvements made to the Facilities at the time of such termination or expiration of this Agreement shall remain thereon. During the agreement term, either the District or

	EXHIBIT B
<b>DOCSOC/1335841v3/022508-0031</b> 164	(2 of 5)

the NCC may request an early termination with a "60-day prior written notice of termination" to the other party.

14. <u>Compliance with the Law</u>: NCC shall comply with the requirements of all applicable municipal, state, and federal statutes, ordinances, rules, orders, regulations and laws in effect or which may hereafter be in effect during the term of the Agreement pertaining to the operation of an education program and the use and occupancy of the Facilities. NCC shall not commit or suffer to be committed on said premises any nuisance or other act which may disturb the quiet enjoyment of adjoining property owners or occupants.

15. Indemnity: CUSD shall assume no liability for any use of the Facilities and related CUSD's facilities or the Foxborough Elementary School campus by NCC. NCC waives and releases all claims against CUSD for death, injuries, or damage to property sustained by NCC, its agents and employees, in, upon, or about said premises, and NCC agrees to defend and hold CUSD and its officers, agents and employees harmless from any claim or action or liability for injury, wrongful death, or property damage sustained by any person arising out of the use of the premises by NCC, or arising out of any act or omission by NCC, its employees, agents, and contractors, including failure of NCC to keep the premises in good condition and repaired as provided in the Agreement. The obligations of NCC under this paragraph 15 shall survive the termination or expiration of this Agreement with respect to any claims or liability arising prior to such termination or expiration.

16. <u>Comparative Indemnity</u>: Notwithstanding any other provision of the Agreement, NCC's obligations to indemnify and hold harmless CUSD as set forth in paragraph 15 above shall not extend to any claim, loss, damage, liability, cost or expense arising out of the gross negligence or willful misconduct of CUSD or any of its officers, agents or employees.

17. <u>Liability Insurance</u>: NCC shall provide and shall maintain in force, during the Term of this Agreement, comprehensive personal injury and property damage liability insurance, with minimum personal injury liability limits of \$1,000,000 per person and \$2,000,000 per occurrence. The policy or policies of liability insurance shall name CUSD (CAPISTRANO UNIFIED SCHOOL DISTRICT), its officers, agents, and employees as additional insureds under the terms of such policy or policies. Further, such policy shall not be cancelled without thirty (30) days prior written notice to CUSD. (Insurance certificates attached).

18. <u>Workers Compensation and other Employee Insurance</u>: NCC shall provide workers' compensation insurance, unemployment insurance, and disability insurance for all its employees, as required by law.

19. <u>Certificates of Insurance</u>: Current certificates for all types of insurance and an additional insured endorsement for the liability coverage shall be on file with CUSD on each June 1 during the Term hereof indicating the name of the carrier, the policy number and the expiration date. Such Certificates of Insurance shall not be cancelled without thirty (30) days prior written notice to CUSD.

20. <u>Assignment or Transfer</u>: Neither this Agreement nor any interest therein, whether legal or equitable, shall be assigned, subleased, transferred, alienated, pledged, or hypothesized, voluntarily or by operation of law by NCC without the prior written consent of CUSD, which consent may be withheld in its sole and absolute discretion. Any such assignment, sublease, transfer, alienation, pledge, or hypothecation shall be void and shall, at CUSD's option, terminate this Agreement.

21. <u>Exemption of CUSD From Liability</u>: .CUSD shall not be liable for any damage or injury to the person, business (including loss of business profits or loss of income derived from NCC's business or for damage to the improvements, trade fixtures, contents, or other property of NCC), NCC's employees, invitees, customers or any other person in or about the Facilities, whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or rain; (b) breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; or (c) conditions arising in or about the Facilities or elsewhere, except to the extent caused by CUSD's gross negligence or willful misconduct. CUSD shall have no liability for consequential or special damages.

22. Hazardous Substance: The term "Hazardous Substance" as used in this Agreement shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials is either: (i) potentially injurious to the public health, safety or welfare, the environment, or the Facilities; (ii) regulated or monitored by any government authority, or (iii) a basis for potential liability of CUSD to any governmental agency or third party under any applicable statute or common law theory. If NCC knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Facilities, NCC shall immediately give written notice of such fact to CUSD, and provide CUSD with a copy of any report, notice, claim, or other documentation which it has concerning the presence of such Hazardous Substances. NCC shall not cause or permit any Hazardous Substances to be spilled or released in, on, under, or about the Facilities and shall promptly, at NCC's expense, comply with all requirements, laws, ordinances, regulations, or orders having to do with the public safety, welfare, the environment, or any other matters, as such may be promulgated by any federal, state, or local governmental body or agency and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security, and/or monitoring of the Facilities or neighboring properties, that was caused or materially contributed to by NCC, or pertaining to or involving any Hazardous Substance brought onto the Facilities during the Term by any agent of NCC. NCC shall indemnify, defend and hold CUSD, its agents, employees, and lenders, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Facilities by or for NCC, or any agent of NCC. NCC's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property, or the environment created or caused by NCC, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of

23. <u>Amendments</u>: This Agreement may only be amended by the mutual written consent of the parties hereto. No oral understanding or agreement not incorporated in this contract shall be binding on either party.

24. <u>Applicable Law</u>: This Agreement shall be governed by the laws of the State of California.

25. <u>Complete and Exclusive Statement</u>: This Agreement is the complete and exclusive statement of the mutual understanding of the parties. This Agreement supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

26. <u>Severability</u>: If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the

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validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

27. <u>Applicable Law</u>: This Agreement shall be governed by the laws of the State of California.

28. <u>Contact Person</u>: Each party to this Agreement shall name one individual to be the representative contact person for matters related to this Agreement. At the date of this agreement, the addresses of the parties are as follows:

Wanda Rosas, Director	Capistrano Unified School District
Niguel Children's Center	Ron Lebs, Deputy Superintendent
27102 Foxborough	Business and Support Services, CUSD
Aliso Viejo, CA 92656	33122 Valle Road
Aliso viejo, CA 92050	33122 Valle Road San Juan Capistrano, CA 92675

29. <u>Exhibits</u>: All Exhibits attached hereto or referenced herein are incorporated into the Agreement by reference.

30. <u>Headings</u>: The headings of the paragraphs or sections of this Agreement are for convenience of reference only and are not to be used to interpret or construe any provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto agree to the terms above and have executed this Amendment on the day and year set forth below:

NIGUEL CHILD CENTER

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Date 2009

CAPISTRANO UNIFIED SCHOOL DISTRICT By:

Superintendent or Superintendent's Designee

21, 2009 Date:\_\_\_\_ April

## AMENDMENT TO NIGUEL CHILDREN'S CENTER AGREEMENT 2009-2011 FOR USE OF FACILITIES AT FOXBOROUGH ELEMENTARY SCHOOL CAMPUS

The Agreement dated the 13th day of April 2009, in the County of Orange, State of California, by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter referred to as "CUSD") and the Niguel Children's Center (hereinafter referred to as "NCC") is hereby amended as follows:

Section 12 is amended to add the following provisions at the end of the paragraph: 1.

> Fees charged to NCC by CUSD for the use of the Facilities shall be reduced fifty percent (50%) to \$3,000 per month only for the months of June, July and August 2010. Fees shall be returned to the agreed upon amount of \$6,000 per month, effective September 1, 2010.

Except as expressly herein amended, said Agreement of April 13, 2009, shall in all 2. respects be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto set their hands.

CAPISTRANO UNIFIED SCHOOL DISTRICT:

NIGUEL CHILDREN'S CENTER:

By: \_ Ron Lebs, Deputy Superintendent By: \_\_\_\_\_\_ Wanda Rosas, Director

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

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

## May 11, 2010

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

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

## SUBJECT: LICENSE TO USE AGREEMENT – CONSTRUCTION ACCESS FOR COX COMMUNICATIONS AT CAPISTRANO VALLEY HIGH SCHOOL

## BACKGROUND INFORMATION

Under a City of Mission Viejo encroachment permit (Permit #10-009), Cox Communications will be placing new fiber-optic lines and equipment within the City right-of-way, in front of Capistrano Valley High School. Additionally, Cox Communications is seeking approval from the District to relocate one fiber-optic vault from school property to City property, add three new fiber-optic vaults adjacent to existing vaults on the campus, and to upgrade an older, substandard vault. The three proposed additional vaults are located within existing landscaped areas, and the substandard vault to be replaced lies within the roadway leading the back of the campus. The construction request does not include any on-site trenching. When completed, the new fiber-optic equipment will provide upgraded communication capabilities for the immediate community. It is anticipated that the entire process will take no more than a few days to complete, with the work to be coordinated with the school schedule for the least amount of impact to staff and students.

## **CURRENT CONSIDERATIONS**

This agenda item requests Board of Trustee approval of a "License to Use Agreement" allowing temporary access to a specific area on the campus of Capistrano Valley High School for construction of new and replacement vaults for communication cable. Exhibit A (attached) is the draft agreement for Trustee consideration. Exhibit B (attached) illustrates the areas and placement of proposed vault construction. Exhibit C (attached) is a copy of the encroachment permit issued from the City of Mission Viejo to Cox Communications for work adjacent to the school campus. Upon Board approval and execution of the agreement, staff will coordinate with Cox Communications on the actual dates of construction to ensure minimal impacts on school operations.

## FINANCIAL IMPLICATIONS

This item will not have a financial impact to the District. All construction activities and materials will be funded by Cox Communications.

## STAFF RECOMMENDATION

It is respectfully requested that the Board approve the "License to Use Agreement" construction access agreement between Capistrano Unified School District and Cox Communications to allow the temporary access onto school property for construction of fiber-optic cable vaults.

## AGENDA ITEM 19

#### LICENSE TO USE AGREEMENT

This License to Use Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2010, by and between the Capistrano Unified School District (hereinafter referred to as "DISTRICT") and CoxCom, Inc. ((hereinafter referred to as "COXCOM").

WHEREAS, the DISTRICT is the owner of property located at 26301 Via Escolar, Mission Viejo, California 92692, known as Capistrano Valley High School; and

WHEREAS, COXCOM wishes to have access to a portion of Capistrano Valley High School in order to permit licensed contractors hired by COXCOM to bring in personnel, equipment and supplies to provide a new fiber-optic cable to one of the existing cell towers; and

NOW, THEREFORE, the parties agree as follows:

- 1. <u>Grant of License to COXCOM by DISTRICT</u>. DISTRICT hereby grants a nonexclusive, temporary license to COXCOM to use a portion of the property known as Capistrano Valley High. The COXCOM usage shall be for purposes of permitting licensed contractors hired by COXCOM to bring in personnel, equipment and supplies to provide a new fiber-optic cable to one of the existing cell towers. Illustrations and plans depicting the portion of the school property being accessed by COXCOM are attached as Attachment A which is incorporated herein by reference.
- 2. <u>License Fees</u>. DISTRICT agrees that no license fees shall be payable by COXCOM for access over Capistrano Valley High School.
- 3. <u>Term of License to Use Agreement</u>. The term of this License to Use Agreement shall be for approximately five days from \_\_\_\_\_\_, 2010 through \_\_\_\_\_\_, 2010. This License to Use Agreement supersedes any previous agreement in effect. This License to use Agreement may be extended upon mutual written agreement between the parties. The work performed on the property 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. COXCOM 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 COXCOM business, the construction work set forth in this License to Use Agreement, equipment and personnel covered by the License to Use Agreement or accruing out of this License to Use Agreement.
- 4. <u>Construction Schedule</u>. The construction will be limited to normal working hours and will be coordinated in advance with the DISTRICT. The construction is expected to begin on \_\_\_\_\_\_, 2010 and be completed by \_\_\_\_\_\_, 2010. In the event of a rain delay, the completion of the construction work could be extended upon mutual written agreement between the DISTRICT and COXCOM. COXCOM agrees to repair and/or remediate any damage to the school property caused as a result of the construction.
- 5. <u>No Liability</u>. COXCOM shall be solely responsible for the construction related to the trenching, conduit, and fiber-optic cable and shall assume all costs and expenses related thereto. DISTRICT shall assume no liability for any use of the school property accessed for the purposes required by COXCOM.

- 6. Indemnity. COXCOM agrees to indemnify, defend and hold harmless the DISTRICT, its Governing Board, officers, employees, agents and representatives from and against any and all claims for personal injury, bodily injury, or death of any person and for any property damage or loss, including the property known as Capistrano Valley High School, which is the subject of this License to Use Agreement, and all costs, losses, expenses and liabilities, including reasonable attorneys' fees and costs of suit, asserted or incurred in connection with, arising from or related to the use of the school property by COXCOM, its employees, agents or invitees.
- 7. Insurance. COXCOM agrees to provide current insurance certificates to the DISTRICT within five (5) working days of the execution of this License to Use Agreement. In addition, COXCOM shall obtain and maintain in full force and effect insurance required by the DISTRICT to cover the use of the school property for the construction related to the trenching, conduit, and fiberoptic cable on school property. COXCOM shall obtain or require any licensed contractor performing the work on school property to obtain and thereafter maintain, sol long as the construction work is occurring, liability and property insurance and workers' compensation insurance at the statutory limits, as required by the DISTRICT.
- 8. Assignment. Neither this License to use Agreement nor any interest herein, whether legal or equitable, shall be assigned, voluntarily or by operation of law, by COXCOM. Any such assignment shall be void and shall terminate this License to Use Agreement.
- 9. Amendments. This License to Use Agreement may only be amended by the mutual written consent of the parties hereto. Nor oral understanding or agreement shall be binding on either party.
- 10. Notice. All notices or demands to be given under the License to Use 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 give in accordance with the notice provision of this section.
- 11. Complete and Exclusive Agreement. This License to Use Agreement and any exhibits are the complete and exclusive statement of the mutual understanding of the parties. This License to Use Agreement supersedes and cancels all previous written and oral agreements and communications relating to the subject matter herein. This License to Use Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

IN WITNESS WHEREFO, the parties hereto have executed this License to Use Agreement on the day and year first above written.

Capistrano Unified School District	COXCOM					
By: Ron Lebs, Deputy Superintendent	By:					
Date:	By:					
EXHIBIT A						

## (2 of 2)

"CASO Mission Viejo" 26301 Escolar, MV Cox Communications to relocate vault into sidewalk area.



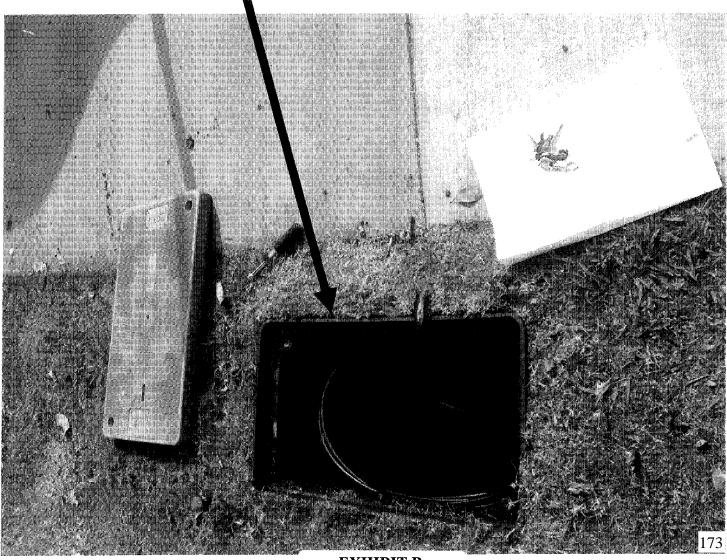


EXHIBIT B (1 of 6)

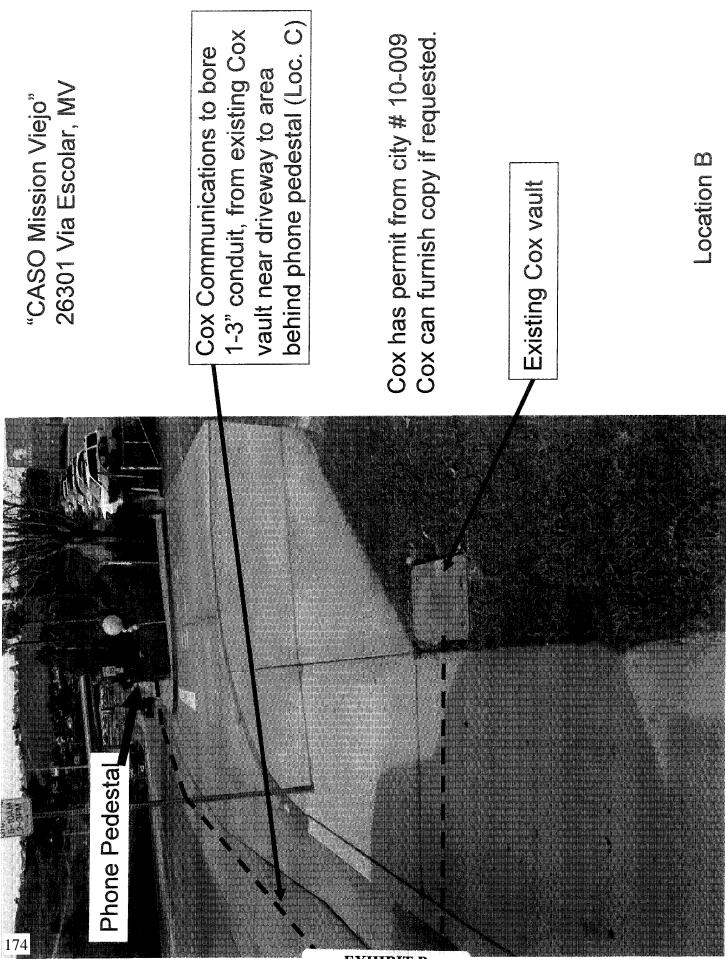
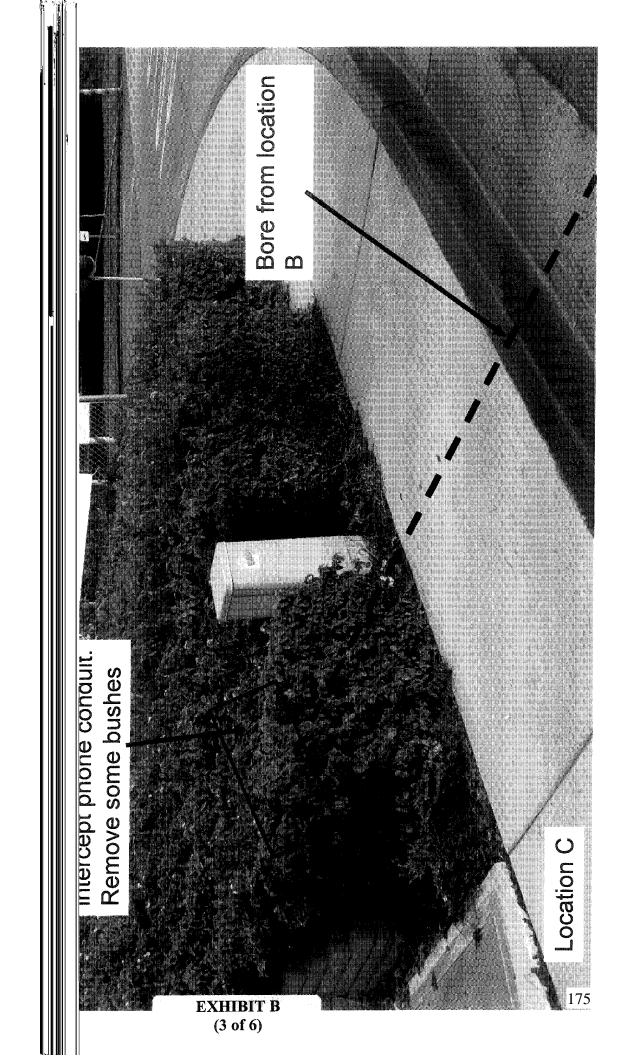
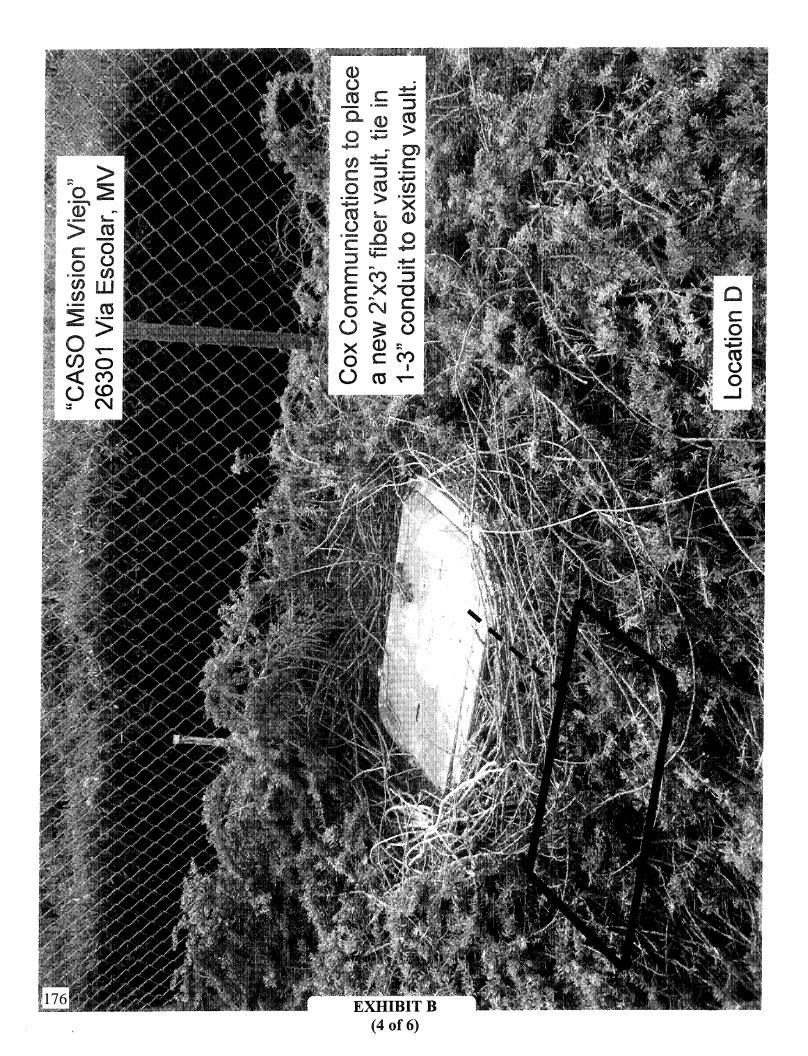
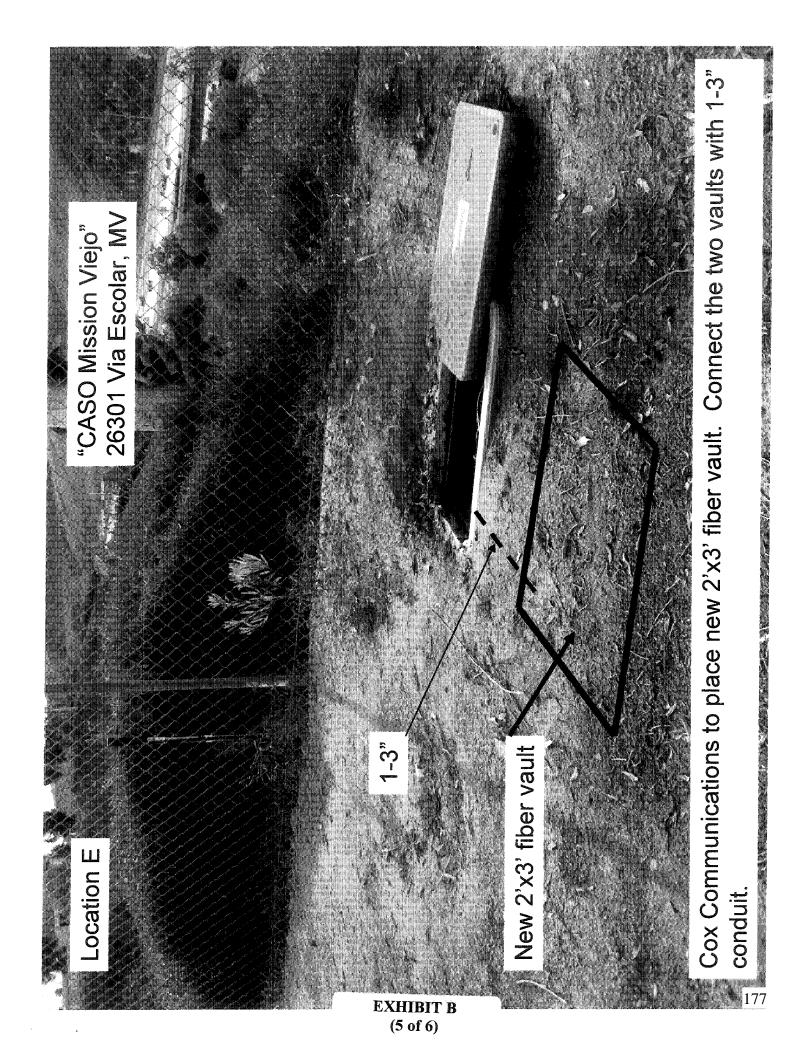
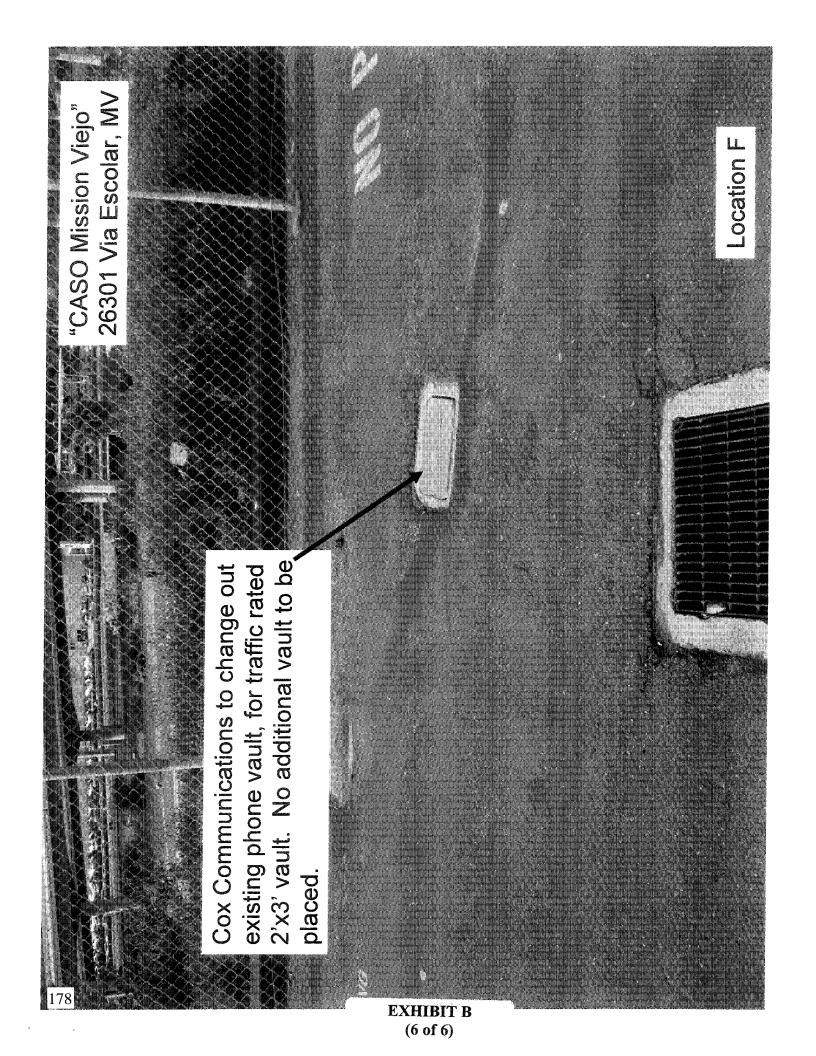


EXHIBIT B (2 of 6)









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	Street Address:			JAN 1 1 2010	
	City:		s	ate:	Zip:
	Legal Description:			ENGINEERING	DIV.
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City of Mission Viejo

200 Civic Center Mission Viejo, CA 92691 949 / 470-3000

**Cash Receipt Form** 

ZOC COMMUNICATIONS Received From

AVE ANDERAS Street

"Z688

City / Zip

TERI Received By

Permit Number/Plan Check Number

26301 VIA ESCOLAR Job Address

ANEL (8'XID' ADDMONAL Valuation

BUILDI	NG		ENGINEERIM	IG		PLANNING	}
Prog/Fund 4	21101		Prog/Fund 51110	1	1	Prog/Fund 4121	01
Obj Description	Amount	Obj	Description	Amount	Obj	Description	Amount
4450 Building Permits	\$	4470	Pre-Inspection	\$	5100	Development Agreement	\$
5154 Plan Check Fee - Bld	g		Grading Inspection		5101	Specific Plan	
4451 Plumbing Permits		4500	Improvement Inspection		5118	General Plan Amendment	
4452 Electric Permits			Landscape Inspection		5141	Area Plan Fee	
4453 Mechanical Permits			Transportation Permit			Prog/Fund 41310	)1
5112 Permit Issuance Fee			Refuse Bin Permit			<b>Recreation Vehicle Permit</b>	
5117 Microfilm Fees - Bldg		-	Encroachment Permit	110.00	4568	Temp Banner Sign Permit	
5115 Addressing Fee - Bldg			Grading Plan Check		5102	Architectural Review	
Prog/Fund 0	00101		Map Check		5103		
2300 SMIP Residential A			Improvement Plan Check			Tentative Tract Map	
2301 SMIP Commercial B			Landscape Plan Check		5105	Negative Declaration	
2306 FCPP - 5			Erosion Cntrl Plan Check			Administrative Amendment	
2307 FCPP - 3			Geotechnical Review			Street Name Change-Public	
2308 Moulton Corridor Fee			Geotechnical Testing			Street Name Change-Prival	e
2309 Laguna Niguel Corrido		5203	Erosion Cntrl Inspection	ļ		Zone Change	
2311 Santiago Canyon Roa	d		AC Testing			Variance Application	
313 El Toro Road Fees			Storm Drain Inspection			Site Plan/PDP Review	
			Microfilm Fee - Engr			Planned Sign Program/SSP	
			Penalty Fee			Sign Review Fee	
Subtotal Building	\$		Subtotal Engineering	\$ 110.00		Zoning Class - Unlisted Use	
TRUST ACC			DEPOSIT/BON	ID	5124 Temporary Use Permit		
Prog/Fund 00			Prog/Fund 000101	1	5140	Plan Check Fee - Planning	
400 Trust	\$		Refundable Deposit	\$		Area Plan Fee	
		2410	Refundable Bond		5142	Tentative Parcel Map Fee	
On Trust Account #					5143	Conditional Use Permit	
	MISCELI	ANEC	DUS		5144	Categorical Exemption Fee	
154101 - 4918	Records Mgmt	- Record	Is Research	\$	5145	Appeal Fee	
214101 - 4950	Returned Chec	k Fee				Subtotal Planning	\$
431101 - 4345	Massage Estat	lishmen	t License				
4565	Special Event I	Permit			BUILDI	NG	\$
5114	Microfilm Fees	- Others				EERING	110.00
	Special Event F	Reimb Ch	narge		PLANNING		100.00
5970	Misc Revenue					ACCOUNT CHARGE	+
	ΟΤΙ	IER	······			ACCOUNT DEPOSIT	+
						D BOND/DEPOSIT	
	_					LLANEOUS	1
Prog/Fund Object			cription		GRANE	1	

Printe 180 cycled Paper. WHITE-DEPT COPY

CANARY-CUSTOMER COPY

CREDIT CARD

**EXHIBIT C** (2 of 2)

**ENROD-FINANCE COPY** 

101646

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

#### May 11, 2010

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

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

#### SUBJECT: APPROVAL: LEASE/RENTAL AGREEMENT – ORANGE COUNTY FIRE AUTHORITY

#### **BACKGROUND INFORMATION**

The Orange County Fire Authority requires the use of a District bus on a temporary basis for the transportation of fire explorers during a one week intensive training in July. In the past, they have chartered buses; but facing similar budget constraints as all in the public service, they contacted the district requesting to rent a bus for this purpose as a cost saving measure. The Fire Authority employs qualified drivers.

#### **CURRENT CONSIDERATIONS**

This agenda item seeks approval to enter into a Lease/Rental Agreement with the Orange County Fire Authority for the use of one 78-passenger school bus for a period of seven days, Exhibit A.

#### FINANCIAL IMPLICATIONS

Income generated from this Lease/Rental Agreement will be \$1,050 and will be deposited into the Transportation Department vehicle replacement account.

#### **STAFF RECOMMENDATION**

It is respectfully requested that the Board of Trustees approve the Lease/Rental Agreement between Capistrano Unified School District and Orange County Fire Authority for the use of one 78-passenger school bus from July 18, 2010 through July 24, 2010.

#### LEASE/RENTAL AGREEMENT



This lease/rental agreement is entered into this first day of July, 2010 by and between **Capistrano Unified School District**, the Owner, and **Orange County Fire Authority**, the Renter.

NOW THEREFORE, in consideration of the mutual promises set forth herein of the parties hereto, the parties agree as follows:

I.

WITNESS: The Owner does hereby lease to Renter the following described motor vehicle:

Bus 207, 1990 Bluebird, 78-passenger school bus, for a period of **7 days** from July 18, 2010 through July 24, 2010, at \$150.00 per day for a total cost of \$1050, in advance.

A security deposit in the amount of \$1,000 is payable upon execution of this agreement. Security deposit will be returned at the end of this rental if all items on this agreement are met. Early termination or returning the units with damage or repairs needed may forfeit all or part of the security deposit.

II.

Renter agrees to the following:

- 1. Return the vehicle(s) to Owner in as good a condition as received with normal wear and tear, or
- 2. Retain the vehicle(s) for an additional period under the terms and conditions contained in the Agreement after having obtained Owners written consent at least <u>one (1)</u> day prior to the expiration of the initial retention rental period.
- 3. Renter shall notify the district of all potential drivers of the rental vehicle.
- 4. Renter shall supply appropriate license and training documentation to verify driver's qualifications.
- 5. All potential drivers of the vehicle shall demonstrate proficiency in the vehicle prior to taking possession of the vehicle during the rental period.

#### III.

RENTER AGREES to indemnify and hold OWNER harmless from any liability from any personal injuries, property damage, or any other damages or injuries, which result from the use or operation of, said vehicle(s). Owner and Renter agree there is categorically no employment relationship between the Owner and Renter. Renter shall assume any and all loss or damages to said vehicle(s) while within the Renter's control and possession.

#### EXHIBIT A (1 of 2)

RENTER WILL provide at its own expense liability, collision, comprehensive, fire and theft insurance, in the amount of \$5 million, which shall properly cover the Renters use of the rented unit. A copy of this policy or a Certificate of Insurance shall be delivered to the Owner at the earliest possible opportunity. Before unit is delivered, Owner shall be named as additional insured and loss payee. Value of the vehicle(s) is \$126,525.

V.

RENTER AGREES that all breakdowns, repairs and upkeep are at Renters sole expense. Renters to keep records on a Daily Driver Check List to assure that all systems, fluid levels, etc., are being properly checked and maintained. Renter will maintain the above vehicle(s) hereby leased in good repair and operating condition, and will furnish at its expense all parts and supplies necessary to comply with this provision including, but not limited to, tires, tubes, fuel, lubricants, oil and antifreeze, and further, the Renter shall keep said vehicle(s) properly stored. Renter shall be liable to Owner for any and all damage or depreciation caused by the negligence of the Renter, its officers, agents or employees, or by failure or neglect of the Renter, its officers, agents, and employees to care for or make repairs as needed, normal wear and tear excepted.

#### VI.

THIS RENTAL may be terminated in the following manner: If the Renter fails to perform any of the above terms, the Owner shall have the right to terminate this agreement by giving the Renter thirty (30) days written notice and Renter shall terminate its lease payment.

#### VII.

RENTER SHALL NOT sub-lease this vehicle to any other including any auxiliary group.

VIII.

TERMINATION OF THIS AGREEMENT for any reason by either party upon sixty (60) days prior written notice.

This vehicle shall be housed at:

**Renter: Orange County Fire Authority** 

By:

Owner: Capistrano Unified School District

<sup>184</sup>By:

EXHIBIT A (2 of 2)

Date:

Date:

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

#### May 11, 2010

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

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

#### SUBJECT: APPROVAL: EXTENSION OF BID NO. 0708-06 – PLUMBING SERVICE – PACIFIC PLUMBING COMPANY OF SANTA ANA FOR 2010/11

#### **BACKGROUND INFORMATION**

At the June 25, 2007, Board meeting, Bid No. 0708-06 – Plumbing Service was awarded to Pacific Plumbing Company of Santa Ana for the 2007/08 school year. This bid called for an original contract term of July 1, 2007 through June 30, 2008, with four (4) one-year renewal periods, at the option of the Board of Trustees. The renewal period may not exceed 48 months as allowed by California Education Code 17596.

At the May 12, 2008, Board meeting, the Board exercised the option to extend the contract for the first renewal period of July 1, 2008 through June 30, 2009 at reduced prices. The terms and conditions remain the same as the original agreement.

At the May 11, 2009, Board meeting, the Board exercised the option to extend the contract for the second renewal period of July 1, 2009 through June 30, 2010 at reduced prices. The terms and conditions remain the same as the original agreement.

The expenditures under this contract for routine repair and maintenance projects districtwide total \$49,655.12 for 2007/08, \$87,029.43 for 2008/09 and \$90,044.65, to date, for 2009/2010.

#### **CURRENT CONSIDERATIONS**

This agenda item seeks approval to extend Bid No. 0708-06 – Plumbing Service for the third renewal period July 1, 2010 through June 30, 2011.

In light of the current fiscal crisis, a letter was sent to the contractor along with their current prices requesting the company submit reduced costs for the 2010/11 renewal period as shown in Exhibit B.

#### Extension of Bid No. 0708-06 – Plumbing Service Pacific Plumbing Company of Santa Ana for 2010/11 May 11, 2010 Page 2

The contractor will extend the contract for the next 12 months and has again offered reduced prices. The terms and conditions remain the same as the original agreement, Exhibit C.

Upon Board approval, Exhibit A shows the Extension Agreement between Capistrano Unified School District and Pacific Plumbing Company of Santa Ana for the period July 1, 2010 through June 30, 2011.

#### FINANCIAL IMPLICATIONS

Funding will come from the deferred maintenance, routine restricted maintenance, CFD, modernization accounts and site funds.

#### STAFF RECOMMENDATION

It is respectfully requested that the Board of Trustees approve the extension of Bid No. 0708-06 – Plumbing Service with Pacific Plumbing Company of Santa Ana, for the third renewal period of July 1, 2010 through June 30, 2011.

#### **EXTENSION OF AGREEMENT**

#### BETWEEN

#### **CAPISTRANO UNIFIED SCHOOL DISTRICT**

#### AND

#### PACIFIC PLUMBING COMPANY OF SANTA ANA

Bid No. 0708-06 – Plumbing Service called for an original contract period of July 1, 2007 through June 30, 2008, with an option to extend the contract in four 12-month increments for an option period not to exceed 48 consecutive months as allowed by California Education Code 17596.

The contract with Pacific Plumbing Company of Santa Ana, pursuant to Bid No. 0708-06, shall be extended an additional 12 months, for the period July 1, 2010, through June 30, 2011 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2010.

Except as set forth in this Extension Agreement, and Board approved on June 25, 2007, all other terms of the contract remain in full force and effect.

#### **DISTRICT**

#### **CONTRACTOR**

Capistrano Unified School District

**Pacific Plumbing Company of Santa Ana** 

Ву:	By:
Signature	Signature
Terry Fluent	Print Name
Director, Purchasing	Title
Date:	Date:



### BOARD OF

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INTERIM SUPERINTENDENT

BOBBI MAHLER, Ed. D.

# Capistrano Unified School District

Excellence in Education

Telephone (949) 234-9441/FAX 493-4083

33122 Valle Road, San Juan Capistrano, CA 92675

March 1, 2010

VIA FAX: 714-972-8168 VIA U.S. MAIL

Adolph Novello Vice President Pacific Plumbing Company of Santa Ana 615 E. Washington Ave. Santa Ana, CA 92702

Subject: Bid No. 0708-06 – Plumbing Service

Dear Mr. Novello:

Your current contract for supplies to the Capistrano Unified School District, as referenced above, will expire on June 30, 2010.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period July 1, 2010 through June 30, 2011. A copy of your current contract pricing is enclosed for your review. Please provide your proposed pricing on the enclosed form. Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Friday, March 19, 2010.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

nities of

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9437.

Sincerely

mern

Vicki Byers Buyer/Planner, Purchasing



Duyen Flaimer, Fulchasing

John Forney, Director, Construction

enc.

c:

EXHIBIT B



PROPOSAL

March 18, 2010

Vicki Byers Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675

RE: Bid No. 0708-06 Plumbing Service July 1, 2010 through June 30, 2011

Per your letter dated March 01, 2010 regarding the current fiscal crisis we are reducing the rates for this year to try to accommodate your needs. We hope this helps you out. Please note the prices below do not include any overtime rates.

BID PRICE SHEET		Current Pricing		Proposed Pricing			
Journeyman Plumber	Hourly	\$ 84,00	\$	83.50			
Apprentice 70% or above	Hourly	\$ 59.00	\$	58.50			
Laborer	Hourly	\$ 52.00	\$	51.50			
Backhoe w/Operator. Backhoe to be: Minimum 18 1/2' digging depth Minimum 1 cubic yard front bucket Minimum 18" wide compaction wheel	Daily	\$ 100.00	\$	100.00			
Generator	Daily	\$ 50.00	\$	50.00			
Compactor	Daily	\$ 75.00	\$	75.00			
12 cubic yard dump truck w/Driver	Daily	\$ 105.00	\$	105.00			
Video analysis	Per Occasion	\$ 220.00	\$	220.00			

If you have any questions please do not hesitate to call.

Sincerely, Pacific Plumbing Co. of Santa Ana

dolph W Houldo Adolph Novello

615 E. Washington Ave., P.O. Box 1494, Santa Ana, Ca 92702 • L1C #266807 • Fax 714 972-8168 • 714 547-6967

3INC CO

**EXHIBIT C** 

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

#### May 11, 2010

- TO: Anna Bryson, President and Members Board of Trustees, Capistrano Unified School District
- FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services

#### SUBJECT: APPROVAL: EXTENSION OF BID NO. 0708-05 – FLOORING MATERIALS AND INSTALLATION – COLLINS & AIKMAN FLOORCOVERINGS, INC. FOR 2010/11

#### **BACKGROUND INFORMATION**

At the June 25, 2007, Board meeting, Bid No. 0708-05 – Flooring Materials and Installation was awarded to Collins & Aikman Floorcoverings, Inc., for the 2007/08 school year. This bid called for an original contract term of July 1, 2007 through June 30, 2008, with four (4) one-year renewal periods, at the option of the Board of Trustees. The renewal period may not exceed 48 months as allowed by California Education Code 17596.

At the May 12, 2008, Board meeting, the Board exercised the option to extend the contract for the first renewal period of July 1, 2008 through June 30, 2009, at the same prices. The terms and conditions remain the same as the original agreement.

At the May 11, 2009, Board meeting, the Board exercised the option to extend the contract for the second renewal period of July 1, 2009 through June 30, 2010, with slight increases/decreases in prices; the vendor offered reduced pricing on several key styles most frequently purchased by the District. The terms and conditions remain the same as the original agreement.

The expenditures under this contract for routine repair and maintenance projects districtwide total \$745,438.36 for 2007/08, \$257,592.32 for 2008/09 and \$181,251.51, to date, for 2009/10.

#### **CURRENT CONSIDERATIONS**

This agenda item seeks approval to extend Bid No. 0708-05 – Flooring Materials and Installation for the third renewal period July 1, 2010 through June 30, 2011.

In light of the current fiscal crisis, a letter was sent to the contractor along with their current prices requesting the company submit reduced costs for the 2010/11 renewal period as shown in Exhibit B.

#### Extension of Bid No. 0708-05 – Flooring Materials and Installation Collins & Aikman Floorcoverings, Inc., for 2010/11 May 11, 2010 Page 2

The contractor will extend the contract for the next 12 months at the same prices. The terms and conditions remain the same as the original agreement, Exhibit C.

Upon Board approval, Exhibit A shows the Extension Agreement between Capistrano Unified School District and Collins & Aikman Floorcoverings, Inc., for the period July 1, 2010 through June 30, 2011.

#### FINANCIAL IMPLICATIONS

Funding will come from the deferred maintenance, routine restricted maintenance, CFD, modernization accounts and site funds.

#### STAFF RECOMMENDATION

It is respectfully requested that the Board of Trustees approve the extension of Bid No. 0708-05 – Flooring Materials and Installation with Collins & Aikman Floorcoverings, Inc., for the third renewal period of July 1, 2010 through June 30, 2011.

#### **EXTENSION OF AGREEMENT**

#### **BETWEEN**

#### **CAPISTRANO UNIFIED SCHOOL DISTRICT**

#### AND

#### **COLLINS & AIKMAN FLOORCOVERINGS, INC.**

Bid No. 0708-05 - Flooring Materials and Installation called for an original contract period of July 1, 2007 through June 30, 2008, with an option to extend the contract in four 12-month increments for an option period not to exceed 48 consecutive months as allowed by California Education Code 17596.

The contract with Collins & Aikman Floorcoverings, Inc., pursuant to Bid No. 0708-05, shall be extended an additional 12 months, for the period July 1, 2010, through June 30, 2011, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2010.

Except as set forth in this Extension Agreement, and Board approved on June 25, 2007, all other terms of the contract remain in full force and effect.

#### **DISTRICT**

#### **CONTRACTOR**

Capistrano Unified School District

Collins & Aikman Floorcoverings, Inc.

By:	By:
Signature	Signature
Terry Fluent	
	Print Name
Director, Purchasing	
	Title
Date:	Date:



### BOARD OF

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MICHAEL S. WINSTEN

#### INTERIM SUPERINTENDENT

BOBBI MAHLER, Ed. D.

# Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9441/FAX 493-4083

March 1, 2010

VIA FAX: 706-259-2638 VIA U.S. MAIL

Leonard Ferro Vice President and CFO Collins & Aikman Floorcoverings, Inc. 1735 Cleveland Highway Dalton, GA 30720

#### Subject: Bid No. 0708-05 – Flooring Materials and Installation

Dear Mr. Ferro:

Your current contract for supplies to the Capistrano Unified School District, as referenced above, will expire on June 30, 2010.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period July 1, 2010 through June 30, 2011. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your proposed pricing. Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Friday, March 19, 2010.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9437.

Sincerely, Vicki Spers

Vicki Byers Buyer/Planner, Purchasing

DRUG USE IS LIFE ABUSE

enc. c: John Forney, Director, Construction

EXHIBIT B and

(1 of 6)



• • •

April 14, 2009

#### CAPISTRANO USD BID No. 0706-05 Flooring Materials & Installation.

			Jub	y 1, 2009 to
Pricing submitted for approval for the 2009/ 2010 time	period:		Jun	e 30, 2010
Geo Tile Mats Sytem (Material Only)	- s/y	4	\$	39.10
Geo Tile Mats Material & Installation	s/y	4	<b>S</b>	47.70
LA Warehouse Fee	s/y		\$	0.75
Furnish Armst. Imp. Text. VCT- Furnish (45 sq ft. min.)	s/ft		\$	0.90
Furnish Armst. Imp. Text. VCT- Furnish (450 sq. ft. min.)	s/ft	•	\$	0.90
Furnish Armst. Imp., Text. VCT- Purnish (1000 sq. ft. min.)	s/ft		\$	0.90
Purnish Armst. Imp. Text. VCT- Purnish (Truckload- 318 ctns)	s/ft		\$	0.83
Furnish Armst. Connection Corion (min. 65 s/y)	s/y	0	\$	16.89
Furnish Armst. Connection Corlon (under 65 s/y)	s/y	0	\$	1 <b>8.98</b>
Parnish Armst. Medintech Lino (min. 65 s/y)	s/y		\$	37. <b>59</b>
Furnish Armst. Medintoch Lino (under 65 s/y)	s/y	•	\$	39.68
Furnish Armst. Med. Tandem Lino (min. 65 s/y)	s/y	۲	\$	29.30
Purnish Armst. Med. Tandem Lino (under 65 s/y)	s/y	۲	\$	31.39
Parnish Armst. Marmorette Lino (min. 65 s/y)	s/y	•	\$	27.50
Purnish Armat. Marmorette Lino (under 65 s/y)	s/y	۲	\$	29.81
Armst. Marmorette Lino "If available Modular Tile"	cta.	۲	N	ot Available
Furnish Armst. Colorette Lino (min. 65 s/y)	s/y		\$	30.79
Furnish Armst. Colorette Lino (under 65 s/y)	s∕y		\$	32.37
Armst. Colorette If avail. Mod. Tile	cta.	۲	N	ot Available
Furnish Armst. Linorette Lino.(min. 65 s/y)	s/y	•	\$	30.79
Purnish Armst. Linorette Lino. (under 65 s/y)	s/y	۲	\$	32.37
Armst. Linorette Lino If available Mod. Tile	cta.	•	N	ot Available
Furnish Armst. Uni Walton Lino. (min. 65 s/y)	1/y	0	\$	36.52
Furnish Armst. Uni Walton Lino. (under 65 s/y)	s/y	0	\$	38.86
Armst. Uni Walton Lino. (If avail. Mod. Tile)	cta.	4	Ne	ot Available
Furnish Medintech 6' Roll Goods (65 s/y min.)	s/y	Ø	\$	37 <b>.59</b>
"urnish Medintech 6' Roll Goods (under 65 s/y)	s/y		\$	<b>39.68</b>
'umish Medintech Tandum 6' Roll Goods (65 s/y min.)	s/y	0	\$	29.30
urnish Modintech Tandum 6' Roll Goods (under 65 s/y)	s/y	•	\$	31.39
&I 4" Rubber Base Comm. Colors (under 100 lft.)	ift	0	\$	1.54
&I 4" Rubber Base Comm. Colors (over 100 ift.)	Lift.	0	\$	1.54
&I 4" Rubber Base Comm. Colors Outside Coners (20 or more)	<b>CB.</b>	0	\$	2.42
&I 6" Rubber Base Comm. Colors (under 100 lft.)	lft	4	\$	1.93

C&A FLOOPCOVERINGS 1735 CLEVELAND HWY. DALTON, GA 30721 (P) 800.241.4902 (F) 708.259.2636

Page 1 of 5



For 1 6" Rubber Base Comm. Colors (over 100 lft.)					
Fat 6" Rubber Bese Comm. Colors (over 100 In.)		ift	•	•	i.93
F&I 6" Rubber Base Comm. Colors Outside Coners (20 or more) F&I 4" Rubber Base Décor. Colors (under 100 iff.)		œ.		•	2.70
Fall 4" Rubber Base Décor. Colors (under 100 fit.)		Ift			1.93
Fall 4" Rubber Base Decor. Colors (over 100 IR.)		Ift		) (	1.93
F&I 4" Rubber Base Décor. Colors Outside Coners (20 or more) F&I 6" Rubber Base Décor. Colors (under 100 IR.)		CR.	(	• •	2.48
FALL 6" Rubber Base Decor. Colors (under 100 IR.)		ift	(	) \$	2.26
F&I 6" Rubber Base Décor. Colors (over 100 lft.)		in		5	2.26
F&I 6" Rubber Base Décor. Colors Outside Coners (20 or more) Transition F&I Snap Down Reducer		CE.		) \$	2.92
Geo Tile Installation		lít	6	<b>\$</b>	2,20
		s/y	4	\$	8.60
Fåll Badura Round Pattern Stair Treads 4' Increments (4 step min.) Fåll Badura Round Pattern Stair Treads 4' Increments (4 step min.)		<b>CR.</b>		\$	143.00
F&I Endura Round Pattern Stair Treads 6' Increments (4 step min.)		CE.	0	\$	176.00
F&I Endura Square Pattern Stair Treads 4' Increments (4 step min.)		CE.		\$	143.00
F&I Endura Square Pattern Stair Treads 6' Increments (4 step min.)		<b>C2.</b>	0	\$	176.00
F&I Endura Diamond Pattern Stair Treads 4' Increments MFG: 2500 s/ft	aim :	<b>CQ.</b>	۲	\$	166.10
F&I Endura Diamond Pattern Stair Treads 6' Increments MPG. 2500 s/ft Cpt. Installation 6' Goods	min	<b>C2</b> .	۲	\$	198.00
VCT Installation (4 ctn. Min.)		s/y	۲	\$	5.42
VCT Installation (10 ctn. Min.)	:	s/ft		\$	0.99
VCT Installation (100 ctn. Min.)	1	s/ft	0	\$	0. <b>99</b>
VCT Installation (300 ctn. Min.)	8	M.	•	\$	0.99
SV Installation Conn. Corlon 6' Rolls Goods (min. 65 s/y)	5	n.	۲	\$	0.99
SV Installation Com. Corion 6' Rolls Goods (under 65 s/y)		/y	0	\$	9.90
SV Installation Class. Medintech 6' Rolls Goods (min. 65 s/y)		/y	۲	\$	9.90
SV Installation Class. Medintech 6' Rolls Goods (under 65 s/y)		/y	0	\$	9.90
SV Installation Class. Tandem 6' Rolls Goods (min. 65 s/y)		•	•	\$	9.90
SV Installation Class. Tandem 6' Rolls Goods (under 65 s/y)		•	•	\$	9.90
SV Installation Linoleum 6' Rolls Goods (min. 65 s/y)	s	-		\$	9.90
SV Installation Linoleum 6' Rolls Goods (under 65 s/v)	s/	-		\$	9.90
Resilient Tile Goods Installation (1 cm. Min.)	s/		-	\$	9.90
Resilient Tile Goods Installation (over 1 ctn.)	s/1				t Available
Demo Standard Existing Glue Down Cpt.	s/1				t Available
Demo Structured Back Glue Down Cpt. (vinvi/ rubber/ urathane)	s⁄y			5	2.20
Demo standard Sheet Vinyl/Linoleum	s/y s/y				4.40
Demo Rubber Floor Tiles	s/y s∕y		-		9.90
Demo Standard VCT	s√y				9.90
Carpet Floor Prep	br.				14.85
Resilient Floor Prep	hr.	ø			60.50
Furn. Moving	hr.	ā	•		60.50
F&I Subfloor Placement (overlayment) 1/4 Panel material	s/y	ā	s		60.50
Modular Furn. Lift System (incl. Lift, demo, prep. install)	_, s∕y		\$		19.80
Mod. Furn. Lift, Office-Light Congestion, (4 mods, Per 1000 -/8)	s/y		s		13.86
Mod. Furn. Lift, Office- Medium Congest., (6 mods per 1000 ./8)	s/y	ē	s		13.86 14.30
Mod. Furn. Lift, Office- Heavy Congest., (8 mods per 1000 s/ft)	s/y	ē	s		14.85
Toilets Remove & Replace	ća i	0	\$		82.50
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C&A FLOORCOVERINGS 1735 CLEVELAND HWY, DALTON, GA 30721 (P) 800.241.4002 (F) 708.259.2538

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Door Trim (std. Single wood door)	CE	6	• •	38.50
Off Hours Labor Cost Increase %	%		• •	
Sheet Viny! "self cove" labor, incl. Cap & Stick	1		• •	
				-
Heat Weld Sheet Vinyl or Lino): roate, rod, & application	IR			
Truck/ Trailer Mounted Steam Extraction Cpt Cleaner 63 hp Hyundai	C8.		•	
Truck/ Trailer Mounted Steam Extraction Cpt Clar. 31 hp Kubota	ĊØ.			
Truck/ Trailer Mounted Steam Extraction Cpt Clar. AGIS 25 HP Khoeler	CZ.			•••••••
Rotary Carpet Extraction Tool Enclosed Tandem Axel Trailer with Fuel Tank	C2.		- •	
Enclosed Innoem Aller Trailer with Fuel Tank Chemical Shelf				
High Profile Dual Hose Reel Pkg.	C8.			
High Frome Dual noise Reel rag. Motorized Hose Reel and Fresh Water Tank	C8.			
Upholstery Tool	ся. ся.			
Injection Sprayer for Pre Spray Application	08.			
Injection Sprayer Holder	C8.			
3 Speed Air Mover	ca.			
Air Mover- Operates in Six Positions	C.	_		
Pre-Spray Cleaning Solution	CH.	ē		102.30
Pre-Spray Green Cleaning Solution	ca.	_		102.30
High Tech Rinse Cleaner Solution	CR.	_		59.40
High Tech Rinse Green Cleaning Solution	<b>ca.</b>			59.40
Green Cleaning Deodorizer	ĊR.	đ		95.70
Gum Removal Gei	CR.	9	\$	126.50
Portable Spot Removal Tool	<b>Cii</b> .		\$	809.60
13 Gallon Heated Portable Carpet Extraction Unit	<b>CB.</b>	•	\$	3,174.60
16 Gallon Heated Portable Carpet Extraction Unit	ca.			4,603.50
Carpet/ Upholstery Hot Water Extr. Or Hard Surf. Cleaning for Tile & Grout	ca.	•	-	6,378.90
Self Contained Extractor- Tank-Less Design	CI.	0	-	3,153.70
8 Gallon Self Contained Extractor	¢a.	•	•	2,960.10
20 Gallon Self Contained Extractor	¢a.	•		6,919.00
Encapsulation Machine- Interim Carpet Cleaning	ca.	9	S	1,261.70
Encapsulation Cleaning Chemical	CR.	9	\$	85.80
Commercial Soft Surface Floor Covering Cleaning System Backpack Vacuum 10 qt.		•	\$ 5	133.10
Backpack Vacuum 6 qt.	68. 68.	 	ŝ	360.80 360.80
Hip Style Vacuum- 6 qt.	C8.	ē	s	360.80
Backpack Vacuum That Converts to a Blower 10 gt.	<b>CE.</b>	ē	ŝ	382.80
Dry Only Canister Vacuum	Ca.	ē	ŝ	394.90
Upright Vacuum 1320 Watts	ca.	ē	Š	298.10
Upright Vacuum with Tools on Board	CE.	0	\$	394.90
Dehumidifier- Water Removal, up to 15 gallons a day	ca.	0	\$	1,259.50
Dehumidifier- Water Removal, up to 30 gallons a day	ca.	Ø	\$	2,503.60
20" 175 RPM Buffer	CIL.	0	\$	63 <b>5.80</b>
20" 1500 RPM Burnisher	CR.	Ø	\$	<b>961.40</b>
18" Cord- Electric Automatic Scrubber	CR.	4	\$	1,914.00
20 Inch Automatic Scrubber	¢2.	0	\$	4,719.00
24" and 28" Width Auto Scrubbers	CZ.	0	\$	6,506.50
30" Compact Ride on Scrubber	CA.	•	\$	13,560.80
18 Gallon Wet & Dry Vacuum	<b>CE.</b>	Ø	\$	654.50

C&A FLOORCOVERINGS 1735 CLEVELAND HWY, DALTON, GA 30721 (P) 800.241.4902 (F) 706.259.2638

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Multi Functional Cleaning Maching with Pressure Washer/ Wet Dry Vac       ca.       © \$ 33.256.00         Ozone Generator       ca.       © \$ 838.20         Slip on Floor Savera, 1 1/4 Inch Grey, 100 pieces per pkg.       ca.       © \$ 677.00         Slip on Floor Savera, 1 1/2 Inch Grey, 100 pieces per pkg.       ca.       © \$ 676.30         Slip on Floor Savera, 1 1/2 Inch Grey, 100 pieces per pkg.       ca.       © \$ 972.00         Slip on Floor Savera, 1 1/2 Inch Grey, 100 pieces per pkg.       ca.       © \$ 93.50         Slip on Floor Savera, 1 1/2 Inch Grey, 100 pieces per pkg.       ca.       © \$ 819.50         Slip on Floor Savera, 1 1/2 Inch Grey, 100 pieces per pkg.       ca.       © \$ 819.50         Slip on Floor Savera, 1 1/2 Inch Grey, 100 pieces per pkg.       ca.       © \$ 50.70         Cpt Extraction: Basement, 11, c2 rach Grey, 100 pieces per pkg.       ca.       © \$ 50.70         Cpt Extraction: Basement, 11, c2 rach Grey, 100 pieces per pkg.       ca.       © \$ 50.70         Hard Surface VCT Strip Refinish Moderate Traffic Area       pft       © \$ 0.20         Extraction Furniture Moving       hr.       © \$ 50.70         Hard Surface VCT Strip Refinish Havy Traffic Area       pft       © \$ 50.70         SV Strip & Refinish-Moderate Traffic Area       0       © \$ 50.70         SV Strip & Refinish-Moderate Traffic Ar	Marki Barahara I Marki and Ana					
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Slip on Floor Savers, 1 1/4 Inch Grey, 1000 pieces per pkg.ea.65676.50Slip on Floor Savers, 1 1/2 Inch Grey, 1000 pieces per pkg.ea.6592.40Slip on Floor Savers, 1 1/2 Inch Grey, 1000 pieces per pkg.ea.6593.50Slip on Floor Savers, 1 1/2 Inch Grey, 1000 pieces per pkg.ea.65819.50Slip on Floor Savers, 1 1/2 Inch Grey, 1000 pieces per pkg.ea.65819.50Slip on Floor Savers, 1 1/2 Inch Grey, 1000 pieces per pkg.ea.65825.00Cpt Extraction: Basement, 1st or 2nd Floor978650.18Extraction Furniture Movingbr.6\$50.70Hard Surface VCT Strip Refinish Moderate Traffic Area9786\$0.32Hard Surface VCT Strip Refinish Heavy Traffic Area9786\$0.35SV Strip & Refinish Moderate Traffic Area9786\$0.35SV Strip & Refinish Heavy Traffic Area06\$0.35SV Strip & Refinish Heavy Traffic Area06\$0.30SV Strip & Refinish Heavy Traffic Area06\$0.30SV Strip & Refinish Heavy Traffic Area06\$0.30NO BID Extensive Movingbr.6\$0.30\$V Strip & Refinish Heavy Traffic Area06\$0.30SV Strip & Refinish Heavy Traffic Area06\$0.30SV Strip & Refinish Heavy Traffic Area06\$ </td <td></td> <td>e</td> <td><b>.</b></td> <td>(</td> <td></td> <td><b>\$</b> 838.20</td>		e	<b>.</b>	(		<b>\$</b> 838.20
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Guardian A+ MK1RS       5/y       # 3       19.48         Infinity MK1RS       s/y       # 3       17.18         In Stitches MK1RS       s/y       # 3       16.61         In Stitches MK1RS       s/y       # 3       18.80         Intersection MK1RS       s/y       # 3       18.80         Kasuri MK1RS       s/y       # 3       23.54         Kiya MK1RS       s/y       # 3       22.53						
Infinity MK1RS       3/y       0       5       17.18         In Stitches MK1RS       s/y       0       \$       16.61         Intersection MK1RS       s/y       0       \$       18.80         Intersection MK1RS       s/y       0       \$       23.54         Kasuri MK1RS       s/y       0       \$       22.53						
In Stitches MK1RSs/y0516.61Intersection MK1RSs/y0\$18.80Kasuri MK1RSs/y0\$23.54Kiya MK1RSs/y0\$22.53		-				
Intersection MK1RS3/y0518.80Kasuri MK1RSs/y0\$23.54Kiva MK1RSs/y0\$22.53	-	-				
sy         sy<		-				
Kiya MKIRS 22.53	Keensi MKIDC	-				
s/y @ Dropped	Kive MEIDS	-	-	\$		2 <b>2.53</b>
		s/y	0			Dropped

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Lee MKIRS Lenox MK1RS Ling Strata MKIRS Luminaire II MKIRS Martinique MK1RS Median MKIRS Metropolis MK1RS Moxie MK1RS Needle & Thread MK1RS Odyssey MK1RS Ogee Strata MK1RS Paradox MKIRS Pastel MKIRS Plexus Accents II MK1RS Quantum MKIRS Quest MK1RS Rio MKIRS Saga MKIRS Sail Away MK1RS Sasa MKIRS Sentinel MK1RS Sentinel 2 MK1RS Sentinel 18 MK1RS Sentinel 24 MK1RS Sento MKIRS Sheffield MKIRS Sim MKIRS Sopar MKIRS Steadfast MK1RS Stockbridge MK1RS Sympse MKIRS Tazo MKIRS Timeless MK1RS Verzano MKIRS Voyager MK1RS Waterstone MKIRS Wayfarer MK1RS Williamstown MKIRS Sustainable Gold Standards Type 1 Sustainable Gold Standards Type 2 Sustainable Gold Standards Type 3

Sustainable Gold Standards Type 4

s/y		Dropped
s/y		Dropped
s/y		
s/y	•	Dropped
s∕y	۲	Dropped
s/y	e 5	
s/ <b>y</b>	•	Dropped
s/y	9	Dropped
s/y	۲	Dropped
s/y	@ \$	15.23
s/y	•	Dropped
s/y	<b>@</b> \$	
s/y	•	Dropped
s/y	•	Dropped
s/y	9	Dropped
s/y	•	Dropped
s/y	•	Dropped
s/y	•	Dropped
s/y	• \$	17.69
s/y	•	Dropped
s/y	•	Dropped
s/y	@ \$ @	18.45
s/y		Dropped
s/y	ä	Dropped
s∕y s∕y		Dropped
s∕y	@\$ @\$	27.09 24.04
svy s∕y	e s	24.04
s∕y	ē i	Dropped
s⊮y s/y	ē s	26.42
s∕y	e s	18.24
s/y	ē ī	Dropped
s/y	à	Dropped
s/y	Ő.	Dropped
s/y	@ \$	16.21
s/y		Dropped
s/y		Dropped
s/y	<b>e</b> \$	25.70
s/y	@ \$	1 <b>9.05</b>
s/y	@\$	20.61
s/y	<b>e</b> s	17.71
s/y	<b>@</b> \$	18.35

C&A FLOORCOVERING8 1735 CLEVELAND HWY, DALTON, GA 30721 (P) 800.241.4902 (F) 708.259.2539

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## COLLINS & AIKMAN floorcoverings, Inc.

1735 Cleveland Hwy. Dalton GA 30721 706-259-2638 fax 800-241-4902

# FAX

To:Attn. Vicki ByersCompany Capistrano USDTel:0Fax:(949) 493-4083RE:0

From: Ross Erwin Date: March 18, 2010 Pages: 6 total

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#### **NOTES:**

Please find the accompanying price list submitted for your approval for the 2010/2011 time period. Prices shown are the same as last year, with no increase for the new school year. If you have any additional questions, feel free to contact Mr. Jack Vombaur, or myself.

j

Sincerely,

aster

Ross Erwin Source One Administrative Manager



March 18, 2010

## CAPISTRANO USD BID No. 0708-05 Flooring Materials & Installation.

			Jul	y 1, 2010 to		
Pricing submitted for approval for the 2010/2011 time per	iod:	June 30, 2011				
Geo Tile Mats Sytem (Material Only)	s/y	@	S	39.10		
Geo Tile Mats Material & Installation	s⁄y	@	\$	47.70		
LA Warehouse Fee	s/y	@	\$	0.75		
Furnish Armst. Imp. Text. VCT-Furnish (45 sq ft. min.)	s/ft	@	\$	0.90		
Furnish Armst. Imp. Text. VCT-Furnish (450 sq. fl. min.)	s/ft	@	\$	0.90		
Furnish Armst. Imp., Text. VCT-Furnish (1000 sq. ft. min.)	s/fi	æ	\$	0.90		
Furnish Armst. Imp. Text. VCT-Furnish (Truckload-318 ctus)	s/ft	@	\$	0.83		
Furnish Armst. Imp. lext. V(1-Furnish (fractions of statist)	s/y	ē	\$	16.89		
Furnish Armst. Connection Corlon (mix. 65 s/y)	s/y	@	\$	18.98		
Furnish Armst. Connection Corlon (under 65 s/y)	s/y	a	s	37.59		
Furnish Armst. Mediatech Lino (min. 65 s/y)	s/y	@	\$	39.68		
Furnish Armst. Medintech Lino (under 65 s/y)	s/y	æ	\$	29.30		
Furnish Armst. Med. Tandem Lino (min. 65 s/y) Furnish Armst. Med. Tandem Lino (under 65 s/y)	s/y	@	\$	31.39		
	s/y	à	\$	27.50		
Furnish Armst. Marmorette Lino (min. 65 s/y)	s/y	æ	\$	29.81		
Furnish Armst. Marmorette Lino (under 65 s/y) Armst. Marmorette Lino "If available Modular Tile"	ctn.	@		Not Available		
	s/y	@	\$	30. <b>79</b>		
Furnish Armst. Colorette Lino (min. 65 s/y)	s/y	ě	\$	32.37		
Furnish Armst. Colorette Lino (under 65 \$/y)	ctn.	<u>@</u>		Not Available		
Armst. Colorette If avail. Mod. Tile	s/y	ē	\$	30.7 <b>9</b>		
Furnish Armst. Linorette Lino.(min. 65 s/y)	s/y	@	\$	32.37		
Furnish Armst, Linorette Lino, (under 65 s/y)	ctn.	a		Not Available		
Armst. Linorette Lino If available Mod. Tile	s/y	@	\$	36.52		
Furnish Armst. Uni Walton Lino. (min. 65 s/y)	s/y	@	\$	38.86		
Furnish Armst. Uni Walton Lino. (under 65 s/y)	ctn.	@		Not Available		
Armst. Uni Walton Lino. (If avail. Mod. Tile)	s/y	@	\$	37.59		
Furnish Medintech 6' Roll Goods (65 s/y min.)	s/y	ě				
Furnish Medintech 6' Roll Goods (under 65 s/y)	s/y	ě				
Furnish Medimtech Tandum 6' Roll Goods (65 s/y min.)	s/y	e				
Furnish Medintech Tandum 6' Roll Goods (under 65 s/y)	lft	@				
F&I 4" Rubber Base Comm. Colors (under 100 lft.)	IA	@				
F&I 4" Rubber Base Comm. Colors (over 100 lft.)		9	-			

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EXHIBIT C (2 of 6)

SOURCE

	ca.	@	\$	2.42
F&I 4" Rubber Base Comm. Colors Outside Coners (20 or more)	lft	@	\$	1.93
F&I 6" Rubber Base Comm. Colors (under 100 lft.)	lft	@	\$	1.93
F&I 6" Rubber Base Comm. Colors (over 100 lft.)	ea.	@	\$	2.70
F&I 6" Rubber Base Comm. Colors Outside Coners (20 or more)	lft	@	\$	1.93
F&I 4" Rubber Base Décor. Colors (under 100 lft.)	lft	@	s	1.93
F&1 4" Rubber Base Décor. Colors (over 100 lft.)	ca	@	\$	2.48
F&I 4" Rubber Base Décor. Colors Outside Coners (20 or more)	ht	@	ŝ	2.26
F&I 6" Rubber Base Décor. Colors (under 100 lft.)	lít	@	\$	2.26
F&I 6" Rubber Base Décor. Colors (over 100 lft.)	ca.	@	\$	2.92
F&1 6" Rubber Base Décor. Colors Outside Coners (20 or more)	lft	@ @	\$	2.20
Transition F&I Snap Down Reducer	s/y	@	\$	8.60
Geo Tile Installation	са.	@	\$	143.00
F&I Endura Round Pattern Stair Treads 4' Increments (4 step min.)	ea.	@	s	176.00
F&I Endura Round Pattern Stair Treads 6' Increments (4 step min.)	ca.	@	\$	143.00
F&I Endura Square Pattern Stair Treads 4' Increments (4 step min.)		@	\$	176.00
F&I Endura Square Pattern Stair Treads 6' Increments (4 step min.)	ea.	@	\$	166.10
F&I Endura Diamond Pattern Stair Treads 4' Increments MFG. 2500 s/ft mi	ea.		ŝ	198.00
F&I Endura Diamond Pattern Stair Treads 6' Increments MFG. 2500 s/ft mi	ea.	@	\$	5.42
Cpt. Installation 6' Goods	s∕y ₋∕≏	@	\$	0.99
VCT Installation (4 ctn. Min.)	s/ft	@	ء \$	0.99
VCT Installation (10 ctn. Min.)	s/ft _/A	@		
VCT Installation (100 ctn. Min.)	s/ft	@	ړ \$	
VCT Installation (300 cm. Min.)	s/ft	@	⊅ \$	
SV Installation Conn. Corlon 6' Rolls Goods (min. 65 s/y)	s/y	@	5 5	
SV Installation Com. Corlon 6' Rolls Goods (under 65 s/y)	s/y	@		
SV Installation Class. Medintech 6' Rolls Goods (min. 65 s/y)	s/y	@	\$	
SV Installation Class. Medintech 6' Rolls Goods (under 65 s/y)	s/y	@	\$ \$	
SV Installation Class. Tandem 6' Rolls Goods (min. 65 s/y)	s/y	@		
SV Installation Class. Tandem 6' Rolls Goods (under 65 s/y)	s/y	@		
SV Installation Linoleum 6' Rolls Goods (min. 65 s/y)	s/y	@		
SV Installation Linoleum 6' Rolls Goods (under 65 s/y)	s⁄y	@	•	Not Available
Resilient Tile Goods Installation (1 ctn. Min.)	s/ft	@		Not Available
Resilient Tile Goods Installation (over 1 cm.)	s/ft	@		
Demo Standard Existing Glue Down Cpt.	s∕y	@		
Demo Structured Back Glue Down Cpt. (vinyl/ rubber/ urathane)	s/y	@		
Demo standard Sheet Vinyl/ Linoleum	s/y	@		
Demo Rubber Floor Tiles	s∕y	<b>@</b>		··
Demo Standard VCT	s/y	@		
Carpet Floor Prep	hr.	0		
Resilient Floor Prep	br.	0		·
Furn. Moving	hr.	@		
F&l Subfloor Placement (overlayment) 1/4 Panel material	s/y	0		
Modular Furn. Lift System (incl. Lift, demo, prep, install)	s/y	<i>a</i>		
Mod. Furn. Lift, Office- Light Congestion, (4 mods. Per 1000 s/ft)	s/y	@	; ;	13.86

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EXHIBIT C (3 of 6)

SOURCE

	s∕y	@	\$	14.30
Mod. Furn. Lift, Office- Medium Congest., (6 mods per 1000 s/ft)	s/y	@	\$	14.85
Mod. Furn. Lift, Office- Heavy Congest., (8 mods per 1000 s/ft)	ca	@	\$	82.50
Toilets Remove & Replace		@	\$	38.50
Door Trim (std. Single wood door)	e3.	-	\$	0.39
Off Hours Labor Cost Increase %	%	@		8.25
Sheet Vinyl "self cove" labor, incl. Cap & Stick	lft	@	\$	8.25 3.30
Heat Weld Sheet Vinyl or Lino): route, rod, & application	) <del>fi</del>	@	\$	3.30 26,059.00
Truck/ Trailer Mounted Steam Extraction Cpt Cleaner 63 hp Hyundai	ca.	@	S	2 <b>6,0</b> 59.00 23,987.70
Truck/ Teniler Mounted Steam Extraction Cpt Chur. 31 hp Kubota	ea.	@	\$	19,922.10
Truck/ Trailer Mounted Steam Extraction Cpt Chr. AGIS 25 HP Khoeler	¢a.	@	\$	3,315,40
Rotary Carpet Extraction Tool	ea.	@	\$ \$	4,368.10
Enclosed Tandem Axel Trailer with Fuel Tank	C3.	@	5 5	259.60
Chemical Sheif	ca.	#	\$	638.00
High Profile Dual Hose Reel Pkg.	<b>6</b> 3.	@	љ \$	3,230.70
Motorized Hose Reel and Fresh Water Tank	ea.	@	\$	315.70
Upholstery Tool	ea.	@ @	\$	234.30
Injection Sprayer for Pre Spray Application	ca.		Ŝ	47.30
Injection Sprayer Holder	ea.	@ @	Ŝ	231.00
3 Speed Air Mover	ea.	@	ŝ	424.60
Air Mover- Operates in Six Positions	ca.	@ @	\$	102.30
Pre-Spray Cleaning Solution	¢а. са.	0	\$	102.30
Pre-Spray Green Cleaning Solution	ca. ¢a.	e.	\$	59.40
High Tech Rinse Cleaner Solution	CZ.	@	\$	59.40
High Tech Rinse Green Cleaning Solution	ea.	e	Š	95,70
Green Cleaning Deodorizer	¢a.	ē	Š	126.50
Gum Removal Gel	ca.	@	\$	809.60
Portable Spot Removal Tool	ea.	ē	\$	3,174.60
13 Gallon Heated Portable Carpet Extraction Unit	ca.	ē	\$	4,603.50
16 Gallon Heated Portable Carpet Extraction Unit		ě		6,378.90
Carpet/Upholstery Hot Water Extr. Or Hard Surf. Cleaning for Tile & Grou	ca.	ĕ		3,153.70
Self Contained Extractor-Tank-Less Design	ca.	ĕ		2,960.10
8 Gallon Self Contained Extractor	ca.	ĕ		6,919.00
20 Gallon Self Contained Extractor	ea.	ă		1,261.70
Encapsulation Machine- Interim Carpet Cleaning	ea.	ă		85.80
Encapsulation Cleaning Chemical	ca.	ă	\$	133.10
Commercial Soft Surface Floor Covering Cleaning System	ea.	ē		360.80
Backpack Vacuum 10 qt.	ca.	ě		360.80
Backpack Vacuum 6 qt.	ca.	ā		3 <b>60.8</b> 0
Hip Style Vacuum- 6 qt. Backpack Vacuum That Converts to a Blower 10 qt.	ca.	ā		382.80
Backpack Vacuum That Converts to a Diowith At the	<b>ca.</b>	a)		394.90
Dry Only Canister Vacuum	ea.	a	\$	298.10
Upright Vacuum 1320 Watts	ca.	a		394.90
Upright Vacuum with Tools on Board Dehumidifier- Water Removal, up to 15 gallons a day	ea.	à	<b>\$</b>	1,259.50
Dehumidifier- Water Removal, up to 30 gallons a day	Ċa.	@	\$	2,503.60
Denumkilitet- water reality on a boot beauties of the	ea.	_	\$\$	635.80
20" 175 RPM Buffer 20" 1500 RPM Burnisher	¢a.	_		961.40
20" 1500 RPM Burnister 18" Cord- Electric Automatic Scrubber	ea.	@	), \$	1,914.00
12. COLO- CICCILIC VIRCHING OF COLOR				

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EXHIBIT C (4 of 6)

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		0	•	4,719.00
20 Inch Automatic Scrubber	<b>ča.</b>	@	\$ \$	<b>6,</b> 506.50
24" and 28" Width Auto Scrubbers	ca.	@	\$	13,560.80
30" Compact Ride on Scrubber	<b>ca</b> .	@	\$	654.50
18 Gailon Wet & Dry Vacuum	¢a.	@ @	\$	3,256.00
Multi Functional Cleaning Maching with Pressure Washer/ Wet Dry Vac	ea.		\$	838.20
Ozone Generator	¢a.	@ @	\$	77.00
Slip on Floor Savers, 1 1/4 Inch Grey, 100 pieces per pkg.	ea.		\$	676.50
Slip on Floor Savers, 1 1/4 Inch Grey, 1000 pieces per pkg.	<b>ca</b> .	@ @	\$	92.40
Slip on Floor Saver, 1 1/2 Inch Grey, 100 pieces per pkg.	еа. Са.	@	\$	792.00
Slip on Floor Savers, 1 1/2 Inch Grey, 1000 pieces per pkg.		@	\$	93.50
Slip on Floor Savers, 1 1/4 Inch Grey, 100 pieces per pkg.	са. са.	@	ŝ	819.50
Slip on Floor Savers, 1 1/4 Inch Grey, 1000 pieces per pkg.	ca. ca.	@	Š	104.50
Slip on Floor Saver, 1 1/2 Inch Grey, 100 pieces per pkg.	ea.	0	\$	825.00
Slip on Floor Savers, 1 1/2 Inch Grey, 1000 pieces per pkg.	بم. s/ft	0	\$	0.18
Cpt Extraction: Basement, 1st, or 2nd Floor	hr.	<b>@</b>	\$	50.70
Extraction Furniture Moving	s/ft	0	\$	0.20
Cpt Extraction: 3rd Floor and Up	br.	ě	\$	50.70
Extraction Furniture Moving	s/ft	ě	\$	0.85
Hard Surface VCT Strip/ Refinish Moderate Traffic Area	hr.	ě	\$	50.70
Hard Surface Furniture Moving	s/ft	ĕ	\$	1.35
Hard Surface VCT Strip/ Refinish Heavy Traffic Area	hr.	ě	\$	50.70
Hard Surface Furniture Moving	0	ē	\$	0.85
SV Strip & Refinish- Moderate Traffic Area	ŏ	ě	\$	50.70
SV Furniture Moving, Moderate Traffic Area	Ō	@	\$	1.35
SV Strip & Refinish-Heavy Traffic Area	0	ě	Ŝ	50.70
SV Furniture Moving, Heavy Traffic Area NO BID Extensive Restroom Maintenance Assistance per fixture & per for	Fixture		-	NO BID
NO BID Extensive Restroom Manuellance Assistance per inter of per lot	s∕ft	ē	\$	0.39
Post Modernization Custodial Services	hr.	ě	\$	127.50
Custodial Audit Specification POWERBOND VCTT CARPET STYLES:		~		
	s/y	@	\$	17.32
Aragon MK1RS	s/y	ĕ		Dropped
Asaba MKIRS	s/y	ě		Dropped
Amaranth Strata MK1RS	s/y	ē	\$	17.36
Applause MK1RS	s/y	ě		Dropped
Bauhaus MK1RS Caledonia MK1RS	s/y	@		Dropped
Calypso MK1RS	s/y			Dropped
Colored Pencil MK1RS	s/y	@ @	\$	18.76
Contract MKIRS	s/y	@		Dropped
Crayon MK1RS	s/y	8880 8	\$	17.61
Datum Strata MKIRS	s/y	@		Dropped
Dimensions MK1RS	s∕y	@		Dropped
Epos MK1RS	s/y	@		Dropped
Expedition MK1RS	s/y	@ @	\$	18.90
Explorer MK1RS	s∕y	@	\$	14.54
Fossel Strata MK1RS	s/y	4		Dropped
Fraction MK1RS	s/y	#	\$	19.48
Guardian A+ MKIRS	s/y	@		17.18
Infinity MK1RS	s/y	@	\$	16.61
Limmay Areas				

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In Stitches MK1RS Intersection MK1RS Kasuri MK1RS Kiva MK1RS Lee MKIRS Lenox MK1RS Linu Strata MKIRS Luminaire II MK1RS Martinique MK1RS Median MK1RS Metropolis MK1RS Moxie MK1RS Needle & Thread MK1RS Odyssey MK1RS Ogec Strata MK1RS Paradox MK1RS Pastel MK1RS Piexus Accents II MK1RS **Ouantum MK1RS** Quest MK1RS Rio MK1RS Saga MK1RS Sail Away MKIRS Sasa MK1RS Sentinel MK1RS Sentinel 2 MK1RS Sentinel 18 MK1RS Sentinel 24 MK1RS Sento MK1RS Sheffield MK1RS Sira MK1RS Sonar MK1RS Steadfast MKIRS Stockbridge MK1RS Synapse MK1RS Tazo MKIRS Timeless MK1RS Verzano MK1RS Voyager MK1RS Waterstone MKIRS Wayfarer MK1RS Williamstown MK1RS Sustainable Gold Standards Type 1 Sustainable Gold Standards Type 2 Sustainable Gold Standards Type 3 Sustainable Gold Standards Type 4

,	~	•	18.80
s/y	@	\$	
\$∕y	@	\$	23.54
s/y	@	\$	22.53
s/y	@		Dropped
s/y	@		Dropped
s∕y	@		Dropped
s/y	@	\$	23.61
s/y	ē		Dropped
s/y	ē.		Dropped
s/y	ē.	\$	16.30
s/y	@		Dropped
s/y	ø		Dropped
	@		Dropped
s/y		\$	15.23
s/y	0	9	Dropped
s/y	@		19.94
s/y	@	\$	
s/y	@		Dropped
\$∕y	@		Dropped
s∕y	@		Dropped
s/y	@	\$	17.69
\$∕y	0		Dropped
s/y	ē		Dropped
s/y	ē	\$	18.45
s/y	ě		Dropped
s/y	ě		Dropped
s/y	@		Dropped
s/y	æ	\$	27.09
s/y	ē	\$	24.04
s/y s∕y	@	\$	21.25
		Ψ	Dropped
s/y	@	\$	26.42
s∕y	@		18.24
s/y	@	\$	
s/y	@		Dropped
s/y	@		Dropped
s/y	@	~	Dropped
s/y	@	\$	16.21
s/y	@		Dropped
s∕y	@		Dropped
s/y	0	\$	25.70
s/y	@	\$	19.05
s/y	@	\$	<b>20.6</b> 1
s/y	a,	\$	17.71
s/y	ā	\$	18.35
-	-		

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**EXHIBIT C** (6 of 6)

SOURCE O

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

#### May 11, 2010

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

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

#### SUBJECT: APPROVAL: EXTENSION OF BID NO. 0708-04 – FENCING MATERIALS, REPAIR AND INSTALLATION – COMMERCIAL FENCE AND IRONWORKS, INC. FOR 2010/11

#### **BACKGROUND INFORMATION**

At the June 25, 2007, Board meeting, Bid No. 0708-04 – Fencing Materials, Repair and Installation was awarded to Commercial Fence and Ironworks, Inc. for the 2007/08 school year. This bid called for an original contract term of July 1, 2007 through June 30, 2008, with four (4) one-year renewal periods, at the option of the Board of Trustees. The renewal period may not exceed 48 months, as allowed by California Education Code 17596.

At the May 12, 2008, Board meeting, the Board exercised the option to extend the contract for the first renewal period of July 1, 2008 through June 30, 2009 at reduced prices. The terms and conditions remained the same as the original agreement.

At the May 11, 2009, Board meeting, the Board exercised the option to extend the contract for the second renewal period of July 1, 2009 through June 30, 2010 at reduced prices. The terms and conditions remained the same as the original agreement.

The expenditures under this contract for routine repair and maintenance projects districtwide total \$75,678 for 2007/08, \$101,155 for 2008/09 and \$78,353, to date, for 2009/10.

#### CURRENT CONSIDERATIONS

This agenda item seeks approval to extend Bid No. 0708-04 – Fencing Materials, Repair and Installation for the third renewal period of July 1, 2010 through June 30, 2011.

In light of the current fiscal crisis, a letter was sent to the contractor along with their current prices requesting the company submit reduced costs for the 2010/11 renewal period as shown in Exhibit B.

## Extension of Bid No. 0708-04 – Fencing Materials, Repair, and Installation Commercial Fence and Ironworks, Inc. for 2010/11

May 11, 2010 Page 2

The contractor will extend the contract for the next 12 months and has again offered reduced prices. The terms and conditions remain the same as the original agreement, Exhibit C.

Upon Board approval, Exhibit A shows the Extension Agreement between Capistrano Unified School District and Commercial Fence and Ironworks, Inc. for the period July 1, 2010 through June 30, 2011.

#### FINANCIAL IMPLICATIONS

Funding will come from the deferred maintenance, routine restricted maintenance, CFD, modernization accounts and site funds.

#### STAFF RECOMMENDATION

It is respectfully requested that the Board of Trustees approve the extension of Bid No. 0708-04 – Fencing Materials, Repair, and Installation with Commercial Fence and Ironworks, Inc., for the third renewal period of July 1, 2010 through June 30, 2011.

#### **EXTENSION OF AGREEMENT**

#### BETWEEN

#### CAPISTRANO UNIFIED SCHOOL DISTRICT

#### AND

#### COMMERCIAL FENCE AND IRONWORKS, INC.

Bid No. 0708-04 – Fencing Materials, Repair and Installation called for an original contract period of July 1, 2007 through June 30, 2008, with an option to extend the contract in four 12-month increments for an option period not to exceed 48 consecutive months as allowed by California Education Code 17596.

The contract with Commercial Fence and Ironworks, Inc., pursuant to Bid No. 0708-04, shall be extended an additional 12 months, for the period July 1, 2010, through June 30, 2011 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2010.

Except as set forth in this Extension Agreement, and Board approved on June 25, 2007, all other terms of the contract remain in full force and effect.

#### **DISTRICT**

#### **CONTRACTOR**

Capistrano Unified School District

**Commercial Fence and Ironworks, Inc.** 

Ву:	By:
Signature	Signature
Terry Fluent	Print Name
Director, Purchasing	Title
Date:	Date:



# BOARD OF

ANNA BRYSON President

KEN LOPEZ-MADDOX Vice President

JACK R. BRICK Cierk

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LARRY J. CHRISTENSEN

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MICHAEL S. WINSTEN

#### INTERIM SUPERINTENDENT

BOBBI MAHLER, Ed. D.

# Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9441/FAX 493-4083

March 1, 2010

VIA FAX: 562-864-5554 VIA U.S. MAIL

Aaron Brown Vice President Commercial Fence and Ironworks, Inc. 12336 Front Street Norwalk, CA 90650

Subject: Bid No. 0708-04 – Fencing Materials, Repair, and Installation

Dear Mr. Brown:

Your current contract for supplies to the Capistrano Unified School District, as referenced above, will expire on June 30, 2010.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period July 1, 2010 through June 30, 2011. A copy of your current contract pricing is enclosed for your review. Please provide your proposed pricing on the enclosed form. Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Friday, March 19, 2010.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9437.

Sincerely,

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Vicki Byers Buyer/Planner, Purchasing

DRUG USE IS LIFE ABUSE

enc.

John Forney, Director, Construction

c:

EXHIBIT B (1 of 3)



2009-2010 Capistrano Unified School District

# **BID PRICE SHEET**

Successful bid to be determined by the following weighted percentages based upon projected district usage:

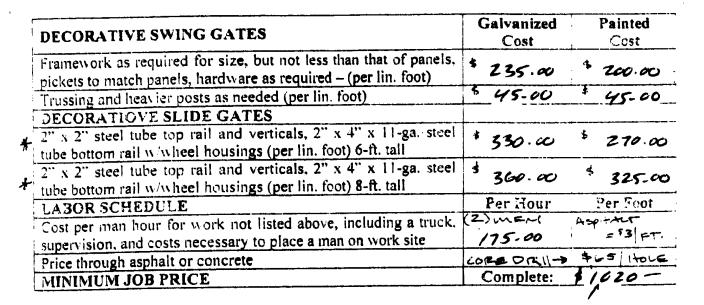
- Chain Link: 4-ft. 15%; 6-ft. 30%; 8-ft. 15%; 10-ft. 10%
- Decorative Flat Top: 30% ٠

CHAIN LINK FENCING – Fencing prices are to include all materials and labor.	Per Foot	Termination
Basic price for 4-ft. high fence	Cost	Cost
Basic price for 6-ft. high fence	18.00	190.00
Basic price for 8-ft. high fence	19.25	220.00
Basic price for 10-ft. high fence	23.25	250.00
	35.25	375.00
CHAIN LINK GATES	Per Foot	Termination
Basic price for each 4-ft. high by 4-ft. wide	Cost	Cost
Basic price per additional foot in width	82.00	102.00
Price per each additional foot in height	9.50	14.00
	22.00	14.00
TEMPORARY CHAIN LINK FENCING	Per Foot	N/A
Basic price for 6-ft. on pedestals	Cost	
DECORATIVE FLAT-TOP FENCING - Fencing prices are	+	N/A
to include all materials and labor.		Painted
Basic price for 5 ft. at 94"	Cost	Cust
Basic price for 5 ft. at 118"	51.70	5 37.25
Basic price for 6 ft. at 94"		1 35-00
Basic price for 6' at 118"	55-20.	\$ 40.00
Basic price for 7 ft. at 94"	\$ 53.00	\$ 37.25,
Basic price for 7' at 118"	\$ 64.50	40.00
Basic price for 8 ft. at 94"	\$ 63.00	+ 43.50
Basic price for 8 ft. at 118"	2 60.20	\$ 50.00
	\$ 68.00	\$ 50.00
Rails – 1 1/2" x 1 1/2" 14-ga. steel tube at 94"		
Pickets - 3/4" x 3/4" 16-ga. steel tube, 4 3/4" OC		
Posts $-2$ " x 2" 14-ga. steel tube w/pressed steel cap, spaced at 8 ft. OC	\$1481=A	\$ 130/ EA
Posts - 2" x 2" 14-ga. steel tube w/pressed steel cap, spaced at 10 ft. OC	\$ 190/ EA.	1/30 (EA.
Posts – 2" x 2" 11-ga. steel tube w/pressed steel cap, spaced at 8 ft. OC	\$ 1481 = A \$ 190/ = A \$ 172/ = A \$ 172/ = A	\$ 160/E.L.
Posts – 2" x 2" 11-ga. steel tube w/pressed steel cap, spaced at 10 ft. OC	\$ 172/EA	\$ /60/ E.A.

Bid Frith 2

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## COMMERCIAL FENCE & IRON WORKS, INC. 50



Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.

4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by the

INCLOSES CONCRETE GROUND

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COMMERCIAL FENCE & IRON WORKS, INC. 12336 Front Street NORMALK, CA 90050 (562) 364-1324



# **COMMERCIAL FENCE & IRON WORKS**

A Professional Fence Contractor

March 4, 2010

- To: Capistrano Unified School District
- Attn: Vicki Byers

Re: Bid No. 0708-04 Fencing Materials, Repair, and Installation

Dear Ms. Byers

Thank you for the continued opportunity to provide fencing services to your district. I received your letter dated March 1, 2010 regarding the renewal of our fencing contract and I fully understand the current fiscal crisis being faced by all of us in California.

Last year, during an unprecedented steel pricing increase, we were asked by you to provide contract pricing and to reduce our costs if possible in order to retain the contract. As a gesture of good faith, we were able to reduce pricing through June 29, 2010.

Your current letter states that "financial consideration shall be part of the determination by the Board of Trustees." <u>Commercial Fence would like to continue working with Capistrano Unified</u> School District and will provide revised pricing for the upcoming contract year (see attached).

Please understand however, that we will not be able to continually lower our prices every year. We hope that our professionalism, responsiveness, and past performance will be determining factors in future contracts.

Thank you again for the great opportunity, we look forward to working with you in the near future.

Sincerely,

lan Bu

A.J. Brown Vice President

<u>12336 Front Street</u> Norwalk, Ca 90650 ph. 562-864-1824 fx. 562-864-5554

# CAPISTRANO UNIFIED SCHOOL DISTRICT

Bid No. 0708-04 - Fencing Materials, Repair and Installation

### PRICING July 1, 2010 – June 30, 2011

# Weighted percentages based upon projected district usage:

- Chain Link: 4-ft. 15%; 6-ft. 30%; 8-ft. 15%; 10-ft. 10%
  - Decorative Flat Top: 30%

CHAIN LINK FENCING – Fencing prices are to include all materials and labor. Basic price for 4-ft. high fence	Per Foot Cost	Termination
Basic price for 6-ft. high fence	17.50	Cost
Basic price for 8-ft. high fence	18.95	190.00
Basic price for 10-ft. high fence	23.00	
	35.00	242.00
CHAIN LINK GATES	Per Foot	370.00 Termination
Basic price for each 4-ft. high by 4-ft. wide	Cost	Cost
Basic price per additional foot in width	80.00	175.00
Price per each additional foot in height	9.00	13.70
	21.20	13.70
TEMPORARY CHAIN LINK FENCING	Per Foot	
Basic price for 6-ft. on pedestals	Cost	N/A
DECORATIVE ELAT TOD EENONIG		N/A
DECORATIVE FLAT-TOP FENCING - Fencing prices are to include all materials and labor.	Galvanized	Painted
Basic price for 5 ft. at 94"	Cost	Cost
Basic price for 5 ft. at 118"	51.00	36.00
Basic price for 6 ft. at 94"	46.00	34-20
Basic price for 6' at 118"	55.00	39.20
Basic price for 7 ft. at 94"	52.00	37.00
Basic price for 7' at 118"	64.00	47.00
Basic price for 8 ft. at 94"	63.00	42.00
Basic price for 8 ft. at 118"	67.00	50.00
Rails $-1 \frac{12}{2}$ " x 1 $\frac{12}{2}$ " 14-ga. steel tube at 94"	67-00	50.00
Pickets - ¾" x ¾" 16-ga. steel tube, 4 ¾" OC		/
$rate = 2'' \times 2'' + 4 = 10$ -ga. steel tube, 4 44" OC		~
Posts - 2" x 2" 14-ga. steel tube w/pressed steel cap, spaced at 8 t. OC	145 /EA	REJEA
osts - 2" x 2" 14-ga, steel tube w/pressed steel cap, spaced at 0 ft. OC	140/6A	128/EA 121/EA
osts - 2" x 2" 11-ga. steel tube w/pressed steel cap, spaced at 8 OC	168/EA	155/EA
osts - 2" x 2" 11-ga. steel tube w/pressed steel cap, spaced at	/ /	13774

### Commercial Fence & Iron Works 7 - <sup>11</sup> -

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# CAPISTRANO UNIFIED SCHOOL DISTRICT

Bid No. 0708-04 - Fencing Materials, Repair and Installation

## PRICING July 1, 2010 – June 30, 2011

# Weighted percentages based upon projected district usage:

- Chain Link: 4-ft. 15%; 6-ft. 30%; 8-ft. 15%; 10-ft. 10% .
- Decorative Flat Top: 30%

DECORATIVE SWING GATES	Galvanized	Painted
Framework as required for size, but not less than that of panels, pickets to match panels, hardware as more less than that of panels,	Cost	Cost
	220.00	190.00
	30.00	
DECORATIOVE SLIDE GATES		30.00
2" x 2" steel tube ton rail and votically all the		
	315.00	240.00
A A SUCCI LUDE TOD TRIL and suggingele and the		
	350.00	77 6 4
ABON SCHEDULE		325-00
Ost per man hour for work and line to	Per Hour	Per Foot
Cost per man hour for work not listed above, including a truck, supervision, and costs necessary to place a man on work site	160/HR	
rice through asphalt or concrete		\$ 3/FT.
ATATA TIL TOD DD TO	CORE DRILL	\$ 25-11-14
MINIMUM JOB PRICE		\$ 35/HOIE
	Complete:	\$1000-

**Commercial Fence & Iron Works** 

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

May 11, 2010

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

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

#### SUBJECT: APPROVAL: EXTENSION OF BID NO. 0607-06 – OUTSOURCE TRANSPORTATION SERVICE – AMERICAN LOGISTICS COMPANY, LLC FOR 2010/11

#### **BACKGROUND INFORMATION**

At the September 11, 2006, Board meeting, Bid No. 0607-06 – Outsource Transportation Service was awarded to American Logistics Company, LLC for the 2006/07 school year. This service provides individualized supplemental door-to-door transportation when the District cannot accommodate using its own school buses. The contract provides services for those students who require transportation, door-to-door to and from their homes to a particular school. This bid called for the original contract term of September 12, 2006 through June 30, 2007, with four (4) one-year renewal periods, at the option of the Board of Trustees. This renewal period may not exceed 48 months as allowed by California Education Code 17596.

At the June 25, 2007, Board meeting, the Board exercised the option to extend the contract for the first renewal period of July 1, 2007 through June 30, 2008, at the same prices. The terms and conditions remained the same as the original agreement.

At the May 12, 2008, Board meeting, the Board exercised the option to extend the contract for the second renewal period of July 1, 2008 through June 30, 2009, at the same prices. The terms and conditions remained the same as the original agreement.

At the May 11, 2009, Board meeting, the Board exercised the option to extend the contract for the third renewal period of July 1, 2009 through June 30, 2010, at the same prices and issued a credit of \$1,260.00 in lieu of providing a performance bond. The terms and conditions remain the same as the original contract. The pricing on this contract has not increased since its inception in 2006.

The expenditures under this contract for outsource transportation service districtwide total \$74,575.94 for 2007/08, \$131,877.50 for 2008/09 and \$152,430, to date, for 2009/2010.

Extension of Bid No. 0607-06 – Outsource Transportation Service American Logistics Company, LLC for 2010/11 May 11, 2010 Page 2

#### **CURRENT CONSIDERATIONS**

This agenda item seeks approval to extend Bid No. 0607-06 – Outsource Transportation Service for the fourth and final renewal period of July 1, 2010 through June 30, 2011.

In light of the current fiscal crisis, a letter was sent to the contractor along with their current prices requesting the company submit reduced costs for the 2010/11 renewal period as shown in Exhibit B.

The contractor will extend the contract for the next 12 months at the same prices, terms and conditions as the original agreement, Exhibit C.

Upon Board approval, Exhibit A shows the Extension Agreement between Capistrano Unified School District and American Logistics Company, LLC for the period July 1, 2010 through June 30, 2011.

#### FINANCIAL IMPLICATIONS

Funding will come from the appropriate accounts.

#### **STAFF RECOMMENDATION**

It is respectfully requested that the Board of Trustees approve the extension of Bid No. 0607-06 – Outsource Transportation Service with American Logistics Company, LLC for the fourth and final renewal period of July 1, 2010 through June 30, 2011.

#### **EXTENSION OF AGREEMENT**

#### **BETWEEN**

#### CAPISTRANO UNIFIED SCHOOL DISTRICT

#### AND

#### AMERICAN LOGISTICS COMPANY, LLC

Bid No. 0607-06 – Outsource Transportation Service called for an original contract period of September 12, 2006 through June 30, 2007, with an option to extend the contract in four 12-month increments for an option period not to exceed 48 consecutive months as allowed by California Education Code 17596.

The contract with American Logistics Company, LLC, pursuant to Bid No. 0607-06, shall be extended an additional 12 months, for the period July 1, 2010 through June 30, 2011, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2010.

Except as set forth in this Extension Agreement, and Board approved on September 11, 2006, all other terms of the contract remain in full force and effect.

#### **DISTRICT**

#### **CONTRACTOR**

Capistrano Unified School District

American Logistics Company, LLC

Ву:	By:
Signature	Signature
Terry Fluent	
	Print Name
Director, Purchasing	
	Title
Date:	Date:



BOARD OF

ANNA BRYSON President

KEN LOPEZ-MADDOX Vice President

JACK R. BRICK Clerk

ELLEN M. ADDONIZIO

LARRY J. CHRISTENSEN

SUE PALAZZO

MICHAEL S. WINSTEN

#### INTERIM SUPERINTENDENT

BOBBI MAHLER, Ed. D.

# Capistrano Unified School District

33122 Valle Road, San Juan Capistrano, CA 92675

Excellence in Education

Telephone (949) 234-9441/FAX 493-4083

March 1, 2010

VIA FAX: 714-891-2502 VIA U.S. MAIL

Craig Puckett President American Logistics Company, LLC 520 West Dyer Road Santa Ana, CA 92707

## Subject: Bid No. 0607-06 – Outsource Transportation Service

Dear Mr. Puckett:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2010.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period July 1, 2010 through June 30, 2011. A copy of your current contract pricing is enclosed for your review. Please provide your proposed pricing on the enclosed form. Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Friday, March 19, 2010.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

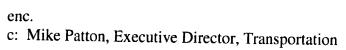
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Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9437.

Sincerely. Jers 1

Vicki Byers Buyer/Planner, Purchasing



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EXHIBIT B



MANAGING PASSENGER TRANSPORTATION

March 10<sup>th</sup>, 2010

VIA U. S. MAIL VIA Fax: 949-493-4083

Vicki Byers Buyer/Planner, Purchasing Capistrano Unified School District 33122 Valle Road, San Juan Capistrano, CA 92675

#### Subject: Bid No. 0607-06- Outsource Transportation Service

#### Dear Ms. Byers,

We received your request to extend the current contract with ALC for the renewal period of July 1, 2010 through June 30, 2011. We have filled out the requested document and attached it accordingly. ALC does want to extend this contract for an additional 12 months.

ALC is well aware of the financial crisis that all districts including Capistrano are currently facing in the State of California. ALC has always given the best and lowest pricing to the districts we serve in our own local back yard. You were given that pricing in past years as we have not gone up in pricing, and you will continue to receive this same pricing going forward for the next year. We at ALC look forward to continued work and success with Capistrano Unified.

If you have any questions, please contact me at (866)999-3371 ext. 222.

Sincerely,

Craig Puckett President

Enc. C: Mike Patton, Executive Director, Transportation

## CAPISTRANO UNIFIED SCHOOL DISTRICT

Bid No. 0607-06 - Outsource Transportation Service

#### CURRENT PRICING July 1, 2009 – June 30, 2010 Prices

Minimum Trip Charge Cost Per Mile Waiting Time – Meter Charge Charge for Cancelled Trip Lead Time to Schedule \$37.50
\$ 2.50
\$50.00
No Charge (3 hour notice)
24 Hours/Same Day on Space Available Basis

#### UNIT PRICES

Type of Transport	Originator Fee	Labor	Mileage
Up to 3 passengers	\$35.00 fixed	\$50.00 per hour	\$2.50 per mile
Up to 7 passengers	\$35.00 fixed	\$50.00 per hour	\$2.50 per mile
Up to 3 passengers wheelchair capable Van	\$35.00 fixed	\$50.00 per hour	\$2.50 per mile

#### PRICING July 1, 2010 – June 30, 2011 Prices

Minimum Trip Charge

Cost Per Mile

Waiting Time - Meter Charge

Charge for Cancelled Trip Lead Time to Schedule \$3.7.50 \$ Z.50 \$ 50.00 No charge (3 hour notice) Z4 Hours/Same Day on Space Available Busis

#### UNIT PRICES

Type of Transport	Originator Fee	Labor	Mileage
Up to 3 passengers	\$3500 Fixed	\$ 50.00 per har	2.50 permile
Up to 7 passengers	\$35.°Fixed	\$ 50. per hour	5750 prmile
Up to 3 passengers wheelchair capable Van	\$35,00 Fixed	\$50,00 pe hour	*2. pr m, le

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

#### May 11, 2010

- TO: Anna Bryson, President and Members Board of Trustees, Capistrano Unified School District
- FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services

#### SUBJECT: APPROVAL: EXTENSION OF BID NO. 0708-07 – MOVEMENT OF RELOCATABLE BUILDINGS - PACIFIC MOBILE HOME CONSTRUCTION, INC. FOR 2010/11

#### **BACKGROUND INFORMATION**

At the June 25, 2007, Board meeting, Bid No. 0708-07 – Movement of Relocatable Buildings was awarded to Pacific Mobile Home Construction, Inc. for the 2007/08 school year. This bid called for an original contract term of July 1, 2007 through June 30, 2008, with four (4) one-year renewal periods, at the option of the Board of Trustees. The renewal period may not exceed 48 months, as allowed by California Education Code 17596.

At the May 12, 2008, Board meeting, the Board exercised the option to extend the contract for the first renewal period of July 1, 2008 through June 30, 2009, at the same prices, terms and conditions as the original agreement.

At the May 11, 2009, Board meeting, the Board exercised the option to extend the contract for the second renewal period of July 1, 2009 through June 30, 2010, with discounted prices for various services. The terms and conditions remain the same as the original agreement.

The expenditures under this contract for the movement and reconfiguration of relocatable buildings districtwide total \$318,177.33 for 2007/08, \$287,972.33 for 2008/09 and \$156,624.77, to date, for 2009/10.

#### CURRENT CONSIDERATIONS

This agenda item seeks approval to extend Bid No. 0708-07 – Movement of Relocatable Buildings for the third renewal period July 1, 2010 through June 30, 2011.

In light of the current fiscal crisis, a letter was sent to the contractor along with their current prices requesting the company submit reduced costs for the 2010/11 renewal period as shown in Exhibit B.

#### Extension of Bid No. 0708-07 – Movement of Relocatable Buildings Pacific Mobile Home Construction, Inc. for 2010/11 May 11, 2010 Page 2

Pacific Mobile Home Construction, Inc. will extend the contract for the next 12 months at the same prices, Exhibit C. The terms and conditions remain the same as the original agreement.

Upon Board approval, Exhibit A shows the Extension Agreement between Capistrano Unified School District and Pacific Mobile Home Construction, Inc. for the period July 1, 2010 through June 30, 2011.

#### FINANCIAL IMPLICATIONS

Funding will come from the deferred maintenance, routine restricted maintenance, CFD, modernization accounts and site funds.

#### STAFF RECOMMENDATION

It is respectfully requested that the Board of Trustees approve the extension of Bid No. 0708-07 – Movement of Relocatable Buildings with Pacific Mobile Home Construction, Inc., for the third renewal period of July 1, 2010 through June 30, 2011.

#### **EXTENSION OF AGREEMENT**

#### BETWEEN

#### **CAPISTRANO UNIFIED SCHOOL DISTRICT**

#### AND

#### PACIFIC MOBILE HOME CONSTRUCTION, INC.

Bid No. 0708-07 – Movement of Relocatable Buildings called for an original contract period of July 1, 2007 through June 30, 2008, with an option to extend the contract in four 12-month increments for an option period not to exceed 48 consecutive months as allowed by California Education Code 17596.

The contract with Pacific Mobile Home Construction, Inc., pursuant to Bid No. 0708-07, shall be extended an additional 12 months, for the period July 1, 2010, through June 30, 2011 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2010.

Except as set forth in this Extension Agreement, and Board approved on June 25, 2007, all other terms of the contract remain in full force and effect.

#### **DISTRICT**

#### **CONTRACTOR**

Capistrano Unified School District

**Pacific Mobile Home Construction, Inc.** 

By:	_ By:
Signature	Signature
Terry Fluent	
	Print Name
Director, Purchasing	
	Title
Date:	Date:



BOARD OF

ANNA BRYSON President

KEN LOPEZ-MADDOX Vice President

JACK R. BRICK Clerk

ELLEN M. ADDONIZIO

LARRY J. CHRISTENSEN

SUE PALAZZO

MICHAEL S. WINSTEN

#### INTERIM SUPERINTENDENT

BOBBI MAHLER, Ed. D.

# Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9441/FAX 493-4083

March 1, 2010

VIA FAX: 951-737-5552 VIA U.S. MAIL

Carlos R. Padilla President Pacific MH Construction, Inc. 13551 Magnolia Avenue Corona, CA 91719

### Subject: Bid No. 0708-07 – Movement of Relocatable Buildings

Dear Mr. Padilla:

Your current contract for supplies to the Capistrano Unified School District, as referenced above, will expire on June 30, 2010.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period July 1, 2010 through June 30, 2011. A copy of your current contract pricing is enclosed for your review. Please provide you proposed pricing on the enclosed form. Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Friday, March 19, 2010.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

ities of

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9437.

Sincerely,

Befere

Vicki Byers Buyer/Planner, Purchasing



enc.

John Forney, Director, Construction

c:

EXHIBIT B



CONSTRUCTION, INC. MANUFACTURED HOME AND MODULAR SERVICE

March 8, 2010

Ms. Terry Fluent Capistrano Unified School District Purchasing Department 33122 Valle Road San Juan Capistrano, CA 92675



#### RE: BID NO. 0708-07 - MOVEMENT OF RELOCATABLE BUILDINGS

Dear Ms. Fluent:

Pursuant to your letter dated March 1, 2010 Pacific MH Construction Inc. would like to extend our contract with Capistrano Unified School District for and additional 12 month period at the discounted terms and conditions implemented in the 2009/2010 matrix.

With the current rise in out material costs, the anticipation of an increase in the prevailing wage rate, and other overheads cost such as insurance, this economic state is still proving to be the most difficult we have experienced. As previously stated we will not be able to decrease the rates, but understanding your position as well we will not submit and increase. Working together we will all prevail in these testing times.

Upon your review, please feel free to contact me with questions or just to discuss. We appreciate your business and appreciate the opportunity to continue. Again, if you have any questions feel free to contact me at (951) 737-8277.

Sincerely, os R. Padilla

enclosure

#### EXHIBIT C (1 of 4)

#### CAPISTRANO USD BID NO. 0708-07 MOVEMENT OF RELOCATABLE BUILDINGS

		2009/2010	2010/2011
1	<b>TEAR DOWN, TRANSPORT, AND</b> <b>RE-SET:</b> Moving relocatable classroom building from any site in the CAPO USD to any other site located within the district and placing on new wood foundation complete per D.S.A. specifications. 12 X 40	4,074.00	4,074.00
2	14 X 40	4,365.00	4,365.00
3	24 X 40	6,014.00	6,014.00
4	32 X 60	14,550.00	14,550.00
5	40 X 48	11,155.00	11,155.00
	<b>TEAR DOWN, TRANSPORT, AND</b> <b>PLACE ON CRIB:</b> Moving relocatable classroom building from any site in the CAPO USD to any other site located within the district and placing on a single crib for storage.		
6	12 X 40	1,794.50	1,794.50
7	14 X 40	1,988.50	1,988.50
8	24 X 40	3,589.00	3,589.00
9	32 X 60	8,730.00	8,730.00
10	40 X 48	6,208.00	6,208.00
11	TRANSPORT FROM STORAGE AND RE-SET: Moving relocatable classroom building from any site in the CAPO USD to any other site located within the district and re-set. 12 X 40	3,104.00	3,104.00
12	14 X 40	3,201.00	3,201.00
13	24 X 40	4,753.00	4,753.00
14	32 X 60	8,730.00	8,730.00
15	40 X 48	7,566.00	7,566.00

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#### CAPISTRANO USD BID NO. 0708-07 MOVEMENT OF RELOCATABLE BUIL<u>DINGS</u>

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		2009/2010	2010/2011
	REMOVE COMMON PAD FROM REMAINING BUILDINGS, SUPPLY TREATED LUMBER, AND CONSTRUCT 40' OF STEM WALL WITH SKIRTING AND VENTS-SKIRTING TOBE PAINTED:		
16	40' STEM WALL MISC. ITEMS	1,115.50	1,115.
			· · · · · · · · · · · · · · · · · · ·
17	REVERSE LOAD	97.00	97.
18	SIDE LOAD	169.75	169.
19	8' CLOSURE PANELS FOR 2' OR 3' SEPARATIONS	227.13	227.
20	1" SQUARE TUBE HAND RAIL - PRIMED/PAINTED	57.72	57.
21	METAL RAMPS WITH HAND RAIL (12' SECTION)	2,139.00	2,139.
22	7' X 6' METAL PLATFORMS WITH HAND RAILS	1,188.49	1,188.
23	7' X 11' METAL PLATFORM WITH HAND RAIL	1,895.91	1,895.
24	5' X 9' SWITCH BACK LANDING WITH HAND RAIL	1,838.64	1,838.
25	REMOVE WALL (1/2" DRYWALL BOTH SIDES)	141.47	141.4
26	ADD WALL (1/2" DRYWALL BOTH SIDES)	139.53	139.
27	R & R DOOR (STANDARD METAL) SUPPLIED BY CONTRACTOR	1,441.66	1,441.
28	ADD DOOR (STANDARD METAL) - SUPPLIED BY CONTRACTOR	1,587.84	1,587.8
29	R & R WINDOW (4' X 8') - SUPPLIED BY CONTRACTOR	1,542.79	1,542.
30	ADD WINDOW (4' X 8') - SUPPLIED BY CONTRACTOR	1,741.15	1,741.1
31	R & R SIDING (T1-11 X 5/8") - SUPPLIED BY CONTRACTOR	9.22	9.2
32	R & R STAIRS - SUPPLIED BY CONTRACTOR	113.05	113.0
33	ADD STAIRS - SUPPLIED BY CONTRACTOR	113.05	113.0
34	R & R FRP MERLITE BOARD	72.75	72.7
35	R & R TACK BOARD IN SIDE WALLS	121.25	121.2
36	REMOVE AND DISPOSE OF RAMPS (4' X 12') AND LANDING (6' X 7')	291.00	291.0
37	REMOVE AND REPLACE RAIN GUTTERS	12.13	12.1
38	INSTALL DOWN DOWN SPOUTS	63.05	63.0
39	INSTALL 2" ALUMINUM METAL ON CARPET SEAMS AT MOD LINES EXHIBIT C	4.37	4.3

#### CAPISTRANO USD BID NO. 0708-07 MOVEMENT OF RELOCATABLE BUILDINGS

			1
		2009/2010	2010/2011
40	REPLACE SUB-FLOOR WITH 1 /1/8" PLYWOOD		
40		286.15	286.15
41	INSTALL/REPLACE CEILING TILES	10.19	10.19
42	INSTALL/REPLACE COVE MOLDING	7.28	7.28
42	FIRE RISER CAGE WITH DOOR, LOCKABLE WITH PAD LOCKS IN 2 PLACES. 3/4" SQ TUBE FRAME WITH EXPANDED METAL SCREENING, PRIMED, PAINTED, AND INSTALLED. COLOR SELECTED BY DISTRICT.		
43	24" X 30" X 108"	1,701.91	1,701.91
44	PAINTING, INCLUDING BUT NOT LIMITED TO: SIDING, DOORS, STAIRS, WALLS, HAND RAILS, AND RAMPS:		
44	FOREMAN	64.05	64.05
45	LABORER	55.65	55.65
46	REPAIRS, INCLUDING BUT NOT LIMITED TO: SIDING, WINDOWS, DOORS, STAIRS, WALLS, WALL COVERINGS, T-BAR, AND FLOORING: FOREMAN	64.05	64.05
47	LABORER	55.65	55.65
48	CRANE:** ACCESSORY TRUCK	480.00	480.00
40	70 TON CRANE (EXCLUDES FUEL		
49		360.00	360.00
50	90 TON CRANE (EXCLUDES FUEL CHARGE)*	395.00	395.00
51	150 TON CRANE (EXCHANGE FUEL CHARGE)*	425.00	425.00

\* REQUIRES 2 ACCESSORY TRUCK

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

May 11, 2010

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

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

#### SUBJECT: APPROVAL: EXTENSION OF BID NO. 0708-11 – PAINTING – PRIME PAINTING CONTRACTORS, INC. FOR 2010/11

#### **BACKGROUND INFORMATION**

At the June 25, 2007, Board meeting, Bid No. 0708-11 – Painting was awarded to Prime Painting Contractors, Inc. for the 2007/08 school year. This bid called for an original contract term of July 1, 2007 through June 30, 2008, with four (4) one-year renewal periods, at the option of the Board of Trustees. The renewal period may not exceed 48 months, as allowed by California Education Code 17596.

At the May 12, 2008, Board meeting, the Board exercised the option to extend the contract for the first renewal period of July 1, 2008 through June 30, 2009 at the same prices. The terms and conditions remain the same as the original agreement.

At the May 11, 2009, Board meeting, the Board exercised the option to extend the contract for the second renewal period of July 1, 2009 through June 30, 2010 at reduced prices. The terms and conditions remain the same as the original agreement.

The expenditures under this contract for routine repair and maintenance projects districtwide total \$158,000 for 2007/08, \$81,626 for 2008/09 fiscal year and \$3,450, to date, for 2009/10.

#### **CURRENT CONSIDERATIONS**

This agenda item seeks approval to extend Bid No. 0708-11 – Painting for the third renewal period July 1, 2010 through June 30, 2011.

In light of the current fiscal crisis, a letter was sent to the contractor along with their current prices requesting the company submit reduced costs for the 2010/11 renewal period as shown in Exhibit B.

#### Extension of Bid No. 0708-11 – Painting Prime Painting Contractors, Inc. for 2010/11 May 11, 2010 Page 2

The contractor will extend the contract for the next 12 months and has offered reduced prices. The terms and conditions remain the same as the original agreement, Exhibit C.

Upon Board approval, Exhibit A shows the Extension Agreement between Capistrano Unified School District and Prime Painting Contractors, Inc. for the period July 1, 2010 through June 30, 2011.

#### FINANCIAL IMPLICATIONS

Funding will come from the deferred maintenance, routine restricted maintenance, CFD, modernization accounts and site funds.

#### **STAFF RECOMMENDATION**

It is respectfully requested that the Board of Trustees approve the extension of Bid No. 0708-11 with Prime Painting Contractors, Inc., for the third renewal period of July 1, 2010 through June 30, 2011.

#### **EXTENSION OF AGREEMENT**

#### **BETWEEN**

#### CAPISTRANO UNIFIED SCHOOL DISTRICT

#### AND

#### PRIME PAINTING CONTRACTORS, INC.

Bid No. 0708-11 – Painting called for an original contract period of July 1, 2007 through June 30, 2008, with an option to extend the contract in four 12-month increments for an option period not to exceed 48 consecutive months as allowed by California Education Code 17596.

The contract with Prime Painting Contractors, Inc., pursuant to Bid No. 0708-11, shall be extended an additional 12 months, for the period July 1, 2010, through June 30, 2011 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2010.

Except as set forth in this Extension Agreement, and Board approved on June 25, 2007, all other terms of the contract remain in full force and effect.

#### **DISTRICT**

#### **CONTRACTOR**

Capistrano Unified School District

**Prime Painting Contractors, Inc.** 

By:	By:	
Signature	Signature	
Terry Fluent		
	Print Name	
Director, Purchasing		
	Title	
Date:	Date:	



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# Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9441/FAX 493-4083

March 1, 2010

VIA FAX: 818-833-3109 VIA U.S. MAIL

Bobby Tsangaris Treasurer/CFO Prime Painting Contractors, Inc. 17033 Gledhill Street Northridge, CA 91325

Subject: Bid No. 0708-11 - Painting

Dear Mr. Tsangaris:

Your current contract for supplies to the Capistrano Unified School District, as referenced above, will expire on June 30, 2010.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period July 1, 2010 through June 30, 2011. A copy of your current contract pricing is enclosed for your review. Please provide your proposed pricing on the enclosed form. Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Friday, March 19, 2010.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9437.

Sincerely.

Evers

Vicki Byers // Buyer/Planner, Purchasing



enc. c: John Forney, Director, Construction

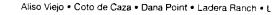


EXHIBIT B (1 of 2) Bid No 0708-11 PAINTING )

2009-2010

#### BID PRICE SHEET

#### MATERIALS

Manufacturer	Product	1 celles	
Dunn Edwards	Acousticote	1-gallon	5-gailon
Dunn Edwards	Vinyl Unicote Primer	14 -	72:
Dunn Edwards	Permagloss		45. 4
Dunn Edwards	Acriflat	<u></u>	10 -
Dunn Edwards	Enduracryl	18 ==	46 =
Dunn Edwards	Rancho House and Trimelose	25 =	125 =
Dunn-Edwards/ICI/Vista	Metal Primer	27 -	
Forrest Paint	Firm Foot Water-based Non-skid		175 =
	Diamond Finish	32	195 -
ICI	Cover Stain Primer, oil-based	19 -	160 22
ICI	Ultra-hide Lo-lustre enamel		75 =
ICI	Aqua Sash Gloss enamel.	20 =	105 ::
	Gripper Primer, water-based	18 =	103. 6
Vista Paint	Master-chem Hammerite		92
Vista Paint	Carefree Enamel, water-based		260
Vista Paint	Protec Enamel, oil-based		100 ==

#### LABOR

Hourly Rate (including all employer payments) - Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770 and 1773 and 1773.1

Painter, Lead Abatement	\$ 56 a	5	\$
Repaint and light Commercial Painter, Lead Abatement	\$ 52. 4	s	S

r		P	eriodie Wa	e Percenta	te Progress	lone	
CRAFT Apprentice	Hourty 1 <sup>#</sup> period	Hourty 2 <sup>nd</sup> period	Hourly 3 <sup>rd</sup> period	Hourty 4 <sup>th</sup> period	Hourty 5 <sup>th</sup> period	Hourty 6*	Hourty 7 <sup>th</sup>
Painter	\$ 24 #	\$ 26 £			1	period \$ 34. ==	period \$42

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all

**Bul Form 2** 

# PRIME PAINTING CONTRACTORS, INC.

03/18/10

Vicki Byers Buyer/Planner, Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 949.234.9441 (P) 949.493.4083 (F)

#### RE: BID PRICE SHEET - PAINTING BID NO. 0708-11

Dear Vicki,

This letter is to inform you that Prime Painting Contractors, Inc. wishes to renew our bid prices for the Capistrano Unified School District. Please accept the attached Bid Price Sheet for July 1, 2010 through June 30, 2011.

Respectfully, Bobby Tsangaris

Bobby Tsangaris CFO/Treasurer

> 17033 GLEDHILL STREET • NORTHRIDGE, CA • 91325 PHONE: 818-833-8866 • FAX: \$18-895-0906 PRIMEPTC@VERIZON.NET

> > EXHIBIT C (1 of 2)

#### CAPISTRANO UNIFIED SCHOOL DISTRICT

#### PAINTING - BID. NO. 0708-11

### **BID PRICE SHEET** July 1, 2010 – June 30, 2011

#### MATERIALS

Manufacturer	Product	1-gallon	5-gallon
Dunn Edwards	Acousticote	1 12.=	\$60.2
Dunn Edwards	Vinyl Unicote Primer	16	80
Dunn Edwards	Permagloss	17. =	85
Dunn Edwards	Acriflat	15.=	75. <b>-</b>
Dunn Edwards	Enduracryl	20.=	100.5
Dunn Edwards	Rancho House and Trim-gloss	Not Ava	
Dunn-Edwards/ICI/Vista	Metal Primer	22. =	110
Forrest Paint	Firm Foot Water-based Non-skid	32	160
ICI	Diamond Finish	25. =	125
ICI	Cover Stain Primer, oil-based	17. =	85. 🛎
IÇI	Ultra-hide Lo-lustre enamel	19.=	95. <del>2</del> -
ICI	Aqua Sash Gloss cnamel.	18. =	70, 2
ICI	Gripper Primer, water-based	16. =	80. =
Vista Paint	Master-chem Hammerite		225
Vista Paint	Carefree Enamel, water-based	16.=	80. =
Vista Paint	Protec Enamel, oil-based	20. =-	100

#### **LABOR**

Hourly Rate (including all employer payments) – Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770 and 1773 and 1773.1

Painter, Lead Abatement	× 49. =
Repaint and light Commercial Painter, Lead Abatement	\$ 49. =

	Periodic Wage Percentage Progressions						
CRAFT Apprentice	Hourly 1 <sup>st</sup> period	Hourly 2 <sup>nd</sup> period	Hourly 3 <sup>rd</sup> period	Hourly 4 <sup>th</sup> period	Hourly 5 <sup>th</sup> period	Hourly 6 <sup>th</sup> period	Houriy 7 <sup>th</sup> period
Painter	\$ 19. =	\$ 21. =	\$ 23.=	\$ 27. =	\$ 28.==-	8 29	<sup>8</sup> 37. <del>-</del>

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

May 11, 2010

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

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

#### SUBJECT: APPROVAL: EXTENSION OF BID NO. 0708-23 – FROZEN BEVERAGE SERVICE – BERKELEY STREET BEVERAGE COMPANY, INC.

#### **BACKGROUND INFORMATION**

On March 10, 2008, the Board of Trustees authorized advertising for bids for frozen beverage products. This bid was properly advertised and bid documents were distributed to three vendors; three vendors submitted a bid. As part of the bid process, vendors who submitted bids were asked to offer samples of their product at a frozen beverage taste test held at Niguel Hills Middle School. Twenty-four students and one teacher participated in the test. At the June 16, 2008 Board meeting, the Board of Trustees awarded Bid No. 0708-23 Frozen Beverage Service to Berkeley Street Beverage Company, Inc. The bid called for the agreement to commence June 17, 2010 through June 18, 2011 with two (2) one-year renewal periods, at the option of the Board of Trustees approved the first bid extension option to commence June 17, 2009 through June 18, 2010

The district has purchased approximately \$130,000 in frozen beverage service with Berkeley Street Beverage Company, Inc. from June 18, 2009 to date utilizing this bid.

Berkeley Street Beverage Company, Inc. has supplied the District with excellent customer service and quality products.

#### **CURRENT CONSIDERATIONS**

This agenda item seeks the approval to extend Bid No. 0708-23 – Frozen Beverage Service for the period June 19, 2010 through June 18, 2011.

In light of the current fiscal crisis and its impact on the District, the Purchasing Department sent a letter to the vendor along with their current pricing, requesting reduced costs for the 2010/2011 renewal period as shown in Exhibit B.

# **Extension of Bid No. 0708-23 Frozen Beverage Service** May 11, 2010

Page 2

The Berkeley Street Beverage Company, Inc. will extend the contract for the next 12 months holding the cost on the products that we purchase as shown in Exhibit C.

Upon Board approval, Exhibit A shows the Extension Agreement between Capistrano Unified School District and Berkeley Street Beverage Company, Inc. for the extension period June 19, 2010 through June 18, 2011.

# FINANCIAL IMPLICATIONS

Food and Nutrition Services remains self-funded with no direct impact on the District's General Fund.

# **STAFF RECOMMENDATION**

It is respectfully recommended that the Board of Trustees approve the extension of Bid No. 0708-23 – Frozen Beverage Service with Berkeley Street Beverage Company, Inc., for the renewal term June 19, 2010 through June 18, 2011, at the prices shown in Exhibit C.

## **EXTENSION OF AGREEMENT**

## **BETWEEN**

## **CAPISTRANO UNIFIED SCHOOL DISTRICT**

### AND

#### **BERKELEY STREET BEVERAGE COMPANY, INC.**

Bid No. 0708-23 - Frozen Beverage Service called for an original 12-month contract covering the period June 17, 2008 through June 16, 2009, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 months as allowed by the California Education Code 17596.

The contract with Berkeley Street Beverage Company, Inc. pursuant to Bid no. 0708-23, shall be extended covering the period June 17, 2010 through June 16, 2011, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2010.

Except as set forth in this Extension Agreement, and Board approved on June 16, 2008, all other terms of the contract remain in full force and effect.

### DISTRICT

### CONTRACTOR

Capistrano Unified School District Berkeley Street Beverage Company, Inc.

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

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

Terry Fluent\_\_\_\_\_

Director, Purchasing

Print Name

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

Title

Date:



# Capistrano Unified School District

33122 Valle Road, San Juan Capistrano, CA 92675

Excellence in Education

Telephone (949) 234-9441/FAX 493-4083

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MICHAEL S. WINSTEN

#### INTERIM SUPERINTENDENT

BOBBI MAHLER, Ed. D.

April 12, 2010

Berkeley Street Company, Inc. Ms. Christine Macgenn 1518 Berkley Street, Suite 1 Santa Monica, CA 90404

Subject:

Bid No. 0708-23 Frozen Beverage Service

Dear Ms. Macgenn:

Your current contract for Frozen Beverage Service to the Capistrano Unified School District, as referenced above, will expire on June 18, 2010.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period June 19, 2010 through June 18, 2011. A copy of your current contract pricing is enclosed for your review. Please provide your proposed pricing on the enclosed form. Should your company wish to extend your contract for an additional 12-month period, a letter stating your desire to extend and your proposed pricing on the enclosed form must be received in our office by Monday, April 19, 2010.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9505.

Sincerely,

Delilin Hennungen

Debbie Henningsen Buyer, Purchasing Department

enc.

DRUG USE IS

c: Dawn Davey, Director, Food and Nutrition Services

EXHIBIT B

(1 of 2)

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# **CAPISTRANO UNIFIED SCHOOL DISTRICT**

Frozen Beverage Service Berkeley Street Beverage Company June 19, 2010 through June 18, 2011 Bid No. 0708-23

Item	Pack & Size	Current Pricing	Proposed Price for 2010-2011
California 100% Fruit Juice Freezies-All Flavors	4/1 Gal	\$159.00/Cs Case yield 4,587 ounces, all flavors. \$0.034 per ounce of finished product	

.



March 19, 2009

Debbie Henningsen, Buyer, Purchasing Department San Juan Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675

RE: Bid No. 078-23 - Frozen Beverage Service

Dear Debbie,

We have enjoyed working with Capistrano Unified and we would very much like to have our contract renewed for the 2010 - 2011 school year. We received your letter requesting a price reduction during these challenging economic times; however, as per my conversation with you yesterday, Berkeley Street Beverage Company has itself been met with escalating prices in the juice markets.

In light of the fact that we reduced our case price by \$10.00 per case last year the best we can offer this year is to HOLD our price at \$159.00 per case for the 2010-2011 school year. This means that there will be <u>no price increase</u> and that your cost per ounce of finished product will be <u>maintained at \$0.034</u> for all of the California Freezie flavors.

ITEM	PACK AND SIZE	CURRENT PRICING	PROPOSED PRICE FOR 2010-2011
California 100% Fruit Juice Freezies, all Flavors	4/1 gal. (7:1 concentrate)	\$159.00 PER CASE Case yield 4587 ounces, all flavors \$0.034 per ounce of finished product	\$159.00 PER CASE Case yield 4587 ounces, all flavors \$0.034 per ounce of finished product

We understand that this <u>pricing will be held for the entire new school year (2010-2011)</u>, and will begin on June 19, 2010. We hope this works for you as we sincerely wish to continue servicing Capistrano Unified. We will look forward to hearing from you.

Best regards,

Wristine Margenn

Christine Macgenn, Owner



PO BOX 1400 \* SANTA MONICA CA 90406 \* USA \* PHONE: 310-453-2270 \* Fax: 310-453-2278 www.berkeleystreetbeverage.com 04/12/2010 13:34 9494934083

CAPO USD

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# CAPISTRANO UNIFIED SCHOOL DISTRICT

Frozen Beverage Service Berkeley Street Beverage Company June 19, 2010 through June 18, 2011 Bid No. 0708-23

Item	Pack & Size	Current Pricing	Proposed Price for 2010-2011
California 100% Fruit Juice Freezies-All Flavors	4/1 Gal	\$159.00/Cs Case yield 4,587 ounces, all flavors. \$0.034 per ounce of finished product	\$159.0% Case yield - 4587 ources 211-F/2001S \$0.0341 Fer 02.

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# CAPISTRANO UNIFIED SCHOOL DISTRICT San Juan Capistrano, California

May 11, 2010

 TO: Anna Bryson, President and Members Board of Trustees, Capistrano Unified School District
 FROM: Ronald N. Lebs, Deputy Superintendent, Business and Support Services
 SUBJECT: APPROVAL: EXTENSION OF BID NO. 0809-09 – AUDIO VISUAL EQUIPMENT – VARIOUS VENDORS

# **BACKGROUND INFORMATION**

On March 9, 2009, the Board of Trustees authorized advertising for bids for audio visual equipment. This bid was properly advertised and bid documents were distributed to thirty-nine vendors; fifteen bids were received. At the June 22, 2009, Board meeting, the Board of Trustees awarded Bid No. 0809-09 - Audio Visual Equipment to twelve different vendors on a line item basis. Advanced Procurement Sales; All Pro Sound; B&H Photo Video Pro-Audio; Broadcast Supply Worldwide; CCS Presentation Systems, Inc.; California Western Visuals; Camcor, Inc.; D&D Security Resources, Inc.; Digital Networks Group; School Specialty, Inc.; Troxell Communications, Inc. and Valiant IMC were each awarded a portion of the contract. The bid called for the agreement to commence July 1, 2009 through June 30, 2010, with two (2) one-year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

The District utilizes this bid to purchase standard audio visual equipment for site use on an as needed basis.

# CURRENT CONSIDERATIONS

This agenda item seeks approval to extend Bid No. 0809-09 – Audio Visual Equipment for the period July 1, 2010 through June 30, 2011 with All Pro Sound; B&H Photo Video Pro-Audio; CCS Presentation Systems, Inc.; California Western Visuals; Camcor, Inc.; D&D Security Resources, Inc.; School Specialty, Inc.; Troxell Communications, Inc. and Valiant IMC. Advanced Procurement Sales, Broadcast Supply Worldwide and Digital Networks Group have elected not to extend their contract for the 2010/11 school year.

In light of the current fiscal crisis, a letter was sent to all vendors along with their current prices requesting their company submit reduced costs for the 2010/11 renewal period, sample shown in Exhibit B.

# Approval – Extension of Bid No. 0809-09 Audio Visual Equipment – Various Vendors Page 2 May 11, 2010

VENDOR	2010/11 PRICING	<b>REPLACEMENT FOR DISCONTINUED ITEMS</b>
All Pro Sound	Reducing prices	Slight increase on new models
B&H Photo Video Pro- Audio	Holding prices	Slight increase on new models
CCS Presentation Systems, Inc.	Reducing prices	
California Western Visuals	Reducing prices	
Camcor, Inc.	Holding prices	Slight increases and decreases on new models
D&D Security Resources, Inc.	Reducing Prices	
School Specialty, Inc.	Holding prices	
Troxell	Holding prices	Slight increase on new models
Valiant IMC	Holding prices	

Overall, these vendors have provided quality products, on time delivery and a high level of customer service.

Upon Board approval, Exhibit A shows a sample of the Extension Agreement to be executed by All Pro Sound; B&H Photo Video Pro-Audio; CCS Presentation Systems, Inc.; California Western Visuals; Camcor, Inc.; D&D Security Resources, Inc.; School Specialty, Inc.; Troxell Communications, Inc. and Valiant IMC for the extension period July 1, 2010 through June 30, 2011.

# FINANCIAL IMPLICATIONS

Funding will be from the appropriate accounts.

# **STAFF RECOMMENDATION**

It is respectfully recommended that the Board of Trustees approve the extension of Bid No. 0809-09 – Audio Visual Equipment with All Pro Sound; B&H Photo Video Pro-Audio; CCS Presentation Systems, Inc.; California Western Visuals; Camcor, Inc.; D&D Security Resources, Inc.; School Specialty, Inc.; Troxell Communications, Inc. and Valiant IMC for the first renewal term of July 1, 2010 through June 30, 2011, at the prices shown in Exhibit C.

## **EXTENSION OF AGREEMENT**

## BETWEEN

## CAPISTRANO UNIFIED SCHOOL DISTRICT

#### AND

#### VENDOR

Bid No. 0809-09 – Audio Visual Equipment called for an original contract period of July 1, 2009 through June 30, 2010, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with **vendor** pursuant to Bid No. 0809-09, shall be extended an additional 12 months, for the period July 1, 2010, through June 30, 2011 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May, 11, 2010.

Except as set forth in this Extension Agreement, and Board approved on June 22, 2009, all other terms of the contract remain in full force and effect.

DISTRICT	CONTRACTOR	
Capistrano Unified School Dis	strict Vendor	
By:	By: Signature	
Terry Fluent	Print Name	_
Director, Purchasing	Title	_
Date:	Date:	-

March 1, 2010

Vendor

## Subject: Bid No. 0809-09 – Audio Visual Equipment

Dear Vendor:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2010.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period July 1, 2010 through June 30, 2011. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Friday, March 19, 2010.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9442.

Sincerely,

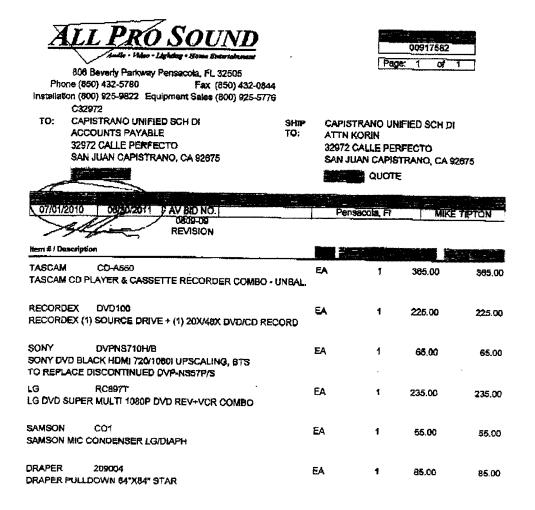
Korin Lawing Buyer, Purchasing

enc.

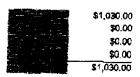
All PRO SOUND Fax: 8504320844 Apr 7 2010 10:37 947-473-4083 Kosin Lawing Apr 7,2010 10:37am P001/001

# **\*\*** Transmit Confirmation Report **\*\***

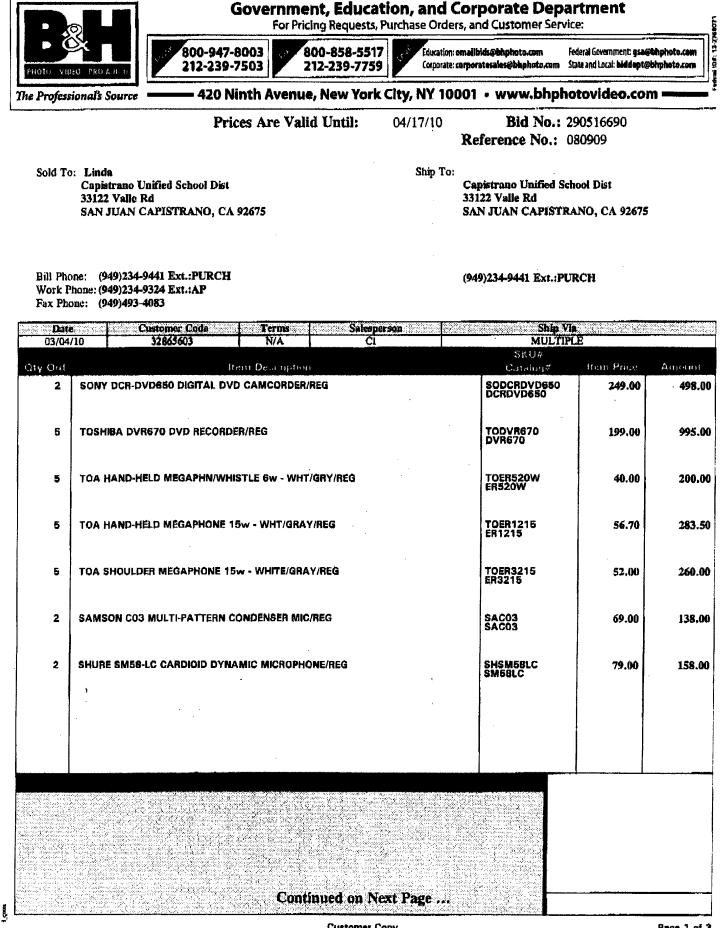
P.1 Apr 6 2010 01:56pm Line Number:1 ALL PRO SOUND Fax:8504320844 Page Name/Fax No. Mode Start Time Result Note 912623596056 0'55" 2 Normal 06.01:55pm \* 0 K



THANK YOU FOR ALLOWING US TO BE OF SERVICE TO YOU!!



FAX NO. 2122397509



## **Customer** Copy **EXHIBIT C** (2 of 22)

FAX NO. 2122397509

104:13-23



# Government, Education, and Corporate Department For Pricing Requests, Purchase Orders, and Customer Service:

800-947-8003 212-239-7503 800-212-

800-858-5517 212-239-7759

Education: email/bids@bhphoto.com Federal Government: gsa@bhphoto.com Corporate: corporatesates@bhphoto.com State and Local: biddept@bhphoto.com

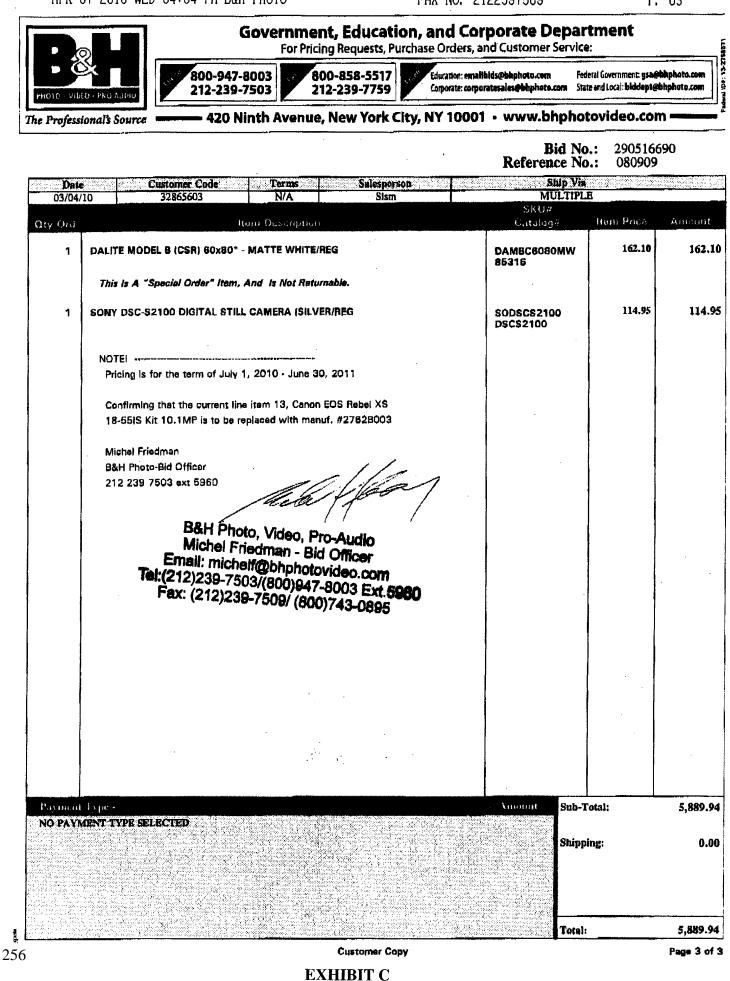
The Professional's Source

BVR prote

• 420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com -

Bid No.: 290516690 Reference No.: 080909

Date 03/04/		Terms N/A	Salesperson Sism	Ship Via Multipl	Ê	
Qty Ord		Item Dusonphi	201	SKU# Gatalog#	tions Price	Amount
1	TOSHIBA 32" 720p LCD TV/RE	G		T032C100U 32C100U	399.00	399,00
5	SLIK U9000 VIDEO/PHOTO TRII	POD/REG		SLU9000 617900	41.00	205.00
1	CANON FS-300 FLASH CAMCO	RDER (SILVER)/F	CAF83005 44008001	299.00	299.00	
1	SONY HDR-XR150 120GB HDD	CAMCORDER/R	SOHDRXR150 HDRXR150	647.39	647.39	
1	CANON POWERSHOT A1100 D			CAPSA1100GY 34448001	129.00	129.00
	Price After \$20.00 Insta	nt Røbate Exp.	. 04/10/10			
1	CANON POWERSHOT SX120 IS	DIGITAL CAME	RA/REG	CAPSSX120 36348001	199.00	199.00
	Price After \$30.00 Insta	nt Rebate Exp.	. 04/10/10			
1	CANON POWERSHOT SD1400 (	DIGITAL CAMÉR	A(BLACK)/REG	CAPSSD1400B 41818001	244.00	244.00
1	CANON EOS REBEL XS w/18-55	i KIT (BLACK)/RE	ŧĠ	CAEDRXSKB 2762B003	499.00	499.00
	Manufacturer's Conditions	al Rebate See C	Coupon			
1	NIKON D3000 DIGI SLR CAMER.	A w/18-55 VR L	ENS/REG	NID30001855 25462	459.00	459.00
	Price After \$50.00 instar	nt Rebate Exp.	05/01/10			
			itinued on Next Page			

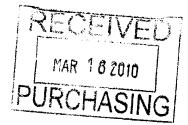


(4 of 22)



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Los Angeles 5055 Wilshire Blvd, Suite 305 Los Angeles, CA 90036 3 2 3 . 9 5 4 . 7 7 5 4 phone 3 2 3 . 9 5 4 . 5 8 9 8 fax 8 8 8 . 4 5 4 . 4 4 8 9 toll-free www.ccsprojects.com CA License #830835



March 15, 2010

Korin Lawing Buyer, Purchasing Capistrano Unified School District

Dear Korin:

Thanks for your letter regarding the extension of the bid on the Epson document camera for another year. Please see the attached matrix, per your request.

We look forward to hearing whether you will be extending the contract on this item for another year or will be bidding it out again.

Please let me know if you need any additional information.

Very kind regards

David J. Riberi Vice President

Arizona:Scottsdale, Tuscon California:Los Angeles, Orange County, San Diego, San Francisco Bay Area Colorado:Denver Florida:Jacksonville, Miami, Orlando, Tampa, Decatur Massachusetts:Boston Maryland:Columbia Nebraska:Omaha Nevada:Las Vegas Texas:Houston, Dallas, Austín, San Antonio Virginia:Fredericksburg



# Capistrano Unified School District Audio Visual Equipment Bid No. 0809-09 July 1, 2009 thru June 30, 2010 Awarded Items

ltem #	Equipment	CCS Presentation Systems, Inc.				
	Doc Cam - Visual Presenter	Old Cost	New Cost			
	Duc Cam - Visual Presenter					
34	Epson DC-10S	\$397.94	\$390.00			

**CALWEST** 

California Western Visuals Phone: 909-985-8651

March 15, 2010

Capistrano Unified School District Attn: Korin Lawing Purchasing Department 33122 Valle Road San Juan Capistrano, Ca 92675

Dear Ms. Lawing,

We would like to request an extension of Bid No. 0809-09 Audio Visual Equipment through June 30, 2011.

Please see the attached list of proposed prices for the items we are currently providing the District as per this Bid that expires on June 30, 2010.

...

Regard Josér

President California Western Visuals

P.O. Box 1980, Nipomo, Ca 93444 Tel: 909 985-8651 Fax: 909 985-8651

# CALWEST

California Western Visuals 909-985-8651 Phone:

# Comparison Pricing for Audio Visual Equipment Bid #0809-09

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Item	Current Price	Proposed Price
Item #43 Smart Technologies Airliner Wircless Slate	\$339.00	\$319.00
Item #46 Epson Powerlite 83+	\$609.00	\$559.00
Item #47 Epson Powerlite 6100i	\$1,525.00	\$1,475.00
Item #48 Epson Powerlite 83+ LCD Projector & Epson DC-10 Doc Camera	\$899.00	\$849.00



2273 South Church St. • Burlington, NC 27215 PO Box 1899 . Burlington, NC 27216-1899 Voice: 336-228-0251 . 800-868-2462 . Fax: 336-222-8011 www.camcor.com

No. 1080 P. 1



# This Fax Message From:

Lee Walls Color Ron 

Date: 03/18/2010

## Please Deliver This Fax Message To:

To:	Capistrano Unified School District Purchasing	336-228-0251 ext. 157 800-868-2462 ext. 157
Attention:	Korin Lawing	lwalls@camcor.com
Fax Number:	949 <b>-493-4083</b>	
Total Pages:	12 (Including this cover sheet)	

Message / Comments:

Please see attached response to your request for a bid extension on Capistrano USF Bid No. 0809-09. Please feel free to call or email if there are any questions or concerns.

Thank You,

See Walter

Divisions: Camcor • camcor.com • Camera Corner • The Image Center **Confidential and Privileged** 

The information contained in this facsimile message is privileged and confidential information intended for the sole use of the individual or entity named above. If the reader of this facsimile message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us or the person listed above immediately by telephone, and return the original message to the sender at the address listed above.

Thank You, Camcor, Inc.



PO Box 1899 • Burlington, NC 27216-1899 Volce: 336-228-0251 • Fax: 336-222-8011 www.camcor.com

March 17<sup>th</sup>, 2010

Re: Bid No. 0809-09 Audio Visual Equipment Extension Request

Dear, Ms. Lawing

Per your request, attached is Camcor's response to extend bid pricing on Capistrano Unified School District Bid 0809-09. We were able to extend pricing on a majority of products thru June 30<sup>th</sup>, 2011 and in some cases offer lower extended pricing. Certain items such as the Nikon cameras and Sony HDTV have been discontinued by their respective manufacturers and in these cases we are offering new bid pricing on the replacement units. Specifications will be included showing the details of the new items.

Luxor and 3M are unable to extend bid pricing at any date beyond December 31<sup>st</sup>, 2010. We are offering extended bid prices on these items through the end of this calendar year.

As always, thank you for allowing Camcor, Inc. to be of service.

Sincerely

With.

Lee Walls Sales Representative

Divisions: Camcor • camcor.com • Camera Corner • The Image Center

27 28	26	25	23	22	20	19	18	17	15	14	თ	Line Item
Califone Spirit 1776 Califone 2395AV-02	Califone 5272AV -Detuxe	Califone 34321R	Luxor LE40CWTUD	Luxor LE40WTUD w/ Electrical	Electrical	Luxor LE26C w/ Electrical	Luxor LE26 w/ Electrical	Bretford A2642 w/ Electrical	Nikon D5000 12 mpxl Digital SLR w/ 18-55 VR Lens Kit	Nikon D3000 10 mpx <del>l</del> Digital SLR w/ 18-55 VR Lens Kit	Flip Video F3608 60- Minute	<u>Item Description</u>
Bid Extended \$ Bid Extended \$	Bid Extended \$	ends. Bid Extended \$	Luxor cannot hold product price into 2011. Price increase after current term \$	Luxor cannot hold product price into 2011. Price increase after current term \$ ends.	Bid Extended \$	Luxor cannot hold product price into \$ 2011.	Luxor cannot hold product price into 2011. \$	Bid Extended \$	The D5000 replaces the now unavailable D60 and offers a higher \$ megapixe! and adds VR to zoom lens.	The D3000 replaces the now unavailable D40 and offers a higher angle megapixel and adds VR to zoom lens.	We are able to offcer a lower bid price for the Flip F360B.	<b>Bid Extension Details</b>
48.44 96.45	77.43	52.28	542.63	478.68	543.96	150.28	76.97	<b>109</b> .70	5 692.69	\$ 509.88	\$ 127.38	<b>Bid Extension Price</b>
Thru June 30th 2011 Thru June 30th 2011	Thru June 30th 2011	Thru lune 30th 2011	Thru December 31st 2010	Thru December 31st 2010	Thru June 30th 2011	Thru December 31st 2010	Thru December 31st 2010	Thru June 30th 2011	Thru June 30th 2011	Thru June 30th 2011	Thru June 30th 2011	<b>Bid Extension Date</b>

EXHIBIT C (11 of 22)

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Mar. 18. 2010 1:30PM CAMCOR

No. 1080 P. 3

68	67		6	ទ ភ	62	53	52	50	42	41	40	39	3/	35	33
Presentation Pro	3M 1880 OHP			Nady UHF Wireless Mic	Sony ECM-MSD1 Microphone	Media Player	Califone 5272010 w/	Califone 1218AVP-01 w/ Media Player	Califone 3068AV - Switchable Stereo/Mono	Califone 3060AV - Stereo	Califone 2924AVPS - Stereo	Califone 2924AV - Mono	JVC DRMV150B	Teac DVW/D11A/Kit	Elmo TT-02RX
Bid Extended	5M cannot hold product price into 2011.	2011.	Bid Extended 3M cannot hold product price into	Bid Extended	The ECM-MSD1 replaces the now unavailable ECM-MS908C and is offered at a lower price.	Bid Extended	Bid Extended	Bid Extended	<b>Bid Extended</b>	Bid Extended	<b>Bid Extended</b>	Bid Extended	<b>Bid Extended</b>	We are able to offcer a lower bid price for the Teac DVW/D11A Kit .	Item replacement previousely negoiated. Current bid price extended.
<del>ا</del> لې	ŝ	\$	ጭ	\$	ŝ	ŝ	Ŷ	v	\$	\$	\$	ŝ	ŝ	\$	<u>ب</u> ې
168.74	174.87	140.09	67.55	105.69	74.40	127.38	162.17	66.22	6.20	6.42	9.35	6.31	208.87	216.28	513.89
Thru June 30th 2011	Thru December 31st 2010	Thru December 31st 2010	Thru June 30th 2011	Thru June 30th 2011	Thru June 30th 2011	Thru June 30th 2011	Thru June 30th 2011	Thru June 30th 2011	Thru June 30th 2011	Thru June 30th 2011			_	3 Thru June 30th 2011	9 Thru June 30th 2011

EXHIBIT C (12 of 22)

85	81	76	75	71	70
deachtrogic Quantum IRQ- 3000L		Da-Lite 40141 84x84 Tripod Screen	Da-Lite 40131 70x70 Tripod Screen	Logitech R400 Presenter Remote Control (910- 001354)	Califone PA919A PowerPro Package
Bid Extended	The KDL40EX400 replaced the now unavailable KDL4055100 and is offered \$ at a lower price.	Bid Extended	Bid Extended	The R400 replaces the now unavailable Logitech part 931307-0403 and is offered at a lower price.	Bid Extended but model number changed to refeict new frequency range.
ŝ	\$	\$	\$	ŝ	ŝ
517.56	648.32	190.16	133.63	42.29	1,652.90
Thru June 30th 2011	Thru June 30th 2011	Thru June 30th 2011	Thru June 30th 2011	Thru June 30th 2011	Thru June 30th 2011

No. 1080 P. 5

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CORPORATE OFFICE 716 S. RICHFIELD RD. PLACENTIA, CA 92870 TOLL FREE 800-366-3058 TEL 714-985-9409 FAX 714-985-9410 NATIONAL SALES OFFICE 4861 SUNRISE DR., SUITE 105 MARTINEZ, CA 94553 TOLL FREE 800-453-4195 TEL 925-228-1738 FAX 925-228-1740

March 17, 2010

Korin Lawing Buyer, Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92875 FAX: 949-493-4083



Dear Ms. Lawing:

Thank you for offering to extend our contract (Bid # 0809-09 Audio Visual Equipment) for another year.

We are able to lower our contract pricing as listed below:

Part# FPBBUL32-M4BK Current contract price: \$348.00 New proposed price: \$344.00

Part# FPBBULC32-M4BK Current contract price: \$464.00 New proposed price: \$462.00

Part# TCPUL23FF-BK Current contract price: \$649.99 New proposed price: \$643.00

If I may be of further assistance, please let me know.

Thank you, Donna Smith.





Date: March 19, 2010

To: Korin Lawing - CUSD

Subject: Bid No. 0809-09 - Audio Visual Equipment

Please accept this letter as our acceptance of the CUSD request to extend the contract for awarded items for an additional 12 month period.

Please let me know if you have any questions.

Respectfully, Jason Singer Regional Sales Manager

W6316 Design Drive Greenville, WI 54942 P.O. Box 1579 Appleton, WI 54912-1579 Phone: 888-388-3224 Fax: 888-388-6344

> EXHIBIT C (15 of 22)

Proposal				
Topobal		·····	Proposal #:	KL032910
Proposal Type:	AM	•	Please refer	to this number when ordering
Direct Cost Date:	7/24/2009	* School		
To:		M Specialty	From:	Date: 3/31/2010
Korin Lawing		The power of sudching The wondurs of learning,	Chris Duffy	
Account #:		Customer Service:	103 Via Presa	a
Buyer		Phone 1-888-388-3224	San Clemente	e CA 92672
CUSD		FAX: 1-888-388-6344	Phone: 949-3	06-5607
			Fax: 949-606-	-8377
			christopher.de	uffy@schoolspecialty.com
Phone:			Va	lid for 30 Days
Fax:				Terr. No: Orange Coun
E-mail:			•	

Item #	Qty	Page	Description	Catalog Price	Your Price	Amount
			Renewal Pricing for AV Bid			
			0809-09			
1300AV	1		Califone 1300AV		\$21.24	\$21.24
3432AV	1		Califone 3432AV		\$57.65	\$57.65
CD102	1		Califone CD102		\$34.88	\$34.88
			You Saved:			
					1 TOTAL	\$113.77
			PROPOSAL QUALIFICATIONS		L All Pages	\$113.77

#### POSAL QUALIFICATIONS

PRICES FIRM TO:	SHIPMENT BY: Best Way	<u>x</u> FREE Shipping! (Delv'd Price) <u>x</u> Tailgate Delivery Only	Installation: <u>x</u> by owner
SHIP BY:	INVOICE TERMS:	_ Inside Delivery	by S.S.
ASAP	Net 30	x One Location	other
		Multiple Locations	_

• THIS PROPOSAL AFFORDS SPECIAL ONE-TIME PRICING FOR THE PRODUCTS AND QUANTITIES LISTED

• TO GUARANTEE PRICE(S) PROPOSED THIS FORM MUST ACCOMPANY YOUR ORDER

• IF ANY QUANTITIES ARE CHANGED, PRICES WILL BE SUBJECT TO RENEGOTIATION

• PRICES PROPOSED ARE ONLY VALID UNTIL THE EXPIRATION DATE SHOWN

Proposed By: Chris Duffy

#### Title: Account Manager

Page 1 of 1

Thank you for the opportunity to submit this proposal!

**Customer Copy** 

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COMMUNICATIONS, INC. Audio • Video • Sales • Design • Service • Installation 4830 S. 38th Street Phoenix, AZ 85040 CORPORATE HEADQUARTERS 602.437.7240 FAX 602.437.7265 800.352.7912 FAX 800.752.1299 www.trox.com

March 16, 2010 Capistrano Unified School District 33122 Valle Road San Juan Capistrano Ca. 92675 Tel 949-234-9441 Fax 949-493-4083

Dear Korin Lawing Capistrano Unified School District Buyer, Purchasing

Troxell Communications, Inc. is able to extend Bid No. 0809-09 for Audio Visual Equipment per the attached spreadsheet.

We have lowered pricing for some models and updated models for discontinued items. Please note that camcorder formats have changed from tape based models to flash memory or SD card models. Some prices have increased due manufacturer price or freight increases.

Please feel free to contact us if there is anything else we can do to help you.

Regards,

Byron Kelley / Bid Specialists Troxell Communications, Inc 602-437-7240 Ext 1260 602-454-9112 Fax Byron.kelley@trox.com

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ք թվ 0	Line #	Mfa's	Producting	Taken of the second con-	ţ	Old Unit Dece	Nèt. Unit Date:	
60-6080	2	_	FS200		3	\$271.78		ALC: NO
0809-09 10RENEWAL	7	Canon	FS300SILVER	CAMCORDER STD DEF FLASH MEMORY	6		\$ 271.78	New Model
0809-09	2		ZR960	MINI DV CAMCORDER	-	\$207.40		
0809-09 10RENEWAL	2	Canon	FS300SILVER		-		\$ 271.78	New Model/Format
0809-09	ø	Sony	DCRDVD850	CAMCORDER DVD HANDYCAM 16GB 5 1CH	ſ	\$380 Q1		
0809-09 10RENEWAL	ω	Sony	DCRDVD650	HANDCAM CAMCORDER 680KPIX 6X	10		\$ 380.91	New Model
60-6080	6	Sony	DCRHC52	CAMCORDER MINIDV 680KPIX HNDYCAM/2.5"LCD	-	\$230.71		· · · · · · · · · · · · · · · · · · ·
0809-09 10RENEWAL	6	Sony	DCRSR47	HANDYCAM 680KPIX 60GB 6X SILVER	-		\$ 318.07	New Model
0809-09	21	Bretford	TC35ECEERK	CARINET ELAT DNIL MILIETIMENIA CADE 22101				
0809-09 10RENEWAL	21	Bretford	TC35FCFFBK	CABINET FLAT FILL MULTIMEDIA CART - 32IN	7	78.1 OC¢	¢ 617 07	Main Cast
					<b>1</b>		72.100	INCM COSI
60-080	31	Coby	MPCD521	CD/MP3 PLAYER	9	\$ 22.17		
0809-09 10RENEWAL	31	Coby	MPCD521	CD/MP3 PLAYER PERSONAL BLACK	<del></del> 9		\$ 23.74	New Cost/Freight
	5	Auchodic						
	38	VICINIERI		- 1	۵	\$335.95		
	žŕ	Avermedia	Averwedia 300AFPLUS	DOCUMENT CAMERA 3.2 MPX 16X ZOOM	2		\$ 543.56	New Cost
T nona-na Inkeinenval	ş	Avermedia 300AF	JODAF	5 MP, I U I AL BUX ZOOM, USB	2		\$ 637.00	New Model
	<b>5</b> 4	Californo	1776DI CG		-	<u> </u>		
60-6000	51	Callolle	11/101100	LISTENING CENTRAL W/6:3068AV/1:1210AVPS	ŋ	\$130.77		
USU3-US TUKENEWAL	10	Cartone	1//6PLC6	LISTENING CENTRAL W/6:3068AV/1:1210AVPS	ŝ		\$ 130.77	
0809-09	54	Paso	TA25W	MEGADHONE 25W SIGNAL ALABA HAND STRAD	-lu	€ 03 70		
0809-09 10RENEWAL	54	Paso	TA25W	MEGAPHONE 25W SIGNAL ALARM HAND STRAP	<u>э</u> к.		\$ 92.78	
					, ,			
0809-09	58	Califone	Q316	MICROPHONE UHF HANDHELD	~	\$ 83.08		
0809-09 10RENEWAL	58	Califone	Q319	UHF HH MICROPHONE FOR PA319 PA919 PI39	2		\$ 83.08	New Model
60-080	65	Sameon	SACORIDK		- C	#160 00		
0809-09 10RFNFWAI	20	Sameon	SACA31 IDK		4	\$100.43	00 00	
	3				7		\$ 102.82	New Freight
0909-09	69	Califone	PA616	FREEDOM PRO PA	-	\$768.25		Discontinued
0809-09 10RENEWAL	69		NO BID		-		, \$	
	40		0017107011					
0000 00 100 FULLING	۵/ ۲		26LV610U	IV 26IN LCD HDTV/DVD COMBO	~	\$476.90		
USUS-US TUKENEWAL	٥)	I OSNIDA	26CV100U	26IN LCD TV/DVD - HD 720P	~		\$ 388.48	New Model

TROXELL COMMUNICATIONS, INC

(18 of 22)

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14 C 0 0 14	# eur]	Mfg's	Product no	Description	QIV	Ory Price	Ois Unit Ne.2. Unit Price Price	StreW
0809-09	62	Sony	KDL32S5100 TV 32IN	4 LCD BRAVIA	5	\$645.54		
0809-09 10RENEWAL	62	Sony	KDL32S51009	KDL32S51009 32 INCH BRAVIA PRO DISPLAY	5		\$ 731.92	New Model
0809-09	82	Toshiba	Toshiba 40RV525R	TV 40IN LCD HDTV - 1080P/60HZ	ŝ	\$787.63		
0809-09 10RENEWAL	82	Toshiba	Toshiba 40E200U	40IN LCD TV - FULL HD 1080P/60HZ	5		\$ 787.63	New Model
0809-09	84	Sony	ICDP620	DIGITAL VOICE RECORDER	с С	3 \$ 51.76		and the second
0809-09 10RENEWAL	84	Sony	ICDPX720	DIGITAL VOICE RECORDER 1GB	3		\$ 51.76	New Model

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**TROXELL COMMUNICATIONS, INC** 

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INTERNATIONAL MULTIMEDIA CORP.	2. 1. 2
Date: 38/10 Fax #: 493-4083 94	2
To: Horin Lawing	<u> </u>
School/Company: Capistrana USD.	·····
From: D. Ron Wolsten Director of Sales	
Phone # 800-631-0867 ext. 1048 Please note our new fax # 800-557-2637	
This transmission contains <u>pages</u> , including this one. If this pages including this one is not received complete, please call above number and we will retransmission is not received complete.	nit.
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hold the pricing for Biol	
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	1997
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www.800valiant.com	н 

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## Capistrano Unified School District Audio Visual Equipment Bid No. 0809-09 July 1, 2009 through June 30, 2010 Awarded Items

Item	Equipment	Valiant
No.	Equipment	v anam
110.	CAMCORDERS	·
9	Sony DCR-HC62 MiniDV	\$291.00
	Handycam	φ291.00
	CARTS_AV/PROJECTOR	
17	Buhl HA426E w/electrical	\$89.90
18	Buhl PC1642E w/electrical	\$61.00
	CASSETTE	1
	RECORDERS/PLAYERS	
24	Hamilton HA-802	\$19.50
25	Hamilton HA-661-8	\$38.00
26	Hamilton HA-790	\$59.00
	CASSETTE	
	PLAYER/RECORDER	
	AM/FM RADIO/CD -	
	BOOMBOX	
27	Hamilton MPC-5050	\$48.00
28	Hamilton MPC-6060	\$79.90
· · · · · · · · · · · · · · · · · · ·	CD/CASSETTE	
	COMBINATION DECK-	
	STUDIO PROFESSIONAL	
29	Denon DN-T625 Dolby	\$389.90
••••••••••••••••••••••••••••••••••••••	DVD DUPLICATOR	
35	Procon PC_DVD-1MAS	\$198.00
	DVD/CD SINGLE PLAYER	
36	Sony DVPSR200P/B	\$41.00
	HEADPHONES/HEADSETS	
39	Hamilton HA5	\$5.99
40	Hamilton SC-7V	\$7.99
41	Hamilton MPC-MS-2LV	\$3.99
******************************	LCD PROJECTOR LAMP	
	REPLACEMENT	
49	Epson EPS -V13H010L42	\$236.90
	Lamp for Powerlite 83c & 83+	
	LCD Projector	
	LISTENING CENTER	
50	Hamilton MPC-8V-300E	\$59.60
51	Hamilton HMC/CD385/6SV	\$119.78
	MEGAPHONE	
54	Hamilton MM-6S w/siren	\$68.00
	MICROPHONE	
61	Shure SM58S w/on-off switch	\$96.60

Exhibit A

EXHIBIT C (21 of 22) P.03

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## Capistrano Unified School District Audio Visual Equipment Bid No. 0809-09 July 1, 2009 through June 30, 2010 Awarded Items

Item No.	Equipment	Valiant
63	Hamilton RH92H	\$104.70
	PA System	
68	Hamilton PA-20	\$98.00
69	Hamilton PA-8	\$444.00

Exhibit A

EXHIBIT C (22 of 22) · ',

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TOTAL P.04

## CAPISTRANO UNIFIED SCHOOL DISTRICT San Juan Capistrano, California

## May 11, 2010

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

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

# SUBJECT: APPROVAL: EXTENSION OF BID NO. 0607-05 – SERVICE TO COLLECT, RECYCLE, AND DISPOSE OF SOLID WASTE DISTRICTWIDE FOR 2010/11 – CR&R INCORPORATED

## **BACKGROUND INFORMATION**

At the July 11, 2006, Board meeting, Bid No. 0607-05 – Service to Collect, Recycle, and Dispose of Solid Waste Districtwide was awarded to CR&R Incorporated for the 2006/07 school year. This bid called for an original contract term of July 12, 2006 through June 30, 2007, with four 12-month renewal periods, at the option of the Board of Trustees. The renewal period may not exceed 48 months, as allowed by California Education Code 17596.

At the May 7, 2007, Board meeting, the Board exercised the first renewal option to extend the contract for the period of July 1, 2007 through June 30, 2008 with a price increase of 2.1% for all services. All terms and conditions remained the same as the original agreement.

At the May 12, 2008, Board meeting, the Board exercised the option to extend the contract for the second renewal period of July 1, 2008 through June 30, 2009 at the same prices, terms and conditions as the previous year.

At the May 11, 2009, Board meeting, the Board exercised the option to extend the contract for the third renewal period of July 1, 2009 through June 30, 2010 with a price decrease of 5% in every category.

The expenditures under this contract for service to collect, recycle and dispose of solid waste districtwide total \$361,993.59 for the 2006/07 fiscal year, \$380,542.91 for 2007/08, \$351,942.96 for 2008/09, and \$214,413.70 to date for 2009/10.

The District has implemented recycling programs at many of our school sites. Exhibit B outlines the recycling programs supported by CR&R. Also shown are the sites that are participating in the program and the sites that have received checks for their recycling efforts this fiscal year.

Extension of Bid No. 0607-05 – Service to Collect, Recycle, and Dispose of Solid Waste Districtwide for 2010/11 CR&R Incorporated May 11, 2010 Page 2

## **CURRENT CONSIDERATIONS**

This agenda item seeks approval to extend Bid No. 0607-05 – Service to Collect, Recycle, and Dispose of Solid Waste Districtwide for the fourth and final renewal period of July 1, 2010 through June 30, 2011.

In light of the current fiscal crisis, a letter was sent to the contractor along with their current prices requesting the company submit reduced costs for the 2010/11 renewal period as shown in Exhibit C.

CR&R will extend the contract for the next 12 months with a reduction in pricing of 12% in every category, as shown in Exhibit D. The disposal and/or processing fees will remain the same as this is an actual pass-through cost incurred by CR&R. The terms and conditions remain the same as the original agreement.

Upon Board approval, Exhibit A shows the Extension Agreement between Capistrano Unified School District and CR&R Incorporated for the period July 1, 2010 through June 30, 2011.

# FINANCIAL IMPLICATIONS

Funding will be from the appropriate accounts.

## STAFF RECOMMENDATION

It is respectfully requested that the Board of Trustees approve the extension of Bid No. 0607-5 – Service to Collect, Recycle, and Dispose of Solid Waste Districtwide with CR&R Incorporated, for the fourth and final renewal period of July 1, 2010 through June 30, 2011.

# **EXTENSION OF AGREEMENT**

### **BETWEEN**

# **CAPISTRANO UNIFIED SCHOOL DISTRICT**

#### AND

## **CR&R INCORPORATED**

Bid No. 0607-05 – Service to Collect, Recycle, and Dispose of Solid Waste Districtwide called for an original contract period of July 12, 2006 through June 30, 2007, with an option to extend the contract in four 12-month increments for an option period not to exceed 48 consecutive months as allowed by California Education Code 17596.

The contract with CR&R Incorporated, pursuant to Bid No. 0607-05, shall be extended an additional 12 months, for the period July 1, 2010, through June 30, 2011 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2010.

Except as set forth in this Extension Agreement, and Board approved on July 11, 2006, all other terms of the contract remain in full force and effect.

### **DISTRICT**

Capistrano Unified School District

## **CONTRACTOR**

**CR&R** Incorporated

By:
Signature
Print Name
Title
Date:

## **EXHIBIT** A

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#### Re: Newspaper Collection Fundraiser

CR&R is pleased to offer your school an opportunity to participate in a newspaper recycling program with direct benefit to schools, the city, and the environment. The program is simple, we deliver a **21' long by 7' feet wide and 8'** tall security container customized with your school's name. We will paint a line inside the container, the line will indicate how high to fill the container with stacked newspapers for a full load. The container is locked on both ends, one lock for the school and one for CR&R to access. When the box is full to the line we are contacted and will empty the contents at our recycling center and return an empty container. A check for \$1,000.00 will be generated to the School for every full container we remove. There is no accounting red tape; each site may decide how to allocate funds from this environmental program. Collections can continue as needed with \$1,000 guaranteed for every full pickup.

CR&R will be responsible for the following:

- Deliver a lockable secure collection unit 21' by 7' by 8' which may be customized with each School name. The unit will have a line painted inside to indicate when the container is considered fully loaded and ready for service.
- CR&R will, <u>at no charge to the school</u>, collect and recycle the newspaper when loaded to the fill line. For every full container removed a check will be issued for \$1,000.00 made payable to the school.
- CR&R will assign a Recycling Coordinator as contact liaison for service.

The School site will be responsible for the following:

- Keep the storage unit locked when not being filled.
- Stack the newspaper within the container to the fill line.
- Call your assigned CR&R Recycling Coordinator for service.
- Advertise the recycling fundraiser to parents at each site.

Please don't hesitate to contact me for additional information at (949) 463-5808. We look forward to continued effort in recycling.

Sincerely,

Maria Lazaruk Senior Public Relations Environmental Compliance Manager

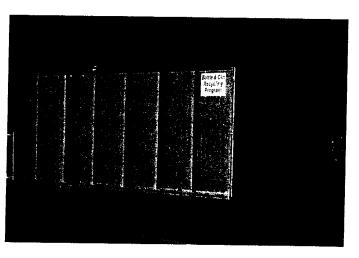


**Bottle & Can Recycling Fundraiser** 

CR&R is pleased to offer an opportunity to participate in a "Bottle & Can" recycling program with direct benefit to schools, the city, and the environment. The program is simple, we deliver a 21' long by 7' feet wide and 8' tall security container. The container is locked on both ends, one lock for the school and one for CR&R to access. When the box is full we are contacted and will empty the contents at our recycling center and return an empty container. A check for California Redemption Value (CRV) based on weight will be generated to the organization for every full container we remove. There is no accounting red tape; each site may decide how to allocate funds from this environmental program. Collections can continue as needed with \$ guaranteed for every full pickup.

CR&R will be responsible for:

- Deliver a lockable secure collection unit 21' by 7' by 8', the unit will be freshly painted and decaled.
- CR&R will, <u>at no charge to the school</u>, transport and recycle the container when loaded to full. For every full container a check will be issued for CRV value based on actual weight payable to the fundraiser.
- CR&R will assign a Recycling Coordinator as contact liaison for service.



• CR&R will provide one lock for the back of the unit to have access when transporting.

The fundraiser site will be responsible for:

- Keeps the storage unit locked when not being filled.
- Stack bags within the container for maximum payload separating plastic from aluminum.
- Call your assigned CR&R Recycling Coordinator for service.
- Provide one lock for the front of the unit to secure contents.
- Advertise the recycling fundraiser.

Please don't hesitate to contact me for additional information at 949.728.3468 or <u>MariaL@crrmail.com</u>

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# Bottles & Cans recycling Program

School	Address	City	School Dist	Condinator	Container	
Aliso Niguel High	28000 Wolverine	Aliso Vieio				Payments
Aiso Viejo Middle	111 Park Ave	Aliso Vielo		Maria		
Ambuehi Elem	28001 San Juan Creek Rd	San Juan Capistrano		Maria		\$2,373.70
Ambuehi Elem	28001 San Juan Creek Rd	San Juan Canistrano		Maria		
Bathgate Elem	27642 Napoli	Mission Vieio	CAPO	Maria	Newspaper	
Bernice Ayer Mid	1271 Sarmentosa	San Clemente	CAPO	Maria	Neuroper	
Canyon Vista Elem	27800 Oak View Drive	Aliso Viejo	CAPO	Crain	Rottia & Can	
Capistrano Valley High	26301 Via Escolar	Mission Viejo	CAPO	Maria		CA DES BO
Capistrano Valley High	26301 Via Escolar	Mission Vieio	CAPO	Maria	Nource a Carl	10.000,15
Concordia Elem	3120 Avenida del Presidente	San Clemente	CAPO	Maria	Rottia 2. Can	00.000,14
Concordia Elem	3120 Avenida del Presidente	San Clemente	CAPO	Maria	Naurenanar	E4 000 00
Crown Valley Elem	29292 Crown Valley Parkway	Laguna Niguel	CAPO	Crain	Rottle & Can	00000016
Dana Hills High	33333 Golden Lantern	Dana Point	CAPO	Maria	Rottle & Can	
Don Juan Avila Mid	26278 Wood Canyon Dr	Aliso Viejo	CAPO	Craid	Bottle & Can	\$936 AD
George White Elem	25422 Chapparosa Park	Laguna Niguel	CAPO	Rachelle	Rottle & Can	E4 DER DO
Hidden Hills Elem	25142 Hidden Hills Rd	Laguna Niguel	CAPO	María	Bottle & Can	\$1,000.00
Junipero Serra High	31422 Camino Capistrano	San Juan Capistrano	CAPO	Maria	Rottla & Can	AT-1001 198
Ladera Ranch Elem	29551 Sienna	Ladera Ranch	CAPO	Maria	Bottle & Can	
Ladera Ranch Middle	29551 Sienna	Ladera Ranch	CAPO	Maria		64 040 BV
Ladera Ranch Middle	29551 Sienna	Ladera Ranch	CAPO	Maria	Navienanar	00.040,15
Laguna Niguel Elem	27922 Niguel Heights Blvd	Laguna Niguel	CAPO	Maria	Rottle & Can	
Las Flores Middle	25862 Antonio	Rancho Santa Margarita	CAPO	Maria	Newspare	64 000 00
Malcom Elem	32261 Charles	Laguna Niguel	CAPO	Maria	Rottle 2. Can	\$1,000.00
Marblehead Elem	2410 Via Turqueza	San Clemente	CAPO	Maria	Bottle P Call	10'000'7¢
Marco Forster Middle	25591 Camino del Avion	San Juan Capistrano	CAPO	Maria	Bottle & Can	£1 108 M
Marco Forster Middle	25591 Camino del Avion	San Juan Capistrano	CAPO	Maria	Nawananar	11 190.00
Moulton Elem	29851 Highlands	Laguna Niguet	CAPO	Maria	Bottle & Can	\$3.858 QU
Niguel Hills Middle	29070 Paseo de la Escuela	Laguna Niguel	CAPO	Maria	Bottle & Can	\$3.073.20
	29070 Paseo de la Escuela	Laguna Niguel	CAPO	Maria	Newspaper	
	22/05 Sanborn	Aliso Viejo	CAPO	Craig	Bottle & Can	\$4.620.20
	22/05 Sanbom	Aliso Viejo	CAPO	Maria	Newspaper	\$1,000.00
Pailsades Elem	26462 Via Sacramento	Capistrano Beach	CAPO	Maria	Bottle & Can	\$1.050.60
	24171 Pavion	Mission Viejo	CAPO	Rachelle	Newspaper	
San Juan Elem	31642 El Camino Real	San Juan Capistrano	CAPO	Maria	Bottle & Can	\$2.108.30
San Juan Elem	31642 El Camino Real	San Juan Capistrano	CAPO	Maria	Newspaper	\$1.000.00
Tijeras Creek Elem	23072 Avenida Empresa	Rancho Santa Margarita	CAPO	Maria	Bottle & Can	\$5.145.90
	23072 Avenida Empresa	Rancho Santa Margarita	CAPO	Maria	Newspaper	\$1.000.00
Truman Benedict Elem	1251 Calle Sarmentoso	San Clemente	CAPO	Maria	Bottle & Can	\$4.134.36
I FUILINARI DENBOICI EIEM	1251 Calle Sarmentoso	San Clemente	CAPO	Maria	Newspaper	\$1.000.00

Total

\$43,647.16



#### BOARD OF

ANNA BRYSON President

KEN LOPEZ-MADDOX Vice President

JACK R. BRICK Clerk

ELLEN M. ADDONIZIO

LARRY J. CHRISTENSEN

SUE PALAZZO

MICHAEL S. WINSTEN

#### INTERÌM SUPERINTENDENT

BOBBI MAHLER, Ed. D.

# Capistrano Unified School District

33122 Valle Road, San Juan Capistrano, CA 92675

Excellence in Education

Telephone (949) 234-9441/FAX 493-4083

April 12, 2010

VIA FAX: 714-893-7833 VIA U.S. MAIL

CR&R Incorporated Dean Ruffridge, Sr. Vice President 11292 Western Avenue PO Box 125 Stanton, CA 90680

## Subject: Bid No. 0607-05 – Service to Collect, Recycle, and Dispose of Solid Waste Districtwide

Dear Mr. Ruffridge:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2010.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period July 1, 2010 through June 30, 2011. A copy of your current contract pricing is enclosed for your review. Please provide your proposed pricing. Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Monday, April 19, 2010.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9437.

Sincerely:

Jerers

Vicki Byers Buyer/Planner, Purchasing

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CR&R INCORPORATED PRICING



JULY 1, 2009 THRU JUNE 30, 2010



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<b>PROPOSED</b> <b>5% DISCOUNT</b> 184.26 368.58 552.87 737.16 921.45 1105.74 1290.03 1474.32	174.59 349.18 523.77	24.25 48.50 72.75 97.00 121.25	
CURRENT 5 X WK 5 193.96 387.98 581.97 775.96 969.95 1163.94 1357.93 1551.92	183.78 367.56 551.34	25.53 51.05 76.58 102.1 127.63	
<b>PROPOSED</b> <b>5% DISCOUNT</b> 169.75 339.48 509.23 678.97 848.71 1018.45 1188.19 1357.93	135.79 271.59 407.38	19.40 38.80 58.20 77.60 97.00	
CURRENT 4 X WK 178.68 357.35 536.03 714.7 893.38 1072.05 1429.4	142.94 285.88 428.82	20.42 40.84 61.26 81.68 102.1	
<b>PROPOSED</b> 5% DISCOUNT 150.35 300.68 451.03 601.37 751.72 902.05 1052.40 1202.74	111.55 223.09 334.64	14.55 29.10 43.65 58.20 72.75	
CURRENT 3 X WK 158.26 316.51 474.77 633.02 791.28 949.53 1107.79 1266.04	117.42 234.83 352.25	15.32 30.63 45.95 61.26 76.58	
2010 <b>5% DISCOUNT</b> 72.75 145.49 218.24 218.24 290.99 363.74 436.48 363.74 509.23 509.23 581.97	72.75 145.49 218.24	9.70 19.40 29.10 38.80 48.50	
	76.58 153,15 229.73	10.21 20.42 30.63 51.05	
JULY I, 2009 THRU JUNE 30,       CURRENT     PROPOSED     CURRENT       1X WK     5% DISCOUNT     2 X WK       51.05     48.50     76.58       102.1     97.00     153.15       153.15     145.49     229.73       163.15     145.49     229.73       204.2     193.99     306.3       255.25     242.49     382.88       306.3     239.99     459.45       306.3     339.48     536.03       40.85     38.81     612.6	48.50 97.00 145.49 29.12	4.85 9.70 14.55 19.40 24.25 4.85	PROPOSED 135.79 135.79 2.67 2.86 3.64 3.64 4.12
JULY L, CURRENT 1 X WK 51.05 102.1 102.1 153.15 204.2 204.2 205.25 306.3 306.3 306.3 408.4 408.4	51.05 102.1 153.15 30.65	5.11 10.21 15.32 20.42 25.53 5.11	CURRENT 142.94 142.94 2.81 3.01 3.32 3.33 3.33 3.33 3.33
REFUSE 1 BIN 2 BINS 3 BINS 5 BINS 6 BINS 8 BINS ADDTL PU		ADDIL PU S S BINS S S BINS S S BINS S S S S S S S S S S S S S S S S S S S	TEMPORARY BINS 40 YARD ROLL OFF LOWBOY CONSTRUSION 10'STORAGE CONTAINER 20'STORAGE CONTAINER 21'STORAGE CONTAINER 26'STORAGE CONTAINER 40'STORAGE CONTAINER

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April 13, 2010

Ms. Vicki Byers, Buyer/Planner, Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, California 92675

#### Re: Request for Continuance of Contract for Waste and Recycling Services Bid No. 0607-05

Dear Ms. Byers:

Please accept this letter as response to your letter dated April 12, 2010. Per Section "E" of the Bid documents, CR&R respectfully requests a one-year extension of the existing agreement to provide solid waste collection and disposal and the recyclable material collection services for the Capistrano Unified School District. This will be the fourth one-year extension that is allowed within the contract agreement.

As noted in your letter, we are aware of the severe budgetary crisis with schools throughout the State and we would like to do our part to help reduce costs of providing quality education to our children. As proposed and accepted by the Board last year, CR&R will not request the annual cost of living adjustment specified in the Bid documents and will pass these savings on to the District. In addition, CR&R will reduce the existing rates by an additional 12% to every rate category in the rate pricing. The attached spread sheet illustrates the significant savings to the District for this upcoming fiscal year. This reduction, of course, would not include the disposal or processing fee which is an actual pass-through of costs incurred by CR&R.

Additionally, we have activated the newspaper recycling drive and bottles and cans collections at many school sites that should be showing a financial impact to those schools involved with the programs.

We are pleased to be of service to the Capistrano Unified School District and look forward to a continued partnership in the community. Please call me at any time to review and discuss this request in further detail.

Very truly yours,

Dean A. Ruffridge Senior Vice President Cell: 949.412.8244

CC: Maria Lazaruk

CR&R INCORPORATED 11292 WESTERN AVE. P.O. BOX 125 STANTON, CA 90680 800.826.9677 714.826.9049 714.890.6347 Fax

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George Lazaruk, Vice President Cell: 949.463.5805

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Price Change

REI	1 BIN 2 BINS	3 BINS	4 BI	5 BI	6 BI 7 D	8 BINS	ADC		2 BINS 2 BINS	3 BINS		37-GA 1 BIN	2 BINS 3 BINS	4 BINS 5 RINS	2	ADD	T 4 1 4 1 0 4 1 0 4	20'S' 20'S'	26'S 40'S
REFUSE	N	SNI	INS	INS	SNI	SNI SNI	ADDTL PU		RECYCLE 1 BIN 2 BINS	NS	ADDTL PU	37-GALLON RECYCLE 1 BIN	NS	SN	2	ADDTL PU	TEMPORARY BINS 40 YARD ROLL OFF LOWBOY CONSTRUSION	20'STORAGE CONTAINER 20'STORAGE CONTAINER 21'STODAGE CONTAINED	26'STORAGE CONTAINER 26'STORAGE CONTAINER 40'STORAGE CONTAINER
CURRENT P	48.50	97.00 145.49	193.99	242.49	290.99	339.48 387.98	38.81		48.50 97.00	145.49	29.12	4.85	9.70 14 55	19.40	24.25	4.85	135.79 135.79	2.67 2.86	3.15 3.64 4.12
PROPOSED CURRENT		85.36 128 02	170 71	213.39	256.07	298.74 341 42	34 15	2	42.68 85.36	128.03	25.63	4 27	8.54 42.0 0.0	17.07	21.34	4.27	119.50 119.50	2.35 2.52	2.77 3.20 3.63
CURRENT PR	2 X WK 72.75	145.49	290.04	363 74	436.48	509.23 581 97	10-100		72.75 145.49	218.24		0 70	19.40 19.40	29.1U 38.80	48.50				
PROPOSED		128.03	192.UD	320.00	384.10	448.12 512.12	212.15		64.02 128.03	192.05		8 51	17.07	25.61 34.14	42.68				
CURRENT PROPOSED	3 X WK 150.35	300.68	451.03	761 77	902.05	1052.40	1202.74		111.55 223.00	334.64			29.10	43.65 58.20	72.75				
	132.31	264.60	396.91	529.21 664 54	793.80	926.11	1,058.41		98.16 106 22	130.32 294.48			12.80 25.61	38.41 51.22	64.02		•. • •		1994 - 2 <sup>4</sup>
CURRENT P	4 X WK 169.75	339.48	509.23	678.97	848./1 1018 45	1188.19	1357.93		135.79	407.38			19.40 38.80	58.20 77.60	97.00			•	
PROPOSED (	149.38	298.74	.448.12	597.49	/46.86 896 24	1,045.61	1,194.98		119.50	239.00 358.49			17.07 34.14	51.22 68.29	85.36		,	ж •	
CURRENT PROPOSED	5 X WK 184 26	368.58	552.87	737.16	921.45 1105 74	1290.03	1474.32		174.59	349.18 523.77	·		24.25 48.50	72.75 97 00	121.25				
ROPOSED	162 15	324.35	486.53	648.70	810.88 072.05	1,135.23	1,297.40		153.64	307.28 460.92			21.34 42.68	64.02 85.36	106.70				

## EXHIBIT D (2 of 2)

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

#### May 11, 2010

 TO: Anna Bryson, President and Members Board of Trustees, Capistrano Unified School District
 FROM: Ronald N. Lebs, Deputy Superintendent, Business and Support Services

#### SUBJECT: APPROVAL: EXTENSION OF BID NO. 0910-01 – PRODUCE – ASR FOOD DISTRIBUTORS, INC.

#### **BACKGROUND INFORMATION**

At the April 13, 2009, Board Meeting, the Board of Trustees authorized the advertising of bids for produce. This bid was properly advertised and bid documents were distributed to five vendors; one vendor submitted a bid. At the June 8, 2009, Board meeting, the Board of Trustees awarded Bid No. 0910-01 - Produce to ASR Food Distributors, Inc. The bid called for the agreement to commence June 9, 2009 through June 8, 2010, with two (2) one-year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

The expenditures under this contract for produce total \$43,545 to date for the 2009/10 fiscal year.

ASR Food Distributors, Inc. has supplied the District with excellent customer service and quality products.

#### **CURRENT CONSIDERATIONS**

This agenda item seeks the approval to extend Bid No. 0910-01 - Produce for the first renewal period of June 9, 2010 through June 8, 2011.

In light of the current fiscal crisis, a letter was sent to the vendor along with their current pricing, requesting the vendor submit reduced costs for the 2010/11 renewal period, as shown in Exhibit B.

ASR Food Distributors, Inc. will extend the contract for the next 12 months holding the price on approximately one half of the seventy items bid. Thirty-one items had price increases and nineteen items had price decreases, as shown in Exhibit C. The terms and conditions remain the same as the original agreement.

#### Extension Of Bid No. 0910-01 – Produce – ASR Food Distributors, Inc. May 11, 2010 Page 2

The items marked with an asterisk, on the price sheet as shown in Exhibit C, represent products typically ordered through the Department of Defense, (D.O.D.) at a fixed cost of \$4.73 per case. When product is not available through D.O.D. we utilize ASR Food Distributors, Inc. to supplement our orders on an as needed basis. ASR Food Distributors, Inc. has the capability to deliver the required quantities of product directly to designated sites in the District, and meet the vendor qualifications as stipulated by our bid.

Upon Board approval, Exhibit A shows the Extension Agreement between Capistrano Unified School District and ASR Food Distributors, Inc. for the extension period June 9, 2010 through June 8, 2011.

#### FINANCIAL IMPLICATIONS

Food and Nutrition Services remains self-funded with no direct impact on the District's General Fund.

#### **STAFF RECOMMENDATION**

It is respectfully recommended that the Board of Trustees approve the extension of Bid No. 0910-01 – Produce with ASR Food Distributors, Inc. for the first renewal period of June 9, 2010 through June 8, 2011.

#### **EXTENSION OF AGREEMENT**

#### BETWEEN

#### CAPISTRANO UNIFIED SCHOOL DISTRICT

#### AND

#### ASR FOOD DISTRIBUTORS, INC.

Bid No. 0910-01 – Produce called for an original contract period of June 9, 2009, through June 8, 2010, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with ASR Food Distributors, Inc., pursuant to Bid No. 0910-01, shall be extended for the period June 9, 2010 through June 8, 2011 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2010.

Except as set forth in this Extension Agreement, and Board approved on June 8, 2009, all other terms of the contract remain in full force and effect.

#### **DISTRICT**

#### **CONTRACTOR**

#### Capistrano Unified School District

ASR Food Distributors, Inc.

By:	By:
Signature	Signature
Terry Fluent	
	Print Name
Director, Purchasing	
	Title
Date:	Date:



# Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9441/FAX 493-4083

BOARD OF

ANNA BRYSON President

KEN LOPEZ-MADDOX Vice President

JACK R. BRICK Clerk

ELLEN M. ADDONIZIO

LARRY J. CHRISTENSEN

SUE PALAZZO

MICHAEL S. WINSTEN

#### INTERIM SUPERINTENDENT

BOBBI MAHLER, Ed. D.

ASR Food Distributors, Inc.

April 13, 2010

ASK Food Distributors, Inc. Ms. Kathryn Mariano, Controller 6100 Sheila Street Commerce, CA 90040

Subject: Bid No. 0910-01 Produce

Dear Ms. Mariano:

Your current contract for Produce Service to the Capistrano Unified School District, as referenced above, will expire on June 8, 2010.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit <u>reduced costs</u> for the renewal period June 9, 2010 through June 8, 2011. A copy of your current contract pricing is enclosed for your review. Please provide your proposed pricing on the enclosed form. Should your company wish to extend your contract for an additional 12-month period, a letter stating your desire to extend and your proposed pricing on the enclosed form must be received in our office by Monday, April 19, 2010.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9505.

Sincerely,

elitie tenningen

Debbie Henningsen Buyer, Purchasing Department



enc. c: Dawn Davey, Director, Food and Nutrition Services

EXHIBIT B (1 of 6)

#### CAPISTRANO UNIFIED SCHOOL DISTRICT PRODUCE ASR FOOD DISTRIBUTORS, INC. BID NO. 0910-01

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Item #	Item & Description	Est. Yearly Usage	Unit	%) Aw	as of Bid ard Date	Proposed Unit Pricing Actual Unit Cost as of	Fixed Plus % Figure Added to Actual Cost	Proposed Unit Pricing Extended Unit Cost (Actual = %) as of
1	Apples, Gala 138 cnt/cs	227	CS	¢	15 (0			
2	Apples, Gala 163 cnt/cs	8	CS	\$ \$	15.62 14.27			
3	Apples, Granny Smith 138 cnt/cs	278	CS	\$	13.53			
4	Apples, Granny Smith 163 cnt/cs	25	CS	\$	14.39			
5	Apples, Gold Delicious 138 cnt/cs Apples, Gold	95	CS	\$	19.68			
6	Delicious 163 cnt/cs Apples, Pink Lady	3	CS	\$	19.68			
7	163 cnt/cs Apples, Red Delicious	9	CS	\$	17.22			
3	138 cnt/cs Apples, Red Delicious	58	CS	\$	19.44			<del></del>
)	163 cnt/cs Apples, Fuji	29	CS	\$	16.85			
.0	138 cnt/cs Apples, Fuji	18	CS	\$	18.08			
1	163 cnt/cs Apples, Red, Sliced	5	CS	\$	15.62			
		360	CS	\$	49.20			
3		345	CS	\$	49.20			
	190 cnt/cs Avocado, Ripe	0	CS	\$	39.36			
	48 cnt/cs Bananas, Petite, Dole Green Tip,	10	CS	\$	48.89			
<b>5</b> 1	-	489	CS	\$	18.75			
7 ł	1	24	EA	\$	0.63			
$\frac{1}{292}$	2 oz./package	3	EA	\$	1.18			

#### CAPISTRANO UNIFIED SCHOOL DISTRICT PRODUCE ASR FOOD DISTRIBUTORS, INC. BID NO. 0910-01

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	1	1		$\frac{1}{1}$	/10-01	1	T	
Item #	Item & Description	Est. Yearly Usage	Unit	%) Aw	as of Bid ard Date	Proposed Unit Pricing Actual Unit Cost as of	Fixed Plus % Figure Added to Actual Cost	Proposed Unit Pricing Extended Unit Cost (Actual = %) as of
	Bell Peppers, Red							
19	1# medium \cs	53	CS	\$	28.29			
20	Bell peppers, Green 1# medium/cs	54	CS	\$	12.30			
	Broccoli Floret							
21	5#/bag	0	LBS	\$	1.55			
	Cabbage, Green,							
22	Shredded 5#/bag	185	LBS	\$	0.65			
	Cabbage, Red,							
23	Shredded 5#/bag	60	LBS	\$	1.16			
	Carrot Sticks, 3" in				-			
24	length 5#/bag	15	LBS	\$	1.24			
	Carros,1.3 oz. Cello							
	Baby							
25	200 - 1/3 oz. bags/cs	625	CS	\$	20.50			
	Carrots, 2 oz. Cello							
	Baby							
26	200-1.3oz. bags/cs	0	CS	\$	20.75			
	Carrots, Shredded							
27	5#/bag	205	LBS	\$	0.75			
	Celery Sticks, 4" in							
	length							
28	5#/bag	620	LBS	\$	1.24			
	Celery, Diced, Fine							
29	5# bag	65	LBS	\$	1.15			
	Chili, Jalapeno							· · · · · · · · · · · · · · · · · · ·
30	lb.	17	LBS	\$	1.17			
	Cilantro							
31	bunch/each	54	EA	\$	0.47			
	Corn, Cobs		1					
32	each	0	EA	\$	0.87			
	Cucumbers		1					
	36/case (approx.		1					
	18#/cs)	222	CS	\$	12.30			
	Grapes, Fancy, Lunch			+*				
	Bunch Pack							
	150-3 oz./cs	309	CS	\$	19.99			202
L		L		XHIBI		<u>_</u> <u>l</u>		293

#### CAPISTRANO UNIFIED SCHOOL DISTRICT PRODUCE ASR FOOD DISTRIBUTORS, INC. BID NO. 0910-01

		<u> </u>		<u>NU. 0</u>	710-01			
Item #	# Item & Description	Est. Yearly Usage	Unit	%) Aw	as of Bid ard Date	Proposed Unit Pricing Actual Unit Cost as of	Fixed Plus % Figure Added to Actual Cost	Proposed Unit Pricing Extended Unit Cost (Actual = %) as of
	Jicama Sticks, 4" in							
	length							
35	5# bag	0	LBS	\$	1.79			
	Kiwi							
36	122 cnt/cs	214	CS	\$	14.15			
	Lemons, Fancy							
37	140 cnt/lb	5	LBS	\$	0.70			
	Lettuce, Greenleaf							
38	24 cnt/cs	67	CS	\$	21.25			
	Lettuce, Greenleaf						· · · · · · · · · · · · · · · · · · ·	
39	wrapped/each	765	EA	\$	1.61			
	Lettuce, Iceberg, Head							
40	24 cnt/cs	11	CS	\$	20.02			
	Lettuce, Iceberg							
41	wrapped/each	24	EA	\$	1.46			
	Lettuce, Romaine							
42	wrapped/each	61	EA	\$	1.61			
	Lettuce, Iceberg,							
	Shredded							
43	5#/bag	1,755	LBS	\$	0.69			
	Nectarines							
44	88-96/cs	46	CS	\$	34.44			
	Onions, Green							
45	bunch/each	48	EA	\$	0.61			
10	Onions, Brown, Jumbo	f						
46	cs	12	CS	\$	9.23			
17	Onions, Red	25	IDC					
47	1# bag	25	LBS	\$	0.59			
48	Oranges 138 cnt/cs	216	<b>C</b> 5		15.00			
+0		346	CS	\$	15.99			
49	Oranges 163 cnt/cs	22	CS	6	15.00			
77	Parsley	23	CS	\$	15.99			
50	•	5	EA	đ	0.42			
51	Peaches	J	EA	\$	0.42			
51		37	cs	¢	21.52			
	Pears	51		\$	21.53			
5294		77	cs	¢	27 60			
	150 0110 05	11	0	\$	27.68	· EXHİ	зітв ⊥	

#### CAPISTRANO UNIFIED SCHOOL DISTRICT PRODUCE ASR FOOD DISTRIBUTORS, INC.

BID	NO.	091	0-01
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Item #	Item & Description	Est. Yearly Usage	Unit	%) Aw	as of Bid ard Date	Proposed Unit Pricing Actual Unit Cost as of	Fixed Plus % Figure Added to Actual Cost	Proposed Unit Pricing Extended Unit Cost (Actual = %) as of
53	Pineapple 10 cnt/cs	8	CS	\$	15.99			
54	Plums 175 cnt/cs	78	CS	\$	17.84			
55	Potatoes, Russet 80 cnt/cs	6	CS	\$	14.76			
56	Pumpkins Medium Size each	0	EA	\$	3.27			
57	Radishes bunch/each	2	EA	\$	0.78			
58	Romaine, Chopped 5/bag	1868	LBS	\$	1.35			
59	Salad Mix, 3-Way 5#/bag	5,475	LBS	\$	0.69			
60	Salad Mix, 4-Way 5#/bag	2,335	LBS	\$	0.69			
61	Strawberries flat/case	39	CS	\$	19.68			
62	Spinach Cleaned 2.5#/bag	29	LBS	\$	2.10			
63	Tangerines, Clementine 185 cnt/cs	53	CS	\$	20.91			
64	Tangerines, Minneola, Medium 120 cnt/cs	83	CS	\$	20.91			
65	Tangerines, Satsuma 138 cnt/cs	136	CS	\$	17.22			
66	Tomatoes, 6x6 20#/case	26	CS	\$	14.76			
67	Tomatoes, Cherry baskets/each	19	EA	\$	1.58			
	Tomatoes, Cherry cse	10	CS	\$	15.99			
	Tomatoes, Diced	5	LBS	\$	2.28			
	Watermelon, Seedless Average 25, 30 lbs each	0						
70	25-30 lbs each	0	EA	\$	3.84	EXHIBI	гв 🔟	295

<sup>(5</sup> of 6)

			H R FOOD I	IFIED SCHOO PRODUCE DISTRIBUTOR NO. 0910-01			
Item #	Item & Description	Est. Yearly Usage	Unit	%) as of Bid Award Date	Proposed Unit Pricing Actual Unit Cost as of	Fixed Plus % Figure Added to Actual Cost	Proposed Unit Pricing Extended Unit Cost (Actual = %) as of
	Actual cost plus % cap/limit for any additional produce items that may be added to this price request						
	TOTAL BID PRICE:						

#### ASR FOOD DISTRIBUTORS, INC.

5100 Sheila Street, Commerce, CA 90040 (323) 890-4525 • Fax (323) 890-4533

April 15, 2010

Ms. Debbie Henningsen Buyer, Purchasing Departent Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675

Re: Bid no. 0910-01 Produce

Dear Ms. Henningsen:

ASR Foods wishes to renew and extend your current produce proposal at the same terms, percentage markup and conditions as the 2009/2010 school year. However if the district wishes to save some money, ASR Foods offers a three percent (3%) discount if only required to make one delivery to the central kitchen.

If this option were to be used it would require the district trucks to make the individual school deliveries that ASR is currently making. This would lower delivery costs from ASR and the district could save the 3% in produce costs. Deliveries to the central kitchen would be made on an as-needed basis.

Sincerely,

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Mel Olds President

MHO:do Enci.

Cc: Dawn Davey, Director, Food and Nutrition Services

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#### CAPISTRANO UNIFIED SCHOOL DISTRICT PRODUCE ASR FOOD DISTRIBUTORS, INC.

BID NO. 0910-01

	Item #	Item & Description	Est. Yeariy Usaga	Unit	%) a Awa	is of Bid ird Dete	Proposed Unit Pricing Actual Unit Cost as of	Fixed Plas % Figure Added to Actual Cost	Proposed Unit Pricing Extended Unit Cost (Actual = %) as of $\frac{1}{4}$ ./5-/0
*	1	Apples, Gala 138 cnt/cs	227	CS	5	1 <u>5.<b>62</b></u>	26,00	23%	31.98
	2	Apples, Gala 163 cnt/cs	8	CS	5	14.27	18.50	237.	22.76
18	3	Apples, Granny Smith 138 cnt/cs	278	CS	5	13.53	2250	2370	27:68
	4	Apples, Granny Smith 163 cm/cs	25	<u>cs</u>	5	14,39	22.50	2370	27.6P
¥		Apples, Gold Delicious 138 cnt/cs	95	cs	5	19. <b>68</b>	16.70	23%	20.54
	6	Apples, Gold Delicious 163 cnt/cs Apples, Pink Lady	3	<u>cs</u>	\$	19.68	18.70	23%	23.60
	7	163 cnt/cs Apples, Red Delicious	9	<u>c</u> a	\$	17.22	20.70	23%	23.46
₹	8	138 ant/cs Apples, Red Delicious	58	Cs	\$	19.44	19.70	23%	24.23
*	9	163 ent/cs Apples, Fuji	29	cs	\$	16.85	17.70	23%	21.77
-q-	10	138 cot/cs Apples, Fuji	18	CS	5	18,05	19.70	23%	24,23
	11	163 cut/cs Apples, Red, Sliced	5	CS	\$	15,62	19.70	23%	24.23
- the second sec	12		360	CS	\$	49.20	40,00	23%	49.20
⋇	13		345	<u>CS</u>	5	49.20	40,00	23%	49.20
ļ	14		0	C\$	\$	39.36	32.00	23%	39.36
ļ	15		10	<u>C</u> Ş	<u>s</u>	48.89	29.50	23%	36.29
		Green Tip.	489	ÇS .	5	18.75		Fixed	18.7.5
[	17 1			EA	5	0.63	.38	23%	. 47
		Bean Sprouts 2 oz./packags	3	EA	5	1.18	.58	23:	. 71.

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#### CAPISTRANO UNIFIED SCHOOL DISTRICT PRODUCE ASR FOOD DISTRIBUTORS, INC.

#### BID NO. 6910-61

Phase -	# Item & Description	Est. Yearly Usage	Unit	%) Aw	ss of Bid and Dute of	Proposed Unit Pricing Actual Unit Cost as of 4-15-10	Fixed Pive % Figure Added to Actual Cost	Proposed Unit Pricing Extended Unit Cost (Actual = 9 at of 4-15-10
Termo -	Bell Peppers, Red							
19	1# medium \cs	53	cs	15	28.29	40,00	23%	49.20
<u> </u>	Bell peppers, Green			1		T T		
20	1# medium/cs	54	CS	\$	12.30	33,00	23%	40.59
<u> </u>	Broccoli Floret			-	<u></u>			70.07
		6	LBS	s	1.55		1.55 Fire	1 1.55
21	5#/bag	0	1,000				1.20 //re	
	Cabbage, Green,	line	7 26		0.65	· ·	مصير ا	1 10
22	Shredded 5#/bag	185	LBS	<u>s</u>	0.65		62 678	165
<b>1</b>	Cabbage, Red,					ł	1 1 1 1 1	
23	Shredded 5#/bag	60	LBS	\$	1.16		1.7 6 10	el 1.16
1	Carrot Sticks, 3" in					]	1	
24	Icugth 5#/bag	15	LBS	5	1.24	· · · · · · · · · · · · · · · · · · ·	1.27 F1	1.1.2
	Cerros, 1.3 oz. Cello		1					ľ
1	Baby 13	1	1	1			and	
25	200 - 1/3 oz. baga/cs	625	CS	5	20.50	· · · · · ·	20.50 11	1 20.50
26	Canots, 2 oz. Cello Baby 150 2 oz. 2001 Sor baga/cs	0	CS	5	20.75		20.75 FI	a/ 20.2
1	Carrots, Shredded	1		1.			1	
27	SMDag	205	LBS	5	0.75		.75 File	.75
28	Celery Sticks, 4" in length 5#/bag	620	LBS	5	1.24		1.24 Fixe	1.24
	Celery, Diced, Fine			1.	أعديا		1.15 Fixe	1110
29	5# beg	65	LBS	S	1.15			1
1	Chili, Jalapeno	{				100	23%	1.23
30	16,	17	LBS	\$	1,17	1.00	0.01	1.00
}	Cilantro					,-1	721	
31	bunch/each	54	EA	S	0.47	. 17	23%	,21
1	Com, Cobs	ľ	1		]	,31	23%	· · ·
32	etch	0	6A	5	0.87	10,	er a ra	-38
	Cucumbers							
i	36/case (approx.	{	1	1	1	8.00	237	13 m 14
33	18#/cs)	222	CS	\$	12.30	8.00		984
F	Grapes, Fancy, Lunch	1						······································
34	Bunch Pack 150-3 oz./cs	309	CS	5	19.59	18.10	23%	27.26

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#### CAPISTRANO UNIFIED SCHOOL DISTRICT PRODUCE ASR FOOD DISTRIBUTORS, INC.

#### BID NO. 0910-01

*	3 <u>5</u> 36	Item & Description Jicama Sticks, 4" in length 5# bag Kiwi	Usage			ze 9, 2009	Cost as of 4-15-16	Added to Actual Cost	14.15-10	
*	36	5# bag		I	T					1
*	36		ю	LBS	s	1.79		1.79 FH	1 100	I
	36	INJW1	<u> </u>		╉╩	<u>_</u>		1.075 14	1.29	┨
		122 cnt/cs	214	cs	\$	14.15	16.50	23%	20.30 -	ł
		Lemons, Fancy								1
- F	37	140 cnt/lb Lethics, Greenleaf	5	LBS	5	0.70	.54	23%	.61	ļ
*	38	24 cnt/cs	67	cs	\$	21.25	11.00	23%	13.53	ļ
۹   <sup>2</sup>		Lettuce, Greenleaf	12/		1-	63,63			13.303	ł
3		wrapped/each	765	EA	5	1.61	.98	23'.	1.21	l
*	1	Leituce, Iceberg, Head	•	1	T			n # 1		ł
- 4		24 cnt/cs	111	CS	3	20.02	12.00	23%	14.76	
		Lettuce, Iceberg wrapped/each	24	EA			96	23%	110	
		Lettuce, Romaine			<b>↓\$</b>	1.46			1.18	
* 4		wrapped/each	61	EA	s	1.61	.98	23%	1.21	l
F		Lettuce, Iceberg,	1	1	<u>†                                    </u>					
*	1	Shredded		ļ					10	
4		5#/bag	1,755	LBS	5	0.69		. 69 Fisch	- 69	1
		Nectarines					14.00	23%.		
<u> </u>		88-96/cs Onions, Green	46	CS	5	34,44	19,00	<u> </u>	17.22	
₩4	1	Mnch/cacit	48	EA	5	0.61	.21	23%	.26	
F		Quions, Brown, Jumbo	and a second	f=	<u> </u>					
4		3	12	CS	\$	9.23	29.00	23%	35.67	
		Onions, Red					-7,	001	_	
4		# bag	25	LBS	\$	0.59	.76	231.	. 93	
¥ 45		Dranges 39. entries	246		÷	15.00	12.50	23%	1000	
* 48		38 ent/es	346	CS	5	15.99	16.94	e 3 11	1538	
* 45			23	cs	\$	15.99	11.50	23%	14.15	
1		arsley								
50	0 0		5	EA	\$	0.42	.13	23%	.16	
51	Î P	eaches				1	12 (7)			
<u> </u>			37	<u>CS</u>	5	21.53	13.50	23 1	16.61	
* 52		eans 50 cmt/cs	77	C5	\$	27.68	17.70	23%	21.77	

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#### CAPISTRANO UNIFIED SCHOOL DISTRICT PRODUCE ASR FOOD DISTRIBUTORS, INC.

#### BID NO. 0910-01

-	Item #	Item & Description	Est. Yearly Usage	Unit	%): Aw	es of Bid ard Date	Proposed Unit Pricing Actual Unit Cost as of	Fixed Plus % Figure Added to Actual Cast	Proposed Unit Pricing Extended Unit Cost (Actual = %) as of
¥		Pineapple	1				15.00	23'.	10 11-
`	53	10 cnt/cs	8	<u>cs</u>	<u> </u> \$	15.99			18:45
	54	175 cnt/cs	78	CS	5	17.84	18.00	23'1	22.14
砲	55	Potatoes, Russet 80 cm/cs	6	CS	\$	14.76	7.50	23'1,	9.23
	56	Pumpkins Medium Size each	0	EA	5	3.27	1.08	23.	1.33
	57	Radishcs bunch/cach	2	BA	S	0.78	42	22%	.52
	58	Romaine, Chopped 5/bng	1868	LBS	\$	1.35	, , ,	1.35 54	1 1.35
¥	59	Salad Mix, 3-Way 54/bag Salad Mix, 4-Way	5,475	LBS	3	0.69		.69 Fix	1.69
	60	Selad Mir, 4- way 5#/bag	2,335	LBS	\$	0.69		.19Fz	- 69
*		Strawberries flat/case	39	cs	\$	19.68	6.76	23.,	8.30
		Spinach Cleaned 2.5#/bag	29	LBS	5	2.10		2.10 Fred	2.10
*		Tangerines, Clementine 185 cnt/cs	53	CS	5	20.91	16.50	23 %	20.30
	64	Tangerines, Minneola, Medjum 120 cnt/cs	83	cs	\$	20.91	14.50	23 "	17.8.4
ł	65	Tangerines, Satsuma 138 ent/cs Tomatoes, 6x6	136	Cs	\$	17.22	18.25	23'1,	22.45-
*	66	20#/case	26	cs	\$	14.76	1600	23'1	19.18.
	67	Tomatoes, Cherry baskets/each	19	EA	\$	1.58	1.00	23 '1,	1.23
	68		10	CS	<u>\$</u>	15.99	12.00	23'4	14.76
		Formatoes, Diced b	5	LBS	\$	2.28		2.28 Facal	228
		Watermelon, Scedless Average 25-30 lbs each	0	EA	\$	3,84	4.29	23%	5.28

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ANO UNIFIED SCHOOL DISTRICT

CAPISTRANO UNIFIED SCHOOL DISTRIC
PRODUCE
ASE FOOD DISTRIBUTORS, INC.
BID NO. 0910-01

Item #	Item & Description	Est. Yearly Usage	Unit	%) s3 of Bid Award Date	Proposed Unit Pricing Actual Unit Cost as of	Fixed Plus % Figure	Proposed Unit Pricing Extended Unit Cost (Actual = %) as of 1-15-18
	Actual cost plus % cap/limit for any additional produce items that may be added to this price request					23'.	
	TOTAL BID PRICE						

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

#### May 11, 2010

### TO: Anna Bryson, President and Members Board of Trustees, Capistrano Unified School District FROM: Ronald N. Lebs, Deputy Superintendent, Business and Support Services SUBJECT: APPROVAL: EXTENSION OF BID NO. 0809-11 – PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE – P & R PAPER SUPPLY COMPANY, INC.

#### **BACKGROUND INFORMATION**

At the March 9, 2009, Board Meeting, the Board of Trustees authorized advertising for bids for Paper and Plastic Products for Food and Nutrition Service. This bid was properly advertised and bid documents were distributed to three vendors; all three vendors submitted a bid. At the June 8, 2009, Board meeting, the Board of Trustees awarded Bid No. 0809-11 Paper and Plastic Products for Food and Nutrition Service to P & R Paper Supply Company, Inc. The bid called for the agreement to commence July 1, 2009 through June 30, 2010, with two (2) one-year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

The expenditures under this contract for paper and plastic products for Food and Nutrition Services total \$207,000 to date for the 2009/10 fiscal year.

P & R Paper Supply Company, Inc. has supplied the District with excellent customer service and quality products.

#### **CURRENT CONSIDERATIONS**

This agenda item seeks the approval to extend Bid No. 0809-11 – Paper and Plastic Products for Food and Nutrition Service for the first renewal period of July 1, 2010 through June 30, 2011.

In light of the current fiscal crisis, a letter was sent to the vendor along with their current pricing, requesting the vendor submit reduced costs for the 2010/11 renewal period as shown in Exhibit B.

Extension of Bid No. 0809-11 Paper and Plastic Products for Food and Nutrition Service – P & R Paper Supply Company, Inc.

May 11, 2010 Page 2

P & R Paper Supply Company, Inc. will extend the contract for the next 12 months holding the price on the majority of items. Of the seventy items bid, twelve items increased in price and two items had price decreases as shown in Exhibit C. Price increases are due to the escalating cost of aluminum, the constant increase of raw material, labor and freight cost. Cost increases have been addressed directly with the manufacturer and are supported with corresponding letters in file. The terms and conditions remain the same as the original agreement.

Upon Board approval, Exhibit A shows the Extension Agreement between Capistrano Unified School District and P & R Paper Supply Company, Inc. for the extension period July 1, 2010 through July 30, 2011.

#### FINANCIAL IMPLICATIONS

Food and Nutrition Services remains self-funded with no direct impact on the District's General Fund.

#### **STAFF RECOMMENDATION**

It is respectfully recommended that the Board of Trustees approve the extension of Bid No. 0809-11 - Paper and Plastic Products for Food and Nutrition Service with P & R Paper Supply Company, Inc. for the first renewal period of July 1, 2010 through June 30, 2011.

#### **EXTENSION OF AGREEMENT**

#### BETWEEN

#### **CAPISTRANO UNIFIED SCHOOL DISTRICT**

#### AND

#### P & R PAPER SUPPLY COMPANY, INC.

Bid No. 0809-11 – Paper and Plastic Products for Food and Nutrition Service called for an original 12-month contract covering the period July 1, 2009 through June 30, 2010, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 months as allowed by the California Education Code 17596.

The contract with P & R Paper Supply Company, Inc. pursuant to Bid No. 0809-11, shall be extended for the period July 1, 2010 through June 30, 2011, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2010.

Except as set forth in this Extension Agreement, and Board approved on June 8, 2009, all other terms of the contract remain in full force and effect.

#### DISTRICT

#### Capistrano Unified School District

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

Signature

Terry Fluent

Director, Purchasing

Date:

CONTRACTOR

P & R Paper Supply Company, Inc.

Ву:\_\_\_\_\_ Signature

Print Name

Title

Date:



BOARD OF

ANNA BRYSON President

KEN LOPEZ-MADDOX Vice President

JACK R. BRICK Clerk

ELLEN M. ADDONIZIO

LARRY J. CHRISTENSEN

SUE PALAZZÓ

MICHAEL S. WINSTEN

#### INTERIM SUPERINTENDENT

BOBBI MAHLER, Ed. D.

## Capistrano Unified School District

33122 Valle Road, San Juan Capistrano, CA 92675

Excellence in Education

Telephone (9/0) 224 0444 (544

April 12, 2010

P & R Paper Supply Co.Ms. Catherine Becker, ControllerP. O. Box 5901898 E. Colton Ave.Redlands, CA 92373

Subject: Bid No. 0809-11 – Paper and Plastic Products for Food and Nutrition Service

Dear Ms. Becker:

Your current contract for Paper and Plastic Products for Food and Nutrition Service to the Capistrano Unified School District, as referenced above, will expire on June 30, 2010.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period July 1, 2010 through June 30, 2011. A copy of your current contract pricing is enclosed for your review. Please provide your proposed pricing on the enclosed form. Should your company wish to extend your contract for an additional 12-month period, a letter stating your desire to extend and your proposed pricing on the enclosed form must be received in our office by Monday, April 19, 2010.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9505.

Sincerely,

Debleie Henningson

Debbie Henningsen Buyer, Purchasing Department



enc.c: Dawn Davey, Director, Food and Nutrition Services

EXHIBIT B (1 of 8)

Item	Product Description, Brand and Code/SKU #	P&R Paper	Proposed
No.	Flouder Description, Drand and Code Sixe #	Supply Unit Price	Pricing for 2010-2011
1	12x12 Fresh Express Drywx PPC-1212FEC 5000/pkg	\$ 86.50	
2	10.5x8.25x4 Zip Lunch Bag, ROB-Lunchbag 11506 250/pkg	\$ 40.00	
3	10x14 Fresh Express Foil, PC-1014FEC 2500/pkg	\$ 99.75	
4	12 oz. Clear Cup LLC-KC12 1000/pkg	\$ 49.55	
5	12x12 Blue Check Wrap USA-301401 5000/pkg	\$ 54.50	
6	12x12 Chipotle Wrap USA-301517 5000/pkg	\$ 57.40	
7	12x12 Green Check Wrap USA-301404 5000/pkg	\$ 54.50	
8	12x12 Red Check Wrap USA-301402 5000/pkg	\$ 54.50	
9	5# Love School Lunch Bag BAG-200 1000/pkg	\$ 47.85	
10	6# Fresh Express Wax Lunch Bag PPC-6WAXFEC 1000/pkg	\$ 60.00	
11	Apron, Plastic 28x46, GOL-1532 100/pkg	\$ 2.35	
12	Bag, Foil "Cheeseburger" PPC-300529 1000/pkg	\$ 24.75	
13	Bag, Foil "Chicken" PPC-444492 1000/pkg	\$ 24.75	

BID	NO.	0809-1	11

Item No.	Product Description, Brand and Code/SKU #	P&R Paper Supply Unit Price	Proposed Pricing for 2010-2011
14	Bag, Foil "Hot Dog" PPC-F9HDPR 1000/pgk	\$ 24.75	
15	Bag, Foil Fresh & Delicious PPC-453028 1000/pkg	\$ 45.90	
16	Bag, Freezer 18x24 FDH-FS1824 250/pkg	\$ 12.40	
17	Bag, Freezer 8x4x18 ELK8418-15 1000/pkg	\$ 43.95	
18	Bag, Deli 7x10 FDH-SS710 2000/pkg	\$ 13.65	
19	Bag, Sandwich #6, CLB-65B 2000/pkg	\$ 7.95	
20	Bag, Ziploc 2-Gal FDH-FH10 100/pkg	\$11.20	
21	Bouffant Cap 21" White CEL-B1400HS 1000/pkg	\$ 24.95	
22	Bowl, Black Hot/Cold, 12 oz. CMF-765-120 500/pkg	\$ 54.00	
23	Bowl, Clear 24 oz. (Secondary) DRT-C24B 500/pkg	\$62.00	
24	Bowl, Fiber 12 oz. PCA-MC5-0012 125/pkg	\$ 41.00	
25	Box, Chinese Food "Pagoda" GSD-16MWPAG 450/pkg	\$ 24.95	

BID NO. 0809-11

Item	BID NO. 080 Product Description, Brand and Code/SKU #	P&R Paper	Proposed
No.	Froduct Description, Brand and Code/SKO #	Supply Unit Price	Pricing for 2010-2011
26	Container Lid Salad To Go SWT-LD6ANH 500/pkg	\$37.45	
27	Cup, 21 oz. Salad to Go Print Cup SWT-CD21NSAL 500/pkg	\$ 79.70	
28	Cup, "Café" 12 oz DRT-12X12G 20/pkg	\$ 5.69 20/pkg \$ 28.45 1,000/cs	
29	Cup, Portion 2 oz, SOL-B200 250/pkg	\$ 21.25 2,500/cs	
30	Cup, Portion 5.5 oz. SOL-UR55 250/pkg	\$ 41.95 2,500/cs	
31	Doilies, Lace 12" SML-12LACE 500/pkg	\$ 13.00	
32	Film, 12 in. Wrapmaster WPL-WMF12 2 rolls/pkg	\$ 16.00 roll \$ 32.00 2 rolls/pkg	
33	Film, 18 in. Wrapmaster WPL-WMF18 2 rolls/pkg	\$ 19.00 roll \$ 38.00 2 rolls/pkg	
34	Flat Lid, No Hole for 12 oz. Cup LLC-KC626NH 1000/pkg	\$ 19.55	
35	Foil 18x500 Foil HD WPL-WMFOIH18 2 rolls/pkg	\$58.00	
36	Foil 18x500 Foil STD WPL-WMFOIS18 2 rolls/pkg	\$ 49.00	
<u></u>			

RID	NO	0809-11	
BID	INU.	0009-11	

Item No.	Product Description, Brand and Code/SKU #	P&R Paper Supply Unit Price	Proposed Pricing for 2010-2011
37	Foil Sheets, 10-3/4x12 HFA-21210 200/pkg	\$44.55	
38	Foil Wrap 10-1/2x14 Green Design PPC-300845 2000/pkg	\$ 48.90	
39	Food Container White 8 oz. (soup) LLC-KDP8W 1000/pkg	\$ 47.95	
40	PP Flat Lid for 8 oz. F/C, LLC-KL95PP 12/pkg	\$ 27.80 1,000/cs	
41	Fork Medium Weight White NTR-3640 100/pkg	\$ 5.85 1,00/cs	
42	Glove, Medium PF Latex GOL-1563 100/pkg	\$ 2.99 per 100 \$ 29.90 1,000/cs	
43	Glove, Medium Rubber Latex GOL-1062 12/pkg	\$ 3.30	
44	Glove, Plastic Disposable LIG-4003 100/pkg	\$ .385 per 100 \$ 3.85 1,000/cs	
45	Glove, Small P/F Latex GOL-1564 100/pkg	\$ .299 per 100 \$ 29.90 1,000/cs	
46	Hot N Delicious Pizza Bag BAG-300417 2000/pkg	\$ 39.95	
47	Hotel Pan, Full, Disposable HFA-2019-00 50/pkg	\$ 26.95	

BID NO. 0	)809-11
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Item No.	Product Description, Brand and Code/SKU #	P&R Paper Supply Unit Price	Proposed Pricing for 2010-2011
48	Hotel Pan, Half, Disposable HFA-321-40 100/pkg	\$ 20.10	
49	Knife Medium Weight White NTR-3641 100/pkg	\$585 per 100 \$ 5.85 1,000/cs	
50	Lid, 12 oz. (Black Bowl) CM-265-12VH 500/pkg	\$ 49.75	
51	Lid, 2 oz. Clear SOL-PL2 100/pkg	\$ .80 per 100 \$20.00 2,500/cs	
52	Lid, 24 oz. Clear (Secondary) DRTC64BL 1000/pkg	\$75.50	
53	Lid, 5.5 oz. Clear SOL-PL4 100/pkg	\$ 1.26 per 100 \$ 31.50 2,500/cs	
54	Liddles 2 oz. Portion Cup JRV-87242 900/pkg	\$ .044 each \$ 40.35 900/pkg	
55	Liddles 4 oz. Portion Cup JRV-87220 900/pkg	\$ .065 each \$ 58.55 900/pkg	
56	Menu Tissue, White 12x12 "Easy Wrap" MCNMT12 1000/pkg	\$ 6.24 per 1,000 \$ 62.40 10,000/cs	
57	Menu Tissue, Yellow Quick Wrap JRV-891259 1000/pkg	\$ 7.91 per 1,000 \$ 39.55 5,000/cs	

BID NO. 0809-11

Item No.	Product Description, Brand and Code/SKU #	P&R Paper Supply Unit Price	Proposed Pricing for 2010-2011
58	Napkin 10x10 White Dinner PAT-1078200 4000/pkg	\$31.45	
59	Napkin Cocktail White PAT-1078200 200/pkg	\$31.45	
60	Napkin Hynap PCS-ST713 625/pkg	\$22.90	
61	Napkin Mega Cartridge KCC-98908 875/pkg	\$ 38.95 5,250/cs	
62	Nested Tray Fresh Express DOP-13381FEC 500/pkg	\$17.05	
63	Pan Liner 16x24 GPQ PPC-25Q1 1000/pkg	\$ 23.95	
64	Pan Liner, 6-7 Quart 15x15 PAK-5612 100/pkg	\$19.50	
65	Pan Liner, Full Size 4" Deep PAK-5607 100/pkg	\$ 51.00	
66	Parfait Cup Insert SAB-14003D 1000/pkg	\$ 52.50	
67	Pick Up Tissue PPC-TF6 1000/pkg	\$ 3.235 per 1,000 \$ 32.35 10,000/cs	
68	Plate Fiber 9" PCA-MC5-0009 500/pkg	\$30.20	

#### CAPISTRANO UNIFIED SCHOOL DISTRICT PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE P AND R PAPER SUPPLY COMPANY JULY 1, 2010 THROUGH JUNE 30, 2011 BID NO. 0809-11

Item No.	Product Description, Brand and Code/SKU #	P&R Paper Supply Unit Price	Proposed Pricing for 2010-2011
69	Plate Paper 6" JRV-UX6SAGE 250/pkg	\$ 28.50	
70	Pop Up Tray JRV-CT963 500/pkg	\$17.05	

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P&R Paper Supply Company, Inc.

Wholesale Distributors of Paper and Janitorial Products

P.O. Box 590 ~ 1898 E. Colton Avenue, Redlands, CA 92374 Phone (909) 794-1108 ~ Fax (909) 794-1237 www.prpaper.com ~ Email: info@PRPaper.com

April 19, 2010

Capistrano U.S.D. Child Nutrition Service 33122 Valle Road San Juan Capistrano, Ca 92675 Attn: Debbie Henningsen

Re: Extension of Paper Bid for 2010-2011 School Year

Dear Debbie:

Thank you for allowing us the opportunity to renew pricing with your school district. The attached spreadsheet illustrates any price differences between current contracted items and the contracted items for the upcoming school year. As you will notice, there has been some increases on gloves and foil related items for this upcoming school year, but fortunately, your high usage items such as trays and cutlery have stayed the same . Any cost increases have been addressed directly with the manufacturer, and therefore supported with the attached corresponding letters.

Also enclosed is an order guide for your convenience. We encourage school districts to utilize this order guide in an effort to eliminate confusion with pricing, item codes, and cases packs. If this is something that you would like sent electronically, please feel free to contact our office. We look forward to continuing our valued business relationship with your district during the 2010-2011 school year.

In addition to providing a distribution service to our school districts, P&R Paper has accepted the responsibility of functioning as a packaging consultant to our customers. We feel it is our duty to be experts in our field and to ensure that our customers are aware of new and innovative products in the market - and are using the items that best meet their needs. Our staff is eager to work with you in determining which products may be suitable alternatives for your district.

Also, we continue to be committed to preserving our natural environment and encourage you to be a leader in this movement. We continue to have a variety of suitable product replacements that will help make this happen.

Please feel free to contact our office any time if you have any questions about product alternatives.

Sincerely,

Linky Montaym

Lindsey Malberger School District Sales (909) 389-1825

Food Service Disposables ~ Wrapping Paper ~ Corrugated Boxes ~ Packaging Materials Bags ~ Tapes ~ Restaurant Supplies ~ Janitorial Supplies & Equipment Freezer Supplies ~ Gift Wrap ~ Specialties ~ Towels

> EXHIBIT C (1 of 8)

#### CAPO USD

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## CAPISTRANO UNIFIED SCHOOL DISTRICT PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE P AND R PAPER SUPPLY COMPANY JULY 1, 2010 THROUGH JUNE 30, 2011

# BID NO. 0809-11

Item	BID NO. 08	09-11	
No.	Product Description, Brand and Code/SKU #	P&R Paper Supply Unit Price	Proposed Pricing for 2010-2011
1	12x12 Presh Express Drywx PPC-1212FBC 5000/pkg	\$ 86.30	2010-2011
2	10.5x8.25x4 Zip Lunch Bag, ROB-Lunchbag 11506 250/pkg	\$ 40.00	
3	10x14 Fresh Express Foil, PC-1014FEC 2500/pkg	\$ 99.75	
4	12 oz. Clear Cup EDC-RC12 1000/pkg SOL-116398	\$ 49.55	
5	12x12 Blue Check Wrap USA-301401 5000/pkg	\$ 54.50	
5	12x12 Chipotle Wrap USA-301517 5000/pkg	\$ 57.40	
	12x12 Green Check Wrap <del>USA-301404</del> PPC -057950 5000/pkg	\$ 54.50	$\checkmark$
	12x12 Red Check Wrap PPC-057700 USA-301402 5000/pkg	\$ 54.50	V
1	5# Love School Lunch Bag BAG-200 1000/pkg	\$ 47.85	
F	# Fresh Express Wax Lunch Bag PC-6WAXFEC 000/pkg	\$ 60.00	
2	pron, Plastic 8x46, GOL-1532 00/pkg	\$ 2.35	2.85
P	ag, Foil "Cheeseburger" PC-300529 000/pkg	\$ 24.75	26.60
	ag, Foil "Chicken"		26.60

#### CAPO USD

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## CAPISTRANO UNIFIED SCHOOL DISTRICT PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE P AND R PAPER SUPPLY COMPANY JULY 1, 2010 THROUGH JUNE 30, 2011

# BID NO. 0809-11

Item	BID NO. 0	809-11	/ 1 3.
No.	Around Description, Brand and Code/SKU	# P&R Paper Supply	Proposed Pricing for
14	Bag, Foil "Hot Dog" PPC-F9HDPR 1000/pgk	<u>Unit Price</u> \$ 24.75	2010-2011
15	Bag, Foil Fresh & Delicious PPC-453028 1000/pkg	\$ 45,90	a 6.60
16	Bag. Freezer 18x24 FDH-FS1824 250/pkg	\$ 12.40	
17	Bag, Freezer 8x4x18 ELK9418-15 1000/pkg ELK-6418-1	\$ 43.95	
18	Bag, Deli 7x10 FDH-SS710 2000/pkg	\$ 13.65	
19	Bag, Sandwich #6, CLB-65B 2000/pkg	\$ 7.95	7
20	Bag, Ziploc 2-Gal FDH-FH10 100/pkg	\$11.20	/
21	Bouffant Cap 21" White CEL-B 1400HS 1000/pkg	\$ 24.95	1
2	Bowl. Black Hot/Cold, 12 oz. CMC-765-120 ANC -4605817 500/pkg	\$ 54.00	44.65
1	Bowl, Clear 24 oz. (Secondary) DRT-C24B 300/pkg	<b>\$62:01</b> ろ	$\overline{\mathbf{V}}$
1	Bowl, Fiber 12 oz. PCA-MC5-0012 25/pkg PRM-BL-12	\$ 41.00	$\checkmark$
G	ox, Chinese Food "Pagoda" SD-16MWPAG 50/pkg	\$ 24.95	26.40

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#### CAPO USD

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#### CAPISTRANO UNIFIED SCHOOL DISTRICT PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE P AND R PAPER SUPPLY COMPANY JULY 1, 2010 THROUGH JUNE 30, 2011 BID NO. 0809-11

Item No.	Supply		Proposed Pricing for 2010-2011	
	Container Lid Salad To Go SWT-LDGANH 500/pkg LLC-KDLba	\$37.45	2010-2011	
27	Cup, 21 oz. Salad to Go Print Cup SWT-CD21NSAL S00/phg SOL ~ PX2OSAL 1000/CS	\$ 79.70		
28	Cup, "Café" 12 oz DRT-12X12G 20/pkg	\$ 5.69 20/pkg \$ 28.45 1,000/cz	~	
29	Cup, Portion 2 oz, SOL-B200 250/pkg	\$ 21.25 2,500/cs	/	
0	Cup, Portion 5.5 oz. SOL-UR55 250/pkg	\$ 41.95 2,500/cs	/	
T	Dollies, Lace 12" SML-12LACE 500/pkg	\$ 13.00	$\checkmark$	
	Film, 12 in. Wrapmaster WFL-WMF12 WPL-172 2 rolls/pkg	\$ 16.00 roll \$ 32.00 2 rolls/pkg	$\checkmark$	
	Film, 18 in. Wrapmaster WPL-WIMP's WPL-804 2 rolls/pkg	\$ 19.00 roll \$ 38.00 2 rolls/pkg	$\checkmark$	
	Flat Lid, No Hole for 12 oz. Cup LLC-KC626NH 1000/pkg	\$ 19.55	$\checkmark$	
1.5	Toil 18x500 Foil D WPL-WMPOINTS rolls/pkg WPL-823	\$58.00	$\checkmark$	
<b>F</b> 2	oll 18x500 Foil STD WFL-WMPOISIS rolls/pkg WPL-822	\$ 49.00	/	

#### CAPO USD

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#### CAPISTRANO UNIFIED SCHOOL DISTRICT PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE P AND R PAPER SUPPLY COMPANY JULY 1, 2010 THROUGH JUNE 30, 2011 BID NO. 0809-11

No.	Product Description, Brand and Code/SKU Foll Sheets,	Supply Unit Price	Proposed Pricing for 2010-2011
	10-3/4×12 HTA-21210 HFA-21215 200/pkg	\$44.55	
38	Foll Wrap 10-1/2x14 Green Design PPC-300845 2000/pkg	\$ 48.90	52.55
39	Food Container White 8 oz. (soup) LLC-KDP8W 1000/pkg	\$ 47.95	V
40	PP Flat Lid for 8 oz. F/C, LLC-KL95PP 12/pkg	\$ 27.80 1,000/0	38 V
41	Fork Medium Weight White NTR-3640 100/pkg	\$ 5.85 1,00/cs	1
42	Glove, Medium PF Latex GOL-1503 FDH-1002, 14M 100/pkg	\$ 2.99 per 100 \$ 29.90 1,000/cs	1
3	Glove. Medium Rubber Latex GOL-1062 12/pkg	\$ 3.30	4.20
1	Glove, Plastic Disposable I <del>JG 4003</del> GOL-1507	\$ .385 per 100 \$ 3.85 1,000/cs	4.60
	Glove, Small P/F Latex GOL-1304 FDH-1002125 100/pkg	\$ .299 per 100 \$ 29.90 1,000/cs	$\checkmark$
F	fot N Delicious Mzza Bag BAG-300417 000/pkg	\$ 39,95	41.35
H	lotel Pan, Full, Disposable IFA-2019-00 D/pkg	\$ 26.95	29.95

#### CAPO USD

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#### CAPISTRANO UNIFIED SCHOOL DISTRICT PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE P AND R PAPER SUPPLY COMPANY JULY 1, 2010 THROUGH JUNE 30, 2011 BID NO. 0800.11

Iten	Product Description Description	0809-11		
No.	and Code/SK	U# Pa	&R Paper pply	Proposed Pricing for
48	Hotel Pan, Half, Disposable		tit Price	2010-2011
<u> </u>	HFA-321-40 35	\$2	20.10	
49				
49	Knife Medium Weight White			
	141K-304]			
	100/pkg	\$ 5	. 100 202	
50	THE TRANSPORT			_
~~	Lid, 12 oz. (Black Bowl)	\$ 49	.75	+
	CH-265-12VH ANC -LH 5800 1	>   -		11000
				4000
51	Lld, 2 oz. Clear			1
	SOL-PL2	\$ .8		
	100/pkg	per l		
		\$20.(		
		2,500	Ves	
52	Lid, 24 oz. Clear	\$75.5		
	(Secondary)	\$75.5	90	
	DRTC64BL			
	1000/pkg			V
3	Lid, 5.5 oz. Clear			
-	SOL-PL4	\$ 1.2	6	
	100/pkg	per 10	bo l	
		\$ 31.5		V
		2,500/	Ca l	
r T	Liddles 2 oz.			
	Portion Cup	\$ .04	each T	
	JRV-87242	\$ 40.35	5	
19	900/pkg	900/pk		44.00
	-iddles 4 oz.	-		
	Portion Cup	\$ .065	each	
J	RV-87220	\$ 58.55		1
	00/pkg	900/pkg	g	V
				v
		+		
M	ferru Tissue. White 12x12 'Easy Wrap"	\$ 6.24		
M	CNMT12 MCN -041011	per 1,00	n	
	wapkg / CIA CO [IOI]	\$ 62,40		$\checkmark$
		10,000/c	3	- · (
M	enu Tissue, Yellow Quick Wrap			
1.125		\$ 7.91		
1 10	00/pkg USA-YFCIIZ	per 1,000	0 5.000/cs	$\sqrt{1}$

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#### CAPO USD

# CAPISTRANO UNIFIED SCHOOL DISTRICT PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE P AND R PAPER SUPPLY COMPANY JULY 1, 2010 THROUGH JUNE 30, 2011

## BID NO. 0809-11

Iter	BID NO. (			
No.		I # P&R Paper Supply Unit Price	Proposed Pricing for	
	White Dinner PAT-1078200 SCA-BJZHJ	\$31.45	2010-2011	
59	Napkin Cocktail White PAT-1076200 SCA - BIZHI 200/pkg	\$31.45		
60	Napkin Hynap P <del>CS-ST713</del> NAT-305309 625/pkg	\$22.90		
61	Napkin Mega Cartridge KCC-98908 875/pkg	\$ 38.95 5,250/cs		
62	Nested Tray Fresh Express DOP-19384TEC PNR-CT963 500/pkg	\$17.05		
53	Pan Liner 16x24 GPQ PPC-25Q1 1000/pkg	\$ 23.95	25,80	
4	Pan Liner, 6-7 Quart 15x15 PAR-5612 ELK-HPL1515 100/pkg	\$19.50		
	Pan Liner, Full Size 4" Deep PAK-5607 100/pkg	\$ 51.00	$\checkmark$	
i i	Parfait Cup Insert SAB-14003D 1000/pkg	\$ 52.50	$\checkmark$	
	Pick Up Tissue PC-THO MCN-103301 0000/pkg	\$ 3.235 per 1,000 \$ 32.35 10,000/cs	$\checkmark$	
P P SC	late Fiber 9" CA-MC5-0009 PRM-PL-09	\$30.20		

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#### CAPO USD

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#### CAPISTRANO UNIFIED SCHOOL DISTRICT PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE P AND R PAPER SUPPLY COMPANY JULY 1, 2010 THROUGH JUNE 30, 2011 BID NO. 0900 11

No. 69	Product Description, Brand and Code/SKU # Plate Paper 6" JRV-UX6SAGE 250/pkg	P&R Paper Supply Uait Price \$ 28.50	Proposed Pricing for 2010-2011
70	Pop Up Tray JAV CT963 S00/pkg PNR-CT963	\$17.05	

May 11, 2010

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

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

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

#### **STAFF RECOMMENDATION**

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

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# PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING <u>May 11, 2010</u> CLASSIFIED EMPLOYEES

## ACCEPTED RESIGNATIONS/TERMINATIONS

NAM	<u>1E</u>	POSITION	<u>REASON</u>	DATE OF <u>EMPLOYMENT</u>	DATE OF <u>SEPARATION</u>
1. Bea	ard, Laurie	Independence Facilitator	Moving	01/24/05	04/16/10
2. Car	mp, Kim	Independence Facilitator	Other Employ	11/02/09	04/30/10
	rce, Patricia	Bilingual Community Srvcs Liaison	Probationary	04/20/09	04/13/10
	gers, Kellie	Food Service Elementary Cashier	Other Employ	09/28/05	04/02/10
	an, Karen	Campus Supervisor	Retirement	06/02/86	06/23/10
	terness, Stacy	Food Service Elementary Cashier	Family	06/16/08	04/19/10
	<i>,</i> <b>,</b>		Obligations		
7. Var	nZetten, Monica	Food Service Worker	Personal	10/27/09	03/12/10
8. Wi	sdom, Becky	Food Service Worker	Voluntary	02/25/08	03/12/10

## **APPROVE EMPLOYMENT**

NAME	POSITION-FULL TIME	SALARY	RANGE <u>STEP</u>	EFFECTIVE <u>DATE</u>
9. Gonzalez, Dolores	Account Clerk II (12mo/40hpw)	\$3047.00 mo	R29-1	04/12/10
NAME	POSITION-PART TIME	SALARY	RANGE <u>STEP</u>	EFFECTIVE <u>DATE</u>
10. Arndt, Kurt	Independence Facilitator	\$14.79 hr	R22-1	04/12/10
11. Brenner, Daniela	(9mo/17.5hpw) Caregiver-Sp Ed (9mo/17.5hpw)	\$13.74 hr	R19-1	04/20/10
12. Dostis, Victoria	Food Service Elementary Cashier (9mo/15hpw)	\$12.76 hr	R16-1	04/19/10
13. Fazio, Jennifer	Instructional Asst (9mo/15hpw)	\$13.74 hr	R19-1	03/22/10
14. Gravatt, Shelly	Instructional Asst – Sp Ed (9mo/17.5hpw)	\$14.08 hr	R20-1	04/12/10
15. Harvey, Lauren	Instructional Music Asst (9mo/30hpw)	\$14.08 hr	R20-1	04/12/10
16. Hickey, Jodi	Independence Facilitator	\$14.79 hr	R22-1	04/12/10
17. Kanamori, Verna	(9mo/19.5hpw) Instructional Asst (9mo/17.5hpw)	\$14.08 hr	R20-1	04/12/10

## PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING <u>May 11, 2010</u> CLASSIFIED EMPLOYEES

## **APPROVE EMPLOYMENT (Cont'd)**

NAME	POSITION-PART TIME	SALARY	RANGE <u>STEP</u>	EFFECTIVE <u>DATE</u>
18. Leslie, Kate	Independence Facilitator (9mo/17.5hpw)	\$14.79 hr	R22-1	04/12/10
19. Morreale, Colleen	Food Service Elementary Cashier (9mo/17.5hpw)	\$12.76 hr	R16-1	04/15/10
20. Neyra-Reyes, Nancy	Bilingual Instructional Asst (9mo/15hpw)	\$14.43 hr	R21-1	04/12/10
21. Primer, Marina	Instructional Asst (9mo/17.5hpw)	\$13.74 hr	R19-1	04/12/10
22. Rose, Maryanne	Independence Facilitator (9mo/17.5hpw)	\$14.79 hr	R22-1	04/12/10
23. Toscano Barbosa, Alejandra	Independence Facilitator (9mo/17.5hpw)	\$14.79 hr	R22-1	04/12/10
24. Yould, Linda	Instructional Asst – Sp Ed (9mo/17.5hpw)	\$14.08 hr	R20-1	04/12/10
NAME	POSITION-SUBSTITUTE	SALARY	RANGE <u>STEP</u>	EFFECTIVE <u>DATE</u>
25. Arce, Kristofer 26. Beard, Laurie 27. Foss, Sheryl 28. Hayes, Luke	Custodian Independence Facilitator Campus Supervisor Student Supervisor	\$16.33 hr \$14.79 hr \$15.93 hr \$10.00 hr	R26-1 R22-1 R25-1	04/06/10 04/19-06/23/10 01/01-06/23/10 04/06/10
<ul> <li>29. Laws, Kuok</li> <li>30. Lopez-Curiel, Eduardo</li> <li>31. Pendleton, Patricia</li> <li>32. Veeris, Kimberly</li> <li>33. Waln, Sharon</li> </ul>	Instructional Asst – Sp Ed Custodian I Student Supervisor Student Supervisor Staff Secretary	\$14.08 hr \$16.33 hr \$10.00 hr \$10.00 hr \$18.48 hr	R20-1 R26-1 R31-1	04/01/10 04/14/10 04/08/10 04/15/10 03/26-04/21/10

# PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING <u>May 11, 2010</u> CLASSIFIED EMPLOYEES

## **APPROVE EMPLOYMENT (Cont'd)**

NAME	POSITION-EXEMPT	<u>SALARY</u>		EFFECTIVE <u>DATE</u>
34. Ames, Karen	Student Supervisor	\$10.00 hr		04/15/10
35. Boulware, Meghan	ASB Worker	\$10.00 hr		02/08-05/07/10
36. Emerzian, Jimmy	ASB Worker	\$10.00 hr		03/22-06/30/10
37. Hernandez, Joseph	Student Worker	\$ 8.00 hr		03/15-06/30/10
38. Iavarone, John	ASB Worker	\$10.00 hr		02/01-05/03/10
39. Phelps, Darren	ASB Worker	\$10.00 hr		03/01-05/07/10
40. Roan-Flores, Candido	Student Worker	\$ 8.00 hr		03/22-06/30/10
41. Rohde, April	Student Worker	\$ 8.00 hr		03/29-06/30/10
41. Wilson, Jim	ASB Worker	\$10.00 hr		02/01-05/03/10
NAME	POSITION-SHORT TERM	SALARY	RANGE <u>STEP</u>	EFFECTIVE <u>DATE</u>
42. Anderson, Linda	Testing Asst	\$13.74 hr	R19-1	01/01-06/30/10
43. Brennan, Colleen	Testing Asst	\$13.74 hr	R19-1	01/01-06/30/10
44. Brown, Laura	Testing Asst	\$13.74 hr	R19-1	04/01-06/30/10
45. Brown, Nancy	Testing Asst	\$13.74 hr	R19-1	04/01-06/30/10
46. Reid, Lisa	Testing Asst	\$13.74 hr	R19-1	01/01-06/30/10
47. Shupe, Debbie	Testing Asst	\$13.74 hr	R19-1	01/01-06/30/10
48. Thompson, Sarah	Testing Asst	\$13.74 hr	R19-1	01/01-06/30/10
49. Toohey, Carolyn	Testing Asst	\$13.74 hr	R19-1	01/01-06/30/10
50. Tullie, Carol	Testing Asst	\$13.74 hr	R19-1	01/01-06/30/10
-	I coung Abou	$\psi_{1,2,1,4,111}$	$\mathbf{X}\mathbf{I}\mathbf{y}^{-1}$	01/01-00/00/10

## **APPROVE ASSIGNMENT ADJUSTMENT**

<u>NAME</u>	ASSIGNMENT <u>ADJUSTMENT</u>	<u>SALARY</u>	RANGE <u>STEP</u>	EFFECTIVE <u>DATE</u>
51. Acosta, Brenda	LVN (9mo/30hpw)	\$19.87 hr	R30-3	04/12/10
52. Piva, Julie	Instructional Asst (9mo/15hpw)	\$15.15 hr	R19-3	03/22/10
53. Leetch, Stehpen Tyler	Independence Facilitator (9mo/35hpw)	\$16.31 hr	R22-3	04/26/10

## PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING <u>May 11, 2010</u> CLASSIFIED EMPLOYEES

#### **APPROVE ADDITIONAL ASSIGNMENT**

NAME	ADDITIONAL ASSIGNMENT	<u>SALARY</u>	RANGE <u>STEP</u>	EFFECTIVE <u>DATE</u>
54. Clark, Sandra	Middle School Campus Supervisor (TAA Sub As Needed)	\$21.34 hr	R23-15	09/08-06/23/10
55. Gocke, Deborah	Elementary School Clerk (TAA NTE 19hrs) Elementary School Office Manager	\$21.88 hr	R26-10	09/08-06/23/10
	(TAA NTE 19hrs)	\$23.59 hr	R33-5	

#### APPROVE TAA PAY @ REGULAR RATE OF PAY

	ADDITIONAL	EFFECTIVE
NAME	<u>ASSIGNMENT</u>	DATE
56. Anawalt, Alison	Elementary School Clerk (TAA NTE 10hrs)	03/01-06/30/10
57. Cervantes, Martha	Independence Facilitator (TAA NTE 11hrs)	02/01-03/09/10
58. Diaz, Martha	Bilingual Instructional Asst (TAA NTE 19hrs)	01/26-04/27/10
59. Groff, Dana	Preschool Resource Teacher (TAA NTE 8hpw)	04/01-06/30/10
60. Marroush, Linda	Independence Facilitator (TAA NTE 29.5hrs)	02/02- 3/09/10
61. McMaster, Janice	Independence Facilitator (TAA NTE 29hrs)	02/02-03/09/10
62. Olmedo, Jessica	Independence Facilitator (TAA NTE 12hrs)	08/25-04/01/10
63. Raff, Deidre	Independence Facilitator (TAA NTE 35hrs)	03/30-04/14/10
64. Roots, Sandra	School Secretary II (TAA NTE 4.5hpw)	09/15-06/24/10
65. Saldana, Amber	Instructional Asst (TAA NTE 2hpw)	04/13-05/27/10
66. Weiske, Marla	Health Asst (TAA NTE 24hrs)	03/05-06/23/10

## PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING <u>May 11, 2010</u> CLASSIFIED EMPLOYEES

## APPROVE COCURRICULAR ASSIGNMENT

<u>NAME</u>	<u>SPORT</u>	<u>SCHOOL</u>	<u>STIPEND</u>	EFFECTIVE <u>DATE</u>
67. Ginnis, Eli	Softball Varsity, Head Coach	ANHS	\$3521	02/08/10-05/07/10

#### **APPROVE PROMOTION**

NAME	PROMOTION	SALARY	RANGE <u>STEP</u>	EFFECTIVE <u>DATE</u>
68. Danna, Angela	Independence Facilitator (9mo/17.5hpw)	\$14.79 hr	R22-1	04/12/10
69. Marmolejo, Marco	Bilingual Community Svcs Liaison (9mo/17.5hpw)	\$16.72 hr	R23-3	03/29/10
70. Martin, Linda	Instructional Materials Specialist (12mo/40hpw)	\$5225.53 mo	R36-20	04/19/10
71. Palmer, Eva	Speech/Language Pathology Asst (9mo/40hpw)	\$3901.68 mo	R39-1	04/26/10
72. Peters, Diane	Elementary School Office Manager (Temp/40hpw)	\$22.47 hr	R33-4	02/22-04/02/10
	Elementary School Office Manager (10 <sup>3</sup> / <sub>4</sub> mo/40hpw)	\$3894.72 mo	R33-4	04/12/10
73. Rodriguez, Laura	Food Service Lead II (Temp/40hpw)	\$18.48 hr	R31-1	03/22-06/01/10
74. Weston, Kelly	IBI Asst/Tutor (11mo/40hpw)	\$3438.28 mo	R24-6	03/29/10

## **PROFESSIONAL GROWTH STIPEND**

NTE \$500

75. Duarte, Diane

#### **APPROVE REASSIGNMENT**

NAME	<u>REASSIGNMENT</u>	<u>SALARY</u>	RANGE <u>STEP</u>	EFFECTIVE <u>DATE</u>
76. Sanchez-Martinez, S.	Bilingual Instructional Asst – Preschool (12mo/19.5hpw)	\$17.13 hr	R22-4	04/01/10

#### May 11, 2010

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

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**

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

#### **STAFF RECOMMENDATION**

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

#### PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING <u>May 11, 2010</u> CERTIFICATED EMPLOYEES

#### **ACCEPT RESIGNATIONS/TERMINATIONS**

			DATE OF	DATE OF
<u>NAME</u>	POSITION	<u>REASON</u>	<u>EMPLOYMENT</u>	<b>SEPARATION</b>
1. Aller, Lisa	Teacher	Relocation	08/29/97	06/24/10
2. Coco, Sarah	Speech Pathologist	Personal	08/27/07	04/30/10
3. Coffin, Beverly	Teacher	Retirement	09/01/87	06/23/10
4. Cupp, Sandra	Teacher	Retirement	08/28/00	06/24/10
5. Hoffman, Nancy	Teacher	Relocation	08/31/90	03/29/10
6. Macy, Diana	Teacher	Retirement	09/05/84	06/23/10
7. Maguire, Steven	Teacher	Retirement	09/19/86	06/24/10
8. Orloff, Scott	Teacher	Other Employ	04/01/96	06/24/10
9. Pearman, Gregory	Teacher	Retirement	02/04/02	06/24/10
10. Portillo, Judy	Teacher	Deceased	09/07/99	04/11/10
	<u>APPRO</u>	VE EMPLOYME	<u>NT</u>	
	et		20112 01/	
	1 <sup>st</sup> YEAR	ANNUAL	COLUMN/	EFFECTIVE
NAME	<u>TEMPORARY</u>	<u>SALARY</u>	<u>STEP</u>	<u>DATE</u>
11 Olt com Nather	Davahalagiat	Ф76 071	D 1	02/15/10
11. O'Leary, Nathan	Psychologist	\$76,824	P-1	03/15/10

#### **APPROVE HOME/HOSPITAL TEACHERS**

#### Pay @ \$35.00 per hour

- 12. Martin, Colleen
- 13. Middleton, Tracy
- 14. Place, Sue

15. Sturdevant-Brown, Lori

DATEOE

DATEOF

- 16. Trotter, Chad
- 17. Workman, Ken

23. Johns, Amanda

24. Moody, Colleen

Sabin, Jenna

O'Grady, Audrey

#### **APPROVE SUBSTITUTE TEACHERS**

25.

26.

Pay @ \$90.00 per day

- 18. Binkerd, Robert
- 19. Clark, Allan
- 20. DeNault, Kimberly
- 21. Goodrich, Laura
- 22. Hogancamp, Yesenia

# APPROVE 6/5<sup>ths</sup> ASSIGNMENT 2<sup>nd</sup> SEMESTER

27. Buckman, Jonathan

29. Sullivan, Reid

28. Croix, Nora

## PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING <u>May 11, 2010</u> CERTIFICATED EMPLOYEES

#### **APPROVE ASSIGNMENT ADJUSTMENTS**

<u>NAN</u> 30. 3	<u>1E</u> Stone, Luisa	PREVIOUS <u>ASSIGNMENT</u> Teacher – 25%	NEW <u>ASSIGNMENT</u> Teacher – 100%	EFFECTIVE <u>DATE</u> 01/25/10	
	APPROVE ADDITIONAL ASSIGNMENTS				
	Collaborative Gra	<u>nt Internships</u> nours total non-instructional pay	v @ \$30.00 per hour	09/01/09-03/30/10	
32. 33. 34. 35. 36. 37.	Aguilera, Dana Beitz, Kathryn Chamberlain, Dav Chambers, Terry Dewees, Julia Foote, Carol	Not to exceed 200 hours non-	<ul> <li><u>πiculum Units – Hankey</u></li> <li>instructional pay @ \$30.001</li> <li>38. Grantz, Christine</li> <li>39. Mackay, Frances</li> <li>40. Simpson, Lori</li> <li>41. Strome, Nancy</li> <li>42. Varner, Nancy</li> </ul>	hour 03/22/10-06/23/10	
43.	N Aguilera, Dana	<u>To Plan Summer Camp</u> Not to exceed 25 hours non-instr	<u>o Program – Las Palmas</u> ructional pay @ \$30.00 per l	nour 03/22/10-06/30/10	
44.	Schneiderman, Pa	<u>To Provide Support /Intervention</u> Not to exceed 72 hours instruct mela			
45.	No Pooley, Julia	CAT Trainings ot to exceed 29.5 hours non-inst	<u>– Wood Canyon</u> ructional pay @ \$30.00 per	hour 09/14/09-10/20/09	
46.	Hackstadt, Michae	Not to exceed 1 hour instruct	<u>Club – AVMS</u> ional pay @ \$35.00 per hou	r 11/18/09-05/07/10	
47.	Romero, Debra	<u>After School Jewe</u> Not to exceed 26 hours instrue	e <u>lry Class – MFMS</u> ctional pay @ \$35.00 per ho	our 02/08/10-05/27/10	

#### PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING May 11, 2010 CERTIFICATED EMPLOYEES

#### **APPROVE ASSIGNMENT ADJUSTMENTS (Cont'd)**

Chess Class - NMS Not to exceed 31 hours instructional pay @ \$35.00 per hour 02/24/10-06/09/10 Keene, Gary 48. After School ZAP Program - NMS Not to exceed 17 hours instructional pay @ \$35.00 per hour 02/01/10-06/11/10 51. Hall, David 49. Groothuis, Mark Gutridge, Megan 50. After School ZAP Program - NMS Pay @ \$18.00 per hour 02/01/10-06/11/10 Zinsser, Abbey 52. Science Olympiad Advisor - ANHS Not to exceed 35 hours instructional pay @ \$35.00 per hour 02/08/10-06/23/10 Henson, Tom 53. STAP I – CVHS Not to exceed 33.33 hours non-instructional pay @ \$30.00 per hour 09/08/09-06/24/10 Williamson, Sean 54. Saturday School - THS Not to exceed 4 hours instructional pay @ \$35.00 per hour 03/27/10 DiSomma, Alyssa 55. Curriculum Development for Student Employment Skills - Adult Transition Not to exceed 50 hours non-instructional pay @ \$30.00 per hour 04/01/10-06/01/10 57. Thibeau, Lori Blinn, Jim 56. ELD Advisor - Education Division Not to exceed 22.5 hours non-instructional pay @ \$30.00 per hour 09/01/09-06/30/10 59. Peel, Maureen Cheatley, Shannon 58. Compliance Assistance - Special Education Not to exceed 100 hours non-instructional pay @ \$30.00 per hour 01/25/10-03/31/10 Bejarano, Crystal 60.

## PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING <u>May 11, 2010</u> CERTIFICATED EMPLOYEES

#### **APPROVE LEAVES OF ABSENCE**

			EFFECTIVE
NAI	ME	REASON	DATE
61.	Carlson, Tamara	Personal	2010/2011
62.	Foster, Karin	Personal	2010/2011
63.	Geiger, Heather	Child Care	2010/2011
64.	George, Tiffany	Personal	2010/2011
65.	McCann, Lisa	Personal	2010/2011
66.	Yontos-Howie, Jonda	Personal	2010/2011

#### **APPROVE ASSIGNMENTS ON SUBJECT MATTER WAIVER**

				ED CODE	EFFECTIVE
NA	ME	<u>SCHOOL</u>	<u>SUBJECT</u>	<b>PROVISION</b>	DATE
67.	Rader, Melinda	MFMS	English	44256(b)	2009/2010
			Science		
			Social Science		

May 11, 2010

TO:	Anna Bryson, President and Members
	Board of Trustees, Capistrano Unified School District
FROM:	Jodee Bronninger, Assistant Superintendent, Personnel Services
SUBJECT:	MEMORANDUM OF UNDERSTANDING – ORANGE COUNTY PARAPROFESSIONAL TEACHER TRAINING PROGRAM (PTTP)

#### **BACKGROUND INFORMATION**

In order to broaden the classroom experiences of our paraprofessionals, the district has been partnering with the Orange County Department of Education (OCDE) since 2000 to offer a Paraprofessional Teacher Training Program. This career ladder is available to classified employees throughout the county to encourage their efforts to pursue a teaching credential.

Individuals interested in the program register as students of OCDE. The district in turn provides candidates with the necessary fieldwork opportunities, mentoring and flexibility to complete the program. The district continues to encourage interested employees to pursue areas aligned to the needs of the district such as hard-to-fill subject areas (Special Education, Math, Science, English and Spanish).

#### **CURRENT CONSIDERATIONS**

This agenda item presents for Board approval, the Memorandum of Understanding (MOU) to continue the district's partnership with the OCDE Paraprofessional Teacher Training Program.

#### **FINANCIAL IMPLICATIONS**

There is no impact to the general fund for the district's participation in the OCDE Paraprofessional Training Program. Any classified employees who begin student teaching through the program request an unpaid leave.

#### **STAFF RECOMMENDATION**

It is respectfully requested the Capistrano Unified School District continue to participate in the partnership with Orange County Department of Education to provide a Paraprofessional Teacher Training Program, Exhibit A.

AGREEMENT NUMBER 35431



#### ORANGE COUNTY DEPARTMENT OF EDUCATION Institute for Leadership Development Paraprofessional Teacher Training Program MEMORANDUM OF UNDERSTANDING



This Memorandum of Understanding (MOU) is entered into this <u>31st</u> day of <u>March</u>, 2010, by and between the Local Educational Agency (LEA), identified as the Orange County Superintendent of Schools (SUPERINTENDENT), and the following School Districts, identified as (DISTRICT), Buena Park School District, Capistrano USD, Cypress School District, Magnolia School District, Newport-Mesa USD, Orange County Department of Education, Orange USD, Saddleback Valley USD, Santa Ana USD, and the following Institutions of Higher Education, identified as (IHE), California State University, Fullerton, South Orange County Community College District (maintaining Saddleback College), North Orange County Community College District (maintaining Cypress College), and Rancho Santiago Community College District (maintaining Program.

#### A. **PURPOSE**

The purpose of the MOU is to establish a formal working relationship among the parties to this MOU and to set forth the operative conditions which will govern the Paraprofessional Teacher Training Program. SUPERINTENDENT, participating school districts, and participating Institutions of Higher Education (IHE) will form a countywide consortium to provide and coordinate services of the Paraprofessional Teacher Training Program.

#### **B. PARAMETERS**

- 1. Starting and ending dates for the funding cycle of the Paraprofessional Teacher Training Program shall begin July 1, 2010, and conclude June 30, 2011.
- 2. Contract and monitoring responsibilities for the MOU shall rest with the SUPERINTENDENT.

#### C. **RESPONSIBILITIES - General**

- 1. SUPERINTENDENT agrees to the following:
  - a. Identify a program administrator who will convene the countywide consortium and manage the ongoing activities of the Paraprofessional Teacher Training Program.
  - b. Employ a program manager to oversee the Paraprofessional Teacher Training Program.
  - c. Provide desk space, storage space, files, and a computer for the Paraprofessional Teacher Training Program.
  - d. Provide workspace for the administrator and program manager, office support services, and meeting space for program activities.
  - e. Provide secretarial support for the administration of the Paraprofessional Teacher Training Program.
  - f. Develop and establish contracts with outside vendors for professional services which may include, but are not limited to:
    - 1) Instructional and professional development services.
    - Advisement services.
    - 3) Test preparation services.
    - 4) Evaluation services.
  - g. Provide a process for equitable distribution of services to paraprofessionals in all participating districts and IHEs.
  - h. Establish and maintain accurate records and reports and fiscal accounting services. Maintain a locked, confidential file to store all information on participating paraprofessionals.
  - i. Maintain all records pertinent to the Paraprofessional Teacher Training Program for a period of five (5) years from the termination of this MOU or for any period required thereafter by statute.
  - j. Establish procedures for monitoring progress.
- 2. Participating INSTITUTIONS OF HIGHER EDUCATION (IHE) agree to the following:
  - a. Identify a staff member to serve as the liaison between the SUPERINTENDENT and the IHE who will provide advisement and a study plan for participants in the Paraprofessional Teacher Training Program and serve on the countywide advisory council.
  - b. Network communication and articulation among the consortium members.
  - c. Facilitate appropriate support services as identified by the advisory committee and consortium.
  - d. Schedule alternative means of accessing higher education (e.g., flexible scheduling and locations, and satellite learning).
  - e. Develop program for timely participation and completion of coursework.
  - f. Provide the fiscal structure for grant funds to be used.
  - g. Maintain all records pertinent to the Paraprofessional Teacher Training Program for a period of five (5) years from the termination of this MOU or for any period required thereafter by statute.

#### Page 1 of 2

- 3. Participating DISTRICTS agree to the following:
  - a. Appoint a district coordinator to serve on the countywide consortium and fulfill the roles and responsibilities of managing the Paraprofessional Teacher Training Program component as specified in the grant.
  - b. Assist in selecting paraprofessionals for program participation according to the established criteria.
  - c. Provide clerical and administrative time to support the Paraprofessional Teacher Training Program.
  - d. Provide space for classes and tutoring or counseling meetings, as needed, at no charge to the grant.
  - e. Develop the role of a district coordinator to implement equitable dispersal and application of organizational support (e.g., granting of flexible hours of employment, assisting with access to quality child care programs, and maintaining the opportunity for continued employment while in the program).
  - f. Facilitate and assist the bargaining unit in planning, developing, and implementing career ladders.
  - g. Make every effort to guarantee employment for paraprofessionals upon completion of a valid California teaching credential to equal the same number of years of participation in the Paraprofessional Teacher Training Program.
  - h. Agree that district paraprofessionals who fail to meet the competency standards, attendance, and GPA requirements established by SUPERINTENDENT and the district, in which the district paraprofessional works, will be referred to the district's human resources administrator for review and recommendations. A district paraprofessional who fails to retain employment status cannot remain in the Paraprofessional Teacher Training Program. A letter from the exiting paraprofessional must be submitted to the program director indicating his/her withdrawal from the Paraprofessional Teacher Training Program.
  - i. Prepare contractually viable options for job transfers, leaves, and medical benefits, if applicable, during the possibility of student teaching by the paraprofessional (if appropriate).
  - j. Maintain all records pertinent to the Paraprofessional Teacher Training Program for a period of five (5) years from the termination of this MOU or for any period required thereafter by statute.

#### D. RESPONSIBILITIES - Fiscal

- 1. SUPERINTENDENT in its capacity as LEA, agrees to the following:
  - a. Overall fiscal responsibility for the administration of the grant funds, to include submission of year-end expenditure reports, and any other documentation sought by the California Department of Education and/or Commission on Teacher Credentialing.
  - b. Develop and maintain a budget that meets the costs of implementing program responsibilities.
  - c. Expend income according to regularly established policies and procedures of the funding agency.
- 2. INSTITUTIONS OF HIGHER EDUCATION (IHE) agree to the following:
  - a. Establish a payment system for tuition and books, as well as maintaining records relative to the paraprofessional cohort group(s).

#### E. TERMS AND CONDITIONS

- 1. Any and all products or materials developed for the Orange County Paraprofessional Teacher Training Program are the exclusive property of the Orange County Superintendent of Schools. The Orange County Superintendent of Schools shall have all right, title, and interest in said products or materials, including the right to secure and maintain the copyright, trademark and/or patent of said products or materials in the name of SUPERINTENDENT, DISTRICT, or ITE shall have the right to disseminate, market, or otherwise use the products or materials only with the express written permission of SUPERINTENDENT.
- 2. SUPERINTENDENT, as LEA, shall have access to records of participating school districts and IHEs pertinent to the Paraprofessional Teacher Training Program for auditing and evaluation purposes. Each of the parties shall maintain all pertinent records for a period of five (5) years from the termination of this MOU or for any period required thereafter by statute.

luner

IÈ NUNAN (Capistrano Unified School District)

Administrative Teaching Assistant Principal

4/22/10

District Classified Bargaining Unit Representative	Title	Date	
340 Herris Mc Curl	Coordinator	March 31, 2010	
Orange County Superintendent of Schools	Exhibit A	Date	
	Page 2 of 2		



May 11, 2010

- TO: Anna Bryson, President and Members Board of Trustees, Capistrano Unified School District
- **FROM:** Dr. Bobbi Mahler, Interim Superintendent

#### SUBJECT: EMPLOYMENT AGREEMENT

#### **BACKGROUND INFORMATION**

Interim Superintendent Dr. Bobbi Mahler was hired on June 8, 2009, for one year or until a new superintendent was hired by the district. The Interim Superintendent's contract expires on June 7, 2010, and the district is in the process of selecting a new permanent superintendent.

#### **CURRENT CONSIDERATIONS**

The purpose of this agenda item is to offer the services of the current Interim Superintendent for the provision of continuity in district operations during the transitional period commencing June 8, 2010. Dr. Mahler's on-call services would be accessed as needed by either an appointed administrator or the transitioning superintendent.

#### FINANCIAL IMPLICATIONS

To be determined.

#### **STAFF RECOMMENDATION**

It is respectfully requested the Board of Trustees approve the employment agreement (Exhibit A) authorizing on-call advisory services from June 8, 2010, through August 31, 2010, for Dr. Roberta Mahler.

#### EMPLOYMENT AGREEMENT BETWEEN THE GOVERNING BOARD OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT AND DR. ROBERTA MAHLER

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_, 2010, by and between the Governing Board of the Capistrano Unified School District (the "DISTRICT") and Dr. Roberta Mahler ("DR. MAHLER") for the following purposes, and with reference to the following facts.

#### I. <u>RECITALS</u>

WHEREAS, Dr. Mahler's contract for services as the District's Interim Superintendent expires June 7, 2010; and

WHEREAS, the District is in the process of selecting a new permanent superintendent, and in order to provide for continuity during this period of transition desires to retain the services of an Dr. Mahler; and

WHEREAS, Dr. Mahler possesses the special skills, training, and experience that satisfy the District's need for such expert advisory services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS;

#### II. <u>AGREEMENT</u>

1. <u>Term of Agreement</u>: The term of agreement shall be from June 8, 2010 through August 31, 2010, unless sooner terminated or extended.

2. <u>Services</u>: During the term of this Agreement, DR. MAHLER shall provide such services as may be requested by the DISTRICT's acting superintendent or the new permanent superintendent, or appointed administrator in charge of District operations, in order to maintain continuity in the administration of the DISTRICT and to assist the new superintendent in his or her transition into said position. It is expressly acknowledged that such services include the obligation "at the district's request [to] provide assistance in any area of DISTRICT administration."

3. <u>Remuneration</u>: For each hour DR. MAHLER renders the services required under this Agreement, DR. MAHLER shall be paid one hundred and twenty-five dollars (\$125) per hour, to be submitted in quarter hour increments, not to exceed five thousand dollars (\$5,000) per month. DR. MAHLER shall be reimbursed for expenses incurred in the performance of the services requested herein including, but not limited to mileage for travel on DISTRICT business, and continuation of District provided cellular phone services. DR. MAHLER shall submit timesheets to the DISTRICT on a monthly basis specifying the time and services provided, as well as expense items for which reimbursement is sought.

Benefits and Leave: DR. MAHLER shall not qualify to receive any fringe 4. benefits, vacation, or sick leave, and hereby waives any claim of entitlement to such benefits.

5. Termination: This Agreement may be terminated by either party, with or without cause, at any time.

6. Board Approval: This Agreement is subject to the approval of the Governing Board of the DISTRICT and shall not become final until such approval by the Governing Board.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement in the County of Orange, in the State of California.

Dated:	

By:\_\_\_\_\_ Dr. Roberta Mahler

GOVERNING BOARD OF

CAPISTRANO UNIFIED SCHOOL DISTRICT

Dated:

By:\_\_\_\_\_ Anna Bryson, President

4. <u>Remuneration</u>: For each hour the CONSULTANT renders the services required under this Agreement, CONSULTANT shall be paid one hundred and twenty-five dollars (\$125) per hour, to be invoiced in quarter hour increments, not to exceed five thousand dollars (\$5,000) per month. CONSULTANT shall be reimbursed for expenses incurred in the performance of the services requested herein including, but not limited to mileage for travel on DISTRICT business, and continuation of District provided cellular phone services. CONSULTANT shall invoice the DISTRICT on a monthly basis specifying the time and services provided, as well as expense items for which reimbursement is sought.

5. <u>Benefits and Leave</u>: CONSULTANT shall not qualify to receive any fringe benefits, vacation, or sick leave, and hereby waives any claim of entitlement to such benefits.

6. <u>Taxes/Withholdings</u>: The DISTRICT shall issue a 1099 in connection with any payment made pursuant to this Agreement. No payroll or employment taxes, withholdings, or contributions of any kind shall be withheld or paid with respect to payments to CONSULTANT, including but not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, state unemployment insurance tax, social security, or employer or employee contributions pursuant to the State Teachers Retirement System ("STRS") or the California Public Employee Retirement System ("CalPERS"). CONSULTANT shall assume full responsibility for payment of any and all such taxes, withholdings, or contributions, and shall defend and indemnify the DISTRICT for any claim, demand, or lawsuit pertaining thereto.

7. <u>Termination</u>: This Agreement may be terminated by either party, with or without cause, at any time.

8. <u>Board Approval</u>: This Agreement is subject to the approval of the Governing Board of the DISTRICT and shall not become final until such approval by the Governing Board.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement in the County of Orange, in the State of California.

Dated:	

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

Dr. Roberta Mahler

GOVERNING BOARD OF CAPISTRANO UNIFIED SCHOOL DISTRICT

Dated: \_\_\_\_\_

By:\_

Anna Bryson, President

#### May 11, 2010

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

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

#### SUBJECT: CONTINUED PUBLIC HEARING FOR CONSIDERATION OF REDUCING SPECIAL TAXES OF COMMUNITY FACILITIES DISTRICT 2005-1 (WHISPERING HILLS) OR OTHER ACTION IN REGARD THERETO

#### **BACKGROUND INFORMATION**

On January 12, 2010, the Board, as the Governing Body of CFD 2005-1 (Whispering Hills) ("CFD No. 2005-1"), adopted Resolution No. 0910-46, calling a Public Hearing on March 12, 2010, as to 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 above-described Public Hearing was opened on March 12, 2010, and any interested parties were afforded an opportunity to speak as to such matter. Thereupon the Board, on behalf of CFD No. 2005-1 adopted Resolution No. 0910-56, continuing the above-described Public Hearing to April 13, 2010, at 7:00 p.m. or as soon thereafter as practicable at the District Office. On April 13, 2010, such Public Hearing was further continued to May 11, 2010, at 7:00 p.m., or as soon thereafter as practicable, at the district Office. Further discussion with the Developer in regard to such request is anticipated in the near future.

#### **CURRENT CONSIDERATIONS**

District staff and legal counsel recommend a further continuance of the Public Hearing to next Board meeting scheduled for June 15, 2010, at 7:00 p.m. Exhibit A (attached) is Resolution No. 0910-71, as prepared by legal counsel, calling for the continuance.

#### FINANCIAL IMPLICATIONS

This matter will have no impact on the General Fund of the District. The cost of the proceedings to modify, if any, the Special Taxes is required by the Mello-Roos Act to be borne by the Developer.

#### STAFF RECOMMENDATION

It is respectfully requested that the Board of Trustees, as legislative body of CFD 2005-1 (Whispering Hills), adopt Resolution No. 0910-71 entitled "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 Request to Alter the Rate and Method of Apportionment and Reduce the Levy of Special Taxes Within Community Facilities District No. 2005-1 of the Capistrano Unified School District."

DISCUSSION/

AGENDA ITEM 36

#### **RESOLUTION NO. 0910-71**

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 REQUEST TO ALTER THE RATE AND METHOD OF APPORTIONMENT AND REDUCE 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 January 12, 2010, called a Public Hearing for consideration of a request to alter the rate and method of apportionment and reduce the levy of "Special Taxes" for CFD No. 2005-1 for March 9, 2010, at 7:00 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. No comments by the public or owner of the property within CFD No. 2005-1, were presented at that time. However, staff and legal counsel recommended that such hearing be continued to April 13, 2010, at the same time and location as described above; and

WHEREAS, the "Continued Public Hearing" was opened by the Board on April 13, 2010, all persons desiring to speak, if any, were heard at which time staff and legal counsel recommended that the above-described Continued Public Hearing be further continued to May 11, 2010, at 7:00 p.m. at the same place as described above; and

WHEREAS, the Continued Public was opened by the Board on May 11, 2010, all persons desiring to speak, if any, were heard, at which time staff and legal counsel recommended that the above-described Continued Public Hearing be further continued to June 15, 2010, at 7:00 p.m. or as soon thereafter as practicable, at the same place 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.

<u>Section 2</u>. 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 3. The above-described Continued Public Hearing is further continued to 7:00 p.m., or as as soon thereafter as practicable, on June 15, 2010, at the Capistrano Unified School District Office located at 33122 Valle Road, San Juan Capistrano, CA 92675.

<u>Section 4.</u> 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 11th day of May, 2010.

Anna Bryson, President of the Board of Trustees of the Capistrano Unified School District

Jack R. Brick, Clerk of the Board of Trustees of the Capistrano Unified School District

## STATE OF CALIFORNIA ) ) ss. COUNTY OF ORANGE )

I, Jack R. Brick, 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 11th day of May, 2010, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Jack R. Brick, Clerk of the Board of Trustees of the Capistrano Unified School District

STATE OF CALIFORNIA ) ) ss. COUNTY OF ORANGE )

I, Jack R. Brick, 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. 0910-71 of said Board of Trustees and that the same has not been amended or repealed and is fully effective as of this date.

Dated: May 11, 2010

By: \_\_\_\_

Jack R. Brick, Clerk of the Board of Trustees of the Capistrano Unified School District

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

May 11, 2010

TO:	Anna Bryson, President and Members Board of Trustees, Capistrano Unified School District
FROM:	Kim Bailey, Director, Instructional Support and Staff Development Julie Hatchel, Executive Director, Administrative Services
SUBJECT:	DISTRICT STRATEGIC PLAN – FIRST READING

## **BACKGROUND INFORMATION**

In November, 2010, the Board of Trustees gave approval for CUSD to enter into a strategic planning process. As outlined, a comprehensive process was designed to ensure that the priorities contained within district's strategic plan were based upon input gathered from multiple stakeholder groups. To that end, the following action steps were completed:

- The Strategic Plan Vision Team, comprised of representatives from multiple stakeholder groups, drafted the foundational pieces of the strategic plan: The district's Mission and Vision Statements, the district slogan, and key "pillar" areas around which the subsequent strategic plan would be developed. These items were shared with Trustees during a Board update on January 12, 2010 (Board Agenda Item 23).
- Numerous focus groups were conducted with identified groups of stakeholders. During these focus group sessions, representative parents, staff, students, and community members were asked the following questions:
  - What is important in this area?
  - In what way is CUSD doing well?
  - In what way might CUSD improve?
- Upon completion of the focus groups, focus group data was compiled and reviewed to reveal common patterns of input and potential direction for each strategy area.
- Vision statements and strategic initiatives for each Pillar Area were drafted and reviewed with members of the Vision team.
- Draft objectives for the 2010-11 school year were identified.
- Potential strategies for communicating and embedding the strategic plan within the work of the district were identified.

## **CURRENT CONSIDERATIONS**

This agenda item provides Trustees with a draft of the Capistrano Unified School District Strategic Plan and Objectives for the 2010-11 school year (Exhibit A).

INFORMATION/ DISCUSSION APPROVAL: DISTRICT STRATEGIC PLAN May 11, 2010 Page 2

### FINANCIAL IMPLICATIONS

There are no direct financial implications to this agenda item.

#### **STAFF RECOMMENDATION**

It is respectfully recommended that President Bryson recognize Julie Hatchel, Executive Director, Administrative Services, and Kim Bailey, Director, Instructional Support and Staff Development, who will present this information and be available for questions. Following the presentation, it is recommended that the Board provide input to staff regarding the strategic plan for approval at the June 8, 2010 Board meeting.



# **Pillar 1: Community Relations**

We believe that effective community relations value and reflect:

- Integrity
- Transparency
- Accessibility
- Accuracy
- Consistency

- Collaboration
- Trustworthiness
- Timeliness
- Respect

# Vision:

The district establishes effective community relations through which collaborative partnerships are fostered and valued between and among the school district, parents, school-connected organizations, municipalities, and the greater community. Information is readily available, reliable, and timely. Partners work together to support student learning in a climate of courtesy, dignity and mutual respect.

# Strategic Initiatives:

- Strategy 1: Strengthen collaborative community partnerships 2010-11 Objectives:
  - o Establish Community Partnership committee charged with:
    - Reinforcing, encouraging and enhancing facility use agreements with communities/cities
    - Sharing of resources
    - Identifying and addressing common goals
  - Expand parent involvement and education opportunities, including strategies for reaching underrepresented parent groups.
  - Identify best practices for effective use of volunteers
  - Implement annual focus groups to obtain feedback/input regarding progress toward meeting district goals.
  - Establish regular meetings between the district and municipalities.
- Strategy 2: Ensure that public information is readily available, reliable, and timely.

2010-11 Objectives

- Ensure accessibility of information for stakeholders through a variety of vehicles, including translation of information when appropriate.
- Support and expand use of school websites that conform to a uniform standard to communicate meaningful information to students, parents, and staff.
- Strategy 3: Promote a climate of courtesy, dignity, and mutual respect.

- o Create venues for two-way communication with stakeholders.
- o Strengthen use of parliamentary procedure at formal meetings.
- Regularly disseminate information regarding positive achievements of students, staff, and district.



# Pillar 2: Academic Achievement & Enrichment

We believe that every student should receive an educational program that reflects:

- A focused, rigorous curriculum designed to yield high levels of learning for all students
- Highly effective instructional practices across all schools and classrooms
- Balanced curricular offerings that support and engage all students
- A collaborative system of support that addresses their unique learning needs
- Multiple pathways leading to post high school success
- The development of lifelong learners, problem solvers, and collaborators
- A partnership between home and school in support of student learning

### Vision:

Working within a professional learning community, all staff members collaborate to deliver effective, differentiated instruction that maximizes student learning and closes the achievement gap. The curriculum clearly and consistently targets skills and concepts considered essential for proficiency, and extends beyond academics to impact lifelong learning, enrichment, and personal success. Instruction fosters high level thinking through the use of individual and group problem-solving experiences. Schools strive to engage all students in the school community. Educators collect, analyze, and utilize a variety of data to inform classroom, school, and program decisions. Parents are informed and work in partnership with staff to optimize student learning.

# Strategic Initiatives:

• Strategy 1: Align instruction, assessment, and interventions to achieve high levels of learning, and close the gap for underperforming student groups.

- Deliver professional development and develop additional resources to support the implementation of an aligned curriculum, including the teaching of power standards, standards-based grading and reporting, and the use of formative assessments.
- Provide ongoing training and support in the use of data to support student learning.
- Continue to increase the completion rate of UC/CSU subject A-G requirements.
- Establish a Response to Intervention and Instruction (Rtl<sup>2</sup>) Task Force to define a districtwide intervention model and identify guidelines for site development and implementation.
- Provide targeted professional development and support the use of effective instructional strategies that positively impact the learning of English Learners and Special Needs students.
- Support the implementation of the mathematics and science curriculum, with particular focus on the development of student inquiry and problem-solving.



# Pillar 2: Academic Achievement & Enrichment (continued)

- Establish a homework task force to review current research related to the effective use of homework, gather data on current practice, and make recommendations to revise current policy.
- Strategy 2: Refine implementation of the Professional Learning Communities model, in which collaborative teams focus on high levels of learning for all.

### 2010-11 Objectives:

- Provide leadership team training on the critical aspects of Professional Learning Communities.
- Assist sites to evaluate their progress in the PLC model, and provide support and assistance to increase their level of implementation.
- Expand the accessibility and use of data warehousing to assist schools' analysis of student learning.
- Strategy 3: Develop and refine alternative programs for students.

## 2010-11 Objectives:

- Refine and expand programs that provide alternative pathways to high school graduation and credit recovery.
- Expand the CHOOSE program to include 9<sup>th</sup> grade.
- Strategy 4: Increase opportunities for and participation in coursework aligned to career pathways.

2010-11 Objectives:

- Identify areas for expansion of Career Technical Education (CTE) pathways within the district's course of study.
- Identify additional CTE courses that meet eligibility for articulation with community colleges.
- Provide training and informational resources to staff, students, and parents regarding the availability of CTE pathways leading to higher learning opportunities and employability.

Strategy 5: Increase student engagement and connectedness within schools.

- Provide an educator networking vehicle that enables secondary schools to share best practices for engaging students and building community.
- Implement a district wide awareness campaign that highlights the benefits of students' involvement in extracurricular activities.
- Conduct district and site-based student focus groups to elicit input regarding student engagement.



# **Pillar 3: Safe and Healthy Schools**

We believe that every school should value and reflect an environment that:

- Is clean and operational
- Fosters a positive school climate that is conducive to student learning
- Meets students' unique health needs
- Is prepared for disasters and emergencies

- Provides adequate student supervision
- Partners with families and the surrounding community to ensure student health and safety
- Models good nutrition and fitness habits

### Vision:

All schools utilize positive behavior support systems to create environments that are welcoming and conducive to student learning. Staff to student ratios support effective student supervision. The district and its schools work in partnership with parents, agencies, and community resources to positively impact student health and safety. All facilities are clean, modernized, and embed up-to-date technology. Disaster/crisis preparation and response procedures are well-defined and articulated, and adequate resources are allocated.

### Strategic Initiatives:

- Strategy 1: Support the implementation of positive behavior systems in all schools.
  - 2010-11 Objective
    - Establish a district-wide network/communication vehicle in support of site behavior systems that encourages collaboration and the exchange of ideas and recourses

resources.

# Strategy 2: Enhance community partnerships in support of student health and safety.

- Expand district programs that provide early identification and intervention for atrisk students.
- Provide information and training that helps parents to recognize and address atrisk behaviors in their children.
- o Maintain district interagency Safety Committee.
- Foster multi-agency collaboration in programs to support positive learning environments.



# Pillar 3: Safe and Healthy Schools (continued)

 Strategy 3: Maintain and modernize all school facilities and infrastructures to ensure a safe and healthy environment for all students.

2010-11 Objectives:

- Refine and monitor standards for maintenance to ensure consistency across sites.
- o Prioritize upgrades for health office and nutrition facilities.
- Strategy 4: Sustain and refine district and school emergency preparedness.

2010-11 Objectives:

- Continue participation in the multi-agency Emergency Response training.
- Continue to build district and site capacity in National Emergency Management System (NEMS) protocols.
- Maintain the Emergency Communication System (monthly radio tests, repeater maintenance, Connect-Ed system) and drill processes.
- o Build capacity for implementing the District Emergency Operations Center (EOC).
- Strategy 5: Expand the district's ability to meet the health and nutrition needs of all students

- Explore appropriate alternatives for staffing health services that increase efficiency and effectiveness, while ensuring adequate coverage of students with critical health needs.
  - Refine district Student Wellness Policy through a collaborative effort among teachers, administrators, students, parents, and community partners.



# Pillar 4: Character Development

We believe that school cultures, structures, and practices should promote:

- Integrity
- Respect
- Service to others
- Leadership skills

- Acceptance of differences/diversity
- Responsibility to self and others
- Problem-solving/decision making
- Citizenship

## Vision:

A common curriculum is embedded and delivered to students in support of character development. A culture exists at every school that engages students in the process of promoting respect, acceptance, and ethical conduct. Districtwide networks exist to enable sharing of best practices. Community partnerships exist and work collaboratively to recognize and support exemplary character.

# Strategic Initiatives:

• Strategy 1: Identify a universal curriculum of character-related skills and concepts.

2010-11 Objectives:

- Establish a teacher task force for each grade configuration (i.e. K-5, 6-8, 9-12) charged with identifying a set of skills and concepts related to character development and curriculum links for their instruction.
- Establish a subcommittee charged to study the potential impact that would be created by requiring community service hours for secondary students.
- o Define and deliver anti-bullying instruction at all schools.
- Strategy 2: Establish a network to share best practices among schools related to the promotion of character development, including

# engagement of students in the process.

2010-11 Objectives:

- Identify critical groups of teachers to launch Year 1 networking activities, including those serving students through the PAL program, Link Crew, and other service-oriented programs.
- Obtain input from students through the use of focus groups.
- Strategy 3: Establish community partners in support of development and recognition of character indicators.

- In conjunction with the district Collaborative Partnership Committee, identify specific goals related to support of character development/citizenship.
- Promote school involvement with student government opportunities (e.g. Model UN, YMCA Model Legislature and Model Court).



# **Pillar 5: Effective Operations**

We believe that district operations support the delivery of service to students and should reflect:

- Fiscal soundness
- Effective communication and collaboration
- Positive employer/employee relations

- Efficiency and clarity of processes
- An infrastructure that builds capacity for best practices

#### Vision:

All facets of the district work collaboratively to achieve district's vision for its schools and students. There are collaborative processes and effective systems for to ensure effective interdepartmental communications and efficient use of resources. An adequate infrastructure exists that enables the delivery of best practice in work flow and instruction. Response to requests is timely. Decisions are made with input of those they affect. Sites and district leaders are equipped to guide continuous improvements.

### Strategic Initiatives:

• Strategy 1: Ensure clear lines of communication and information across departments.

2010-11 Objectives:

- Publish "who to contact" information for each department and function.
- Enhance cross-departmental vehicles for decision-making and communication.
- Strategy 2: Enhance efficiency of systems across departments.
  - 2010-11 Objectives:
    - Explore "paperless" systems of requisitions and work orders, which would allow for an expedited process and enable initiators to track progress toward completion.
    - Establish an on-demand system for training site and district personnel in updated procedures and guidelines related business and personnel operations.
    - Consolidate meetings or use alternative delivery systems for information.

# Strategy 3: Enhance capacity of formal and informal leaders.

- Provide site administrator training related to budget development and monitoring.
- Implement low-cost strategies to build site administrator capacity, including the enhancement of the Teaching Assistant Principal (TAP) program, administrative credential cohorts, and leadership team training.



# Pillar 5: Effective Operations (continued)

 Strategy 4: Reduce non-essential expenditures and increase budgetary enhancements.

2010-11 Objectives:

- o Continue to identify low-cost alternatives for materials and supplies.
- o Continue seeking grant opportunities and avenues for revenue enhancement.
- Strategy 5: Enhance technology infrastructure to support site and department efficiency and best practices.

- o Upgrade hardware at E-Rate eligible school sites.
- Upgrade human resource and finance software system.
- Standardize wireless configurations (Phase 1) across district.
- o Develop a replacement plan for antiquated hardware.
- Continue to identify grant and federal funding to support objectives related to instructional technology.
- Improve processes and tools for collecting, managing, and reporting student information.

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

### May 11, 2010

- TO: Anna Bryson, President and Members Board of Trustees, Capistrano Unified School District
- FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services
- SUBJECT: ADOPTION OF RESOLUTION NO. 0910-68: AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2010-11 AND ISSUANCE AND SALE OF A 2010-11 TAX AND REVENUE ANTICIPATION NOTE THEREFORE AND PARTICIPATION IN THE SOUTH COAST LOCAL EDUCATION AGENCIES POOLED TAX AND REVENUE ANTICIPATION NOTE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID NOTE

## **BACKGROUND INFORMATION**

Capistrano Unified School District receives the largest portion of its revenue from local property taxes which are paid primarily in December and April of each year. The District receives a smaller portion of its revenue on a monthly basis from state and federal programs. As such, in the months prior to the receipt of property taxes, the district is projected to experience a cash shortage. In order to offset this potential cash shortage, CUSD has historically issued Tax and Revenue Anticipation Notes (TRANs) in order to meet cash flow needs.

Preliminary cash flow projections for the fiscal year are used to determine if a TRAN issuance is a needed and vital endeavor for the District. Currently, without the issuance of a TRAN, the District anticipates being unable to meet its payrolls and vendor payments in the months prior to the receipt of the property tax revenues.

## **CURRENT CONSIDERATIONS**

This agenda items requests Board approval of Resolution No. 0910-68 to issue an amount not to exceed \$75 million in a TRAN for the 2010-11 fiscal year, and to participate in the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program (Exhibit A).

This resolution authorizes the issuance of the notes to be pooled with other Orange County school district notes to be named the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program.

# 2010-11 Tax Revenue Anticipation Note (TRAN) Adoption of Resolution 0910-68 May 11, 2010

Page 2

The resolution authorizing the sale of the notes also provides for a Trust Agreement. The Trust Agreement provides for the pooling of the notes and assures the investment community that the funds will be repaid. The Trustee will hold the repayment funds rather than the County Treasury. The Trust Agreement makes it clear that each school district is liable only for payment of its own notes.

Draft versions of the Trust Agreement, Purchase Agreement, and Official Statement, referenced in Resolution No. 0910-68, are available for the review by members of the Board of Trustees. Upon completion of the TRAN sale, the final executed documents will be available for review by Trustees and members of the public, at the office of the Deputy Superintendent, Business and Support Services. It anticipated the TRAN sale will be completed in late June or early July 2010.

### FINANCIAL IMPLICATIONS

At this time, the total financial implications of the issuance of a TRAN for the 2010-11 fiscal year are not quantifiable. The total costs will be known closer to the date of issuance, at which time the final number of participants will be determined, and market conditions will be known. The following costs will be incurred as a result of the TRAN issuance.

- Cost of Issuance (COI)
- Interest expense

The cost of issuance (COI) is currently estimated at \$125,000 for the 2010-11 fiscal year. The COI includes fees for the financial advisor, bond counsel, disclosure counsel, bank counsel, rating agency, printing and other miscellaneous administrative costs. The interest expenses are paid to the bondholders, and are incurred on the principal amount borrowed. These expenses are traditionally offset by the following revenues, generated by the sale of TRAN.

- Purchase premium
- Interest earnings

The purchase premium is paid by the buyer at the time of the bond sale. Purchase premium is defined for the purposes of this discussion as the difference between the face value of the TRAN and the amount at which it is sold. Proceeds from the TRAN sale will be invested with the Orange County Treasurer. Interest on this investment is projected to be 1.2%.

Historically, TRAN issuances have resulted in a positive revenue position for CUSD, as interest and earnings have outpaced expenses related to the issuance. It is not guaranteed that the District will experience the same result with this issuance. The TRAN is a critical tool that will allow the district to meet its payrolls and vendor payments during the fiscal year.

## 2010-11 Tax Revenue Anticipation Note (TRAN) Adoption of Resolution 0910-68 May 11, 2010 Page 3

# **STAFF RECOMMENDATION**

It is respectfully recommended that Board President Bryson recognize Ron Lebs, Deputy Superintendent, Business & Support Services, who along with Kristofer Pitman, Executive Director, Fiscal Services, will introduce this item and be available for Trustee questions.

After appropriate discussion, it is further recommended that Trustees approve Resolution No. 0910-68 authorizing the borrowing of funds for fiscal year 2010-11 and the issuance and sale of a 2010-11 Tax and Revenue Anticipation Note and participation in the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program (Exhibit A).

DISCUSSION/ ACTION

#### RESOLUTION NO. 0910-68

RESOLUTION OF CAPISTRANO UNIFIED SCHOOL DISTRICT AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2010-11 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2010-11 TAX AND REVENUE ANTICIPATION NOTES THEREFOR IN AN AMOUNT NOT TO EXCEED \$75,000,000 AND PARTICIPATION IN THE SOUTH COAST LOCAL EDUCATION AGENCIES POOLED TAX AND REVENUE ANTICIPATION NOTE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID NOTES

WHEREAS, school districts, community college districts and county boards or departments of education are authorized by Sections 53850 to 53858, both inclusive, of the Government Code of the State of California (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes;

WHEREAS, the Board of Trustees of the Capistrano Unified School District (the "Board") has determined that the sum not to exceed Seventy-Five Millon Dollars (\$75,000,000) to be confirmed and set in the Pricing Confirmation or Confirmations (as defined herein) (the "Principal Amount"), which Principal Amount, is needed for the requirements of the Capistrano Unified School District (the "District"), a public body corporate and politic situated in the County of Orange (the "County"), for any of the purposes of the District, as authorized by the Act, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of one or more series of notes therefor in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received, accrued or held by the District and provided for or attributable to its fiscal year ending June 30, 2011 (the "Repayment Fiscal Year");

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of one or more series of its 2010 Tax and Revenue Anticipation Notes, with an appropriate series designation if more than one note is issued (collectively, the "Note");

WHEREAS, to the extent required by law, the District requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Note;

WHEREAS, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Note within forty-five calendar days following receipt of this Resolution, the District may issue the Note in its name in conjunction with a note or notes of another Issuer (as defined herein) pursuant to the terms stated herein;

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the State and federal governments), cash receipts and other moneys

of the District provided for or attributable to the Repayment Fiscal Year, and available for the payment of the aggregate principal amount of the Note and the interest thereon;

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax and revenue anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue, cash receipts or other moneys for the Repayment Fiscal Year;

WHEREAS, the District desires to authorize the issuance of the Note, in one or more series, each to be marketed together with some or all of the notes issued by other school districts, community college districts, if any, and the Orange County Department of Education (the "Department") simultaneously therewith;

WHEREAS, pursuant to Section 53856 of the Act, certain moneys which will be received or accrued by the District and provided for or attributable to the Repayment Fiscal Year can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided);

WHEREAS, the District has determined that it is in the best interests of the District to participate in the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program (the "Program"), whereby participating school districts, community college districts and the Department, as each may direct by a form of resolution substantially similar to this Resolution (the Department, if so electing to participate, together with the school districts and community college districts, if any, electing to participate in the Program, the "Issuers") will, on one or more dates in the Repayment Fiscal Year, simultaneously issue tax and revenue anticipation notes;

WHEREAS, the District desires to have its Note marketed together with some or all of the notes issued concurrently by other school districts, community college districts and the Department, if an Authorized Officer (as defined herein) determines that it is in the best interest of the District to participate in the Program or, alternatively, the District may issue its note on a stand-alone basis, depending on market conditions;

WHEREAS, Tamalpais Advisors, Inc. (the "Financial Advisor"), together with an underwriter or underwriters to be appointed and approved by an Authorized District Representative, identified in Section 14 hereof (the "Underwriter"), will structure one or more pools of notes (which may include a single note of the District or another Issuer) or series of note participations (referred to herein as the "Note Participations," the "Series" and/or the "Series of Note Participations") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) provides additional security for notes comprising each Series, and (ii) delivery dates, maturity dates, security provisions and possibly other features, all of which the District hereby authorizes the Financial Advisor to determine, the principal features of which are to be set forth in the respective Pricing Confirmation substantially in the form and substance set forth in Exhibit C hereto (the "Pricing Confirmation") and finalized upon the pricing of the respective Note, if any;

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WHEREAS, the Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee, pursuant to a trust agreement with respect to such Series (each applicable to a separate Series of Note Participations, a "Trust Agreement"), a form of which has been presented to this meeting or otherwise to the Board, between such Issuers in such Series and U.S. Bank National Association, as trustee (the "Trustee");

WHEREAS, the Trust Agreement provides, among other things, that for the benefit of Owners of Note Participations (each, a "Noteholder"), that the respective Issuer or Issuers shall provide notices of the occurrence of certain enumerated events, if deemed by the respective Issuer or Issuers to be material;

WHEREAS, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations evidencing and representing proportionate, undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series;

WHEREAS, the District desires to have the Trustee execute and deliver (i) a Series of Note Participations which evidence and represent interests of the owners thereof in the Note and the notes issued by other Issuers simultaneously therewith if the Authorized Officer determines at the time of sale of the Note that participation in such Program is in the best financial interests of the District or, alternatively, requests that the Board of Supervisors of the County borrow, on the District's behalf, the Principal Amount by the issuance of the Note;

WHEREAS, as additional security for the owners of the Note Participations, all or a portion of the payments by all of the Issuers of their respective notes may or may not be secured either by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider or credit providers designated in the Trust Agreement, as finally executed (collectively, the "Credit Provider"), which may be issued pursuant to a credit agreement or agreements or commitment letter or letters designated in the Trust Agreement, as finally executed (collectively, the "Credit Agreement") between the Issuers and/or the Trustee and the respective Credit Provider;

WHEREAS, the net proceeds of the Note may be invested under an investment agreement with an investment provider to be determined on the basis of a competitive bid initiated by the Department, as Program Sponsor and set forth in the Pricing Confirmation;

WHEREAS, the Program requires that each participating Issuer approve the Trust Agreement and the form of, or provision for, a Credit Instrument, if any, in substantially the forms presented to the Board, or, in the case of the Credit Instrument, if any, if not presented, in a form which complies with such requirements and standards as may be determined by the Board with the final form of Trust Agreement, type of Credit Instrument and corresponding Credit Agreement determined and specified in the Pricing Confirmation;

WHEREAS, pursuant to the Program, in the event that other Issuers participate with the District in a Series of notes sold into a pool, each participating Issuer will be responsible

for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b) if applicable, the fees of the Credit Provider, the Issuer's allocable share of all Predefault Obligations and Reimbursement Obligations, if any (each as defined in the Trust Agreement) and in the event that the Note is sold on a stand-alone basis, the District will be responsible for (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider, all Predefault Obligations and the Reimbursement Obligations, if any, related to such Series of Note Participations;

WHEREAS, pursuant to the Program, in the event that other Issuers participate with the District in a Series of notes sold into a pool, the Note and the notes issued by other Issuers, if any, participating in the same Series (all as evidenced and represented by a Series of Note Participations) will be offered for public sale pursuant to procedures set forth herein and in the Official Notice of Sale, substantially in the form of the Official Notice of Sale presented to this meeting or otherwise to the Board (the "Official Notice of Sale") or, in the alternative, as provided herein, through negotiation with the Underwriter or directly to a purchaser or purchasers under the terms of a placement or purchase agreement, which shall be substantially in the form of the purchase agreement presented to this meeting or otherwise to the Board (the "Purchase Agreement") approved by an Authorized District Representative;

WHEREAS, the District has determined that it may be desirable to provide for the issuance of an additional parity note or notes (the "Parity Note") during the Repayment Fiscal Year, the principal and interest on which will be secured by Pledged Revenues, hereinafter defined, on a parity with the Note; and

**WHEREAS**, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

**NOW, THEREFORE,** the Board hereby finds, determines, declares and resolves as follows:

Section 1. <u>Recitals</u>. All the above recitals are true and correct and this Board so finds and determines.

Section 2. <u>Authorization of Issuance</u>. This Board hereby determines to borrow, and, to the extent required by the Act, requests the Board of Supervisors of the County to borrow on behalf of the District, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received, accrued or held by the District and provided for or attributable to the Repayment Fiscal Year, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, the Note, which may be issued in one or more series, in a combined amount not to exceed the Principal Amount under Sections 53850 *et seq.* of the Act, designated the "Capistrano Unified School District 2010-11 Tax and Revenue Anticipation Note" with an appropriate series designation if more than one series is issued, to be issued in the form of fully registered notes, to be dated the date of delivery to the respective initial purchaser thereof, to mature (with or without option of prior redemption at the election of the District) not more than 15 months after each such delivery date on a date indicated on the face thereof and determined in the related Pricing Confirmation (as it pertains to each series, the "Maturity Date"), and to bear interest,

payable on the respective Maturity Date, and, if such Maturity Date is more than 12 months from the date of issuance, the interim interest payment date set forth in the related Pricing Confirmation, and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate or rates, if more than one Note is issued, not to exceed twelve percent (12%) per annum, as determined at the time of the sale of the respective Note (as it pertains to each series, the "Note Rate").

If the respective Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, it shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If the respective Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues provided for or attributable to the Repayment Fiscal Year, as provided in Section 8 hereof. The percentage of the respective Note as evidenced and represented by the Series of Note Participations to which a Credit Instrument, if any, applies (the "Secured Percentage") shall be equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof) of all Issuers of notes comprising such Series of Note Participations, expressed as a percentage (but not greater than 100%) as of the Maturity Date. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of the Trustee.

The Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act, upon the determination of the Authorized Officer at the time of sale of the Note that participation in such Program is in the best financial interests of the District or, alternatively, on a stand-alone basis (which may include on a composite basis offered simultaneously with the notes of other Issuers).

In the event (i) the Board of Supervisors of the County fails or refuses to authorize the issuance of the Note within forty-five calendar days following receipt of this Resolution or otherwise advises an Authorized District Representative that it has determined not to authorize the issuance of the Note or (ii) the Act is amended to permit the issuance of the Note by the District without requiring the District to first request the County to issue the Note on its behalf, this Board hereby authorizes issuance of the Note, in the District's name, pursuant to the terms stated in the preceding paragraph and the terms stated hereafter.

Section 3. <u>Form of Note</u>. The Note shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in (i) Exhibit A, if issued by the Board of Supervisors of the County, or (ii) Exhibit B, if issued by the District, each as attached hereto and by reference incorporated herein, the blanks in said forms to be filled in with appropriate words and figures.

Section 4. <u>Sale of Note; Delegation</u>. (a) The Note shall be sold in one or more series as set forth herein pursuant to the procedures set forth in subsection (b) below, unless any one of the Superintendent (or any Interim Superintendent), Deputy Superintendent, Business and Support Services or Member of the Board of Trustees of the District, as the case may be, or, in the absence of said officer, his or her duly appointed deputy or assistant or such other person so designated in writing by the Chair or President of the Board of Trustees of the District (each, an "Authorized Officer") notifies the Representative, as hereinafter defined, that based upon advice of the Financial Advisor and the results of other comparable sales of short-term obligations or similar indicia, it is in the best interests of the District to sell its Note pursuant to the procedures described in subsection (c) below, in which case those procedures shall be followed.

The District is hereby authorized and directed to cause a form of Notice of Intention to Sell Note Participations to be published once in connection with the solicitation of competitive bids for the Note, if any, at least five days prior to each Sale Date, in *The Bond Buyer*, a financial publication reasonably expected to be disseminated among prospective bidders for the Note Participations. Each such notice shall include the date, time and place of the sale and estimated amount of Note Participations of the particular Series to be sold.

The offices of the Financial Advisor or Orrick, Herrington & Sutcliffe (b) LLP ("Bond Counsel") is hereby fixed as the place, and the Superintendent, Deputy Superintendent or the Assistant Superintendent, Business Services of the Department or his or her designee (the "Representative"), in consultation with the Financial Advisor, shall fix a time with respect to each Series of Note Participations, not later than twelve months from the date of adoption of this resolution (each, a "Sale Date"), (i) at which bids will be received for the purchase of the respective Series of Note Participations, subject to the terms and conditions of the respective Official Notice of Sale, substantially in the form of the Official Notice of Sale presented to this meeting or otherwise to the Board, provided that the presentation, receipt and analysis of bids may be specified to be conducted through the services of an electronic bidding service or other agent for service satisfactory to the Representative, or (ii) otherwise pursuant to the Purchase Agreement; provided, however, in the event an Authorized District Representative identified in Section 14 hereof decides it is in the best interest of the District to sell the Note pursuant to a private placement, an Authorized District Representative may approve a different form of one or more Purchase Agreements and/or Pricing Confirmation.

The Financial Advisor and/or Bond Counsel are hereby authorized and directed, in connection with the solicitation of competitive bids for the Note, to open the bids or otherwise cause the presentation of bids presented via electronic means at the time and place specified in said Official Notice of Sale and to present the same to the Representative. The Financial Advisor and/or Bond Counsel are hereby authorized and directed to receive and record the receipt of all bids made pursuant to said Official Notice of Sale, to cause said bids to be examined for compliance with said Official Notice of Sale, to cause computations to be made as to which bidder has bid the lowest true interest cost to the Issuers of the applicable Series of Note Participations and to present such bids to the Representative, as provided in said Official Notice of Sale, along with a report as to the foregoing and any other matters deemed pertinent to the award of the Note Participations and proceedings for the issuance thereof; and, in connection with the foregoing, to utilize the services of an electronic bidding service or other agent for service satisfactory to the Representative.

The Representative is authorized to award each Series of the Note Participations under the terms and conditions stated in the Official Notice of Sale to the bidder with the best bid therefore determined in accordance with said Official Notice of Sale and in accordance with the Pricing Confirmation confirming the award of the Note Participations under the terms and conditions stated in the respective Official Notice of Sale including, without limitation, the interest rate and price, and the form of the Pricing Confirmation substantially in the form and substance set forth in Exhibit C attached hereto is hereby approved. The Authorized Officers are each hereby authorized and directed to execute and deliver the Pricing Confirmation in substantially said form, with such changes thereto as an Authorized Officer shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the interest rate on the Note shall not exceed twelve percent (12%) per annum and the aggregate Principal Amount of the Note shall not exceed \$75,000,000.

The Representative and the Financial Advisor are further authorized to take such additional steps as may be required to effect the sale of the Note and the Note Participations and the award of one or more investment agreements, if any, as solicited from qualified bidders by the Investment Broker retained by the Representative.

(c) If an Authorized Officer notifies the Representative that based upon advice of the Financial Advisor and the results of other comparable sales of short-term obligations or similar indicia, it is in the best interests of the District to negotiate the sale of its Note, then such Note as evidenced and represented by the related Series of Note Participations shall be sold to the Underwriter pursuant to the terms and provisions of the Purchase Agreement and as provided in this subsection (c). The form of the Purchase Agreement presented to this meeting or otherwise to the Board is hereby approved. The Authorized Officers are each hereby authorized and directed to execute and deliver the Pricing Confirmation evidencing sale of the Series of Note Participations which evidence and represent interests of the owners thereof in the Note to such Underwriter and, if applicable, the Purchase Agreement, each in substantially said form, with such changes thereto as such Authorized Officer shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the interest rate on the Note shall not exceed twelve percent (12%) per annum, and that the District's pro rata share of underwriter's discount on the Note, if applicable, shall not exceed one percent (1.0%) of the Principal Amount of such Series; provided further, that there shall be no Underwriter's discount in the event of a private placement of the Series of Note Participations, but such private placement shall be subject to a placement fee to be approved by an Authorized District Representative. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

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If the Authorized Officer does not elect to participate in a program to pool (d) the Note with notes of other Issuers, the Note shall be sold competitively or to the Underwriter pursuant to the terms and provisions of a purchase agreement substantially similar in scope and content to the Purchase Agreement presented to this meeting or otherwise to the Board, separately upon determination and written direction of the Authorized Officer. The County Officer (as defined in Section 9 hereof) is hereby authorized and directed to execute and deliver such Purchase Agreement with such changes as such County Officer shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the interest rate on the Note shall not exceed twelve percent (12%) per annum, and that the underwriter's discount on the Note, shall not exceed one percent (1.0%) of the Principal Amount of the Note; provided further, that there shall be no Underwriter's discount in the event of a private placement of the Series of Note Participations, but such private placement shall be subject to a placement fee to be approved by an Authorized District Representative. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

(e) The District reserves the right to cancel its participation in the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program until one day prior to the date the respective Series of Note Participations shall be offered for sale; provided the District shall not cancel its participation in the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program with respect to the Note on or after the respective sale date thereof; and provided further that the District acknowledges that following the adoption of this Resolution, substantial work will be undertaken upon the District's behalf by the Financial Advisor, Bond Counsel and Disclosure Counsel (each as defined herein) and in consideration of the sharing of costs among of all Issuers, the District hereby authorizes the payment of its costs of issuance in the event that the rospective Series of Note Participations shall be executed and delivered, it being understood that no such costs will be due in the event that the respective Series of Note Participations shall be executed and delivered.

Section 5. <u>Program Approval</u>. The Note shall be combined with notes of other Issuers, if any, into a Series as set forth in the Preliminary Official Statement, hereinafter mentioned, and shall be sold simultaneously with such other notes of that Series referred to in the related Pricing Confirmation, and shall be evidenced and represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the Note in the proportion that the face amount of the Note bears to the total aggregate face amount of the Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

The form of Trust Agreement presented to this meeting or otherwise to the Board is hereby approved, and the Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement together with a Credit Agreement consistent with the general terms of the Trust Agreement, if applicable (which Credit Agreement shall be identified in the Pricing Confirmation, in substantially one or more of said forms, with a substantially final form of Credit Agreement delivered to the Authorized Officer concurrent with the Pricing Confirmation), and an undertaking with respect to continuing disclosure (the "Continuing Disclosure Agreement")

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as required by Rule 15c2-12(b)(5), promulgated by the Securities and Exchange Commission (the "Rule") (which undertaking may be set forth in the Trust Agreement), and each with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement, Continuing Disclosure Agreement, if applicable, the Pricing Confirmation and the Credit Agreement, if any. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. The Authorized Officer is hereby authorized and directed to comply with and carry out all of the provisions of the Trust Agreement with respect to continuing disclosure; provided however, that failure of the District to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default hereunder or under the Trust Agreement. Any Credit Agreement identified in the Pricing Confirmation but not at this time before the Board shall include reasonable and customary terms and provisions relating to fees, increased costs of the Credit Provider payable by the District, negative and affirmation covenants of the District and events of default. The proposed form of preliminary offering document, which may be a preliminary official statement, preliminary private offering memorandum or preliminary limited offering memorandum (the "Preliminary Official Statement") relating to the Series of Note Participations, in substantially the form presented to this meeting or otherwise to the Board, is hereby approved with such changes, additions, completion and corrections as any Authorized District Representative may approve, and the Financial Advisor (and/or Underwriter, if any) is hereby authorized and directed to cause to be delivered in printed and/or electronic form to prospective purchasers or bidders the Preliminary Official Statement and the Official Notice of Sale, as applicable, in connection with the offering and sale of the Series of Note Participations. Such Preliminary Official Statement, together with any supplements or amendments thereto, shall be in a form "deemed final" by the District for purposes of the Rule, unless otherwise exempt, but is subject to revision, amendment and completion in a final official statement, private offering memorandum or limited offering memorandum (the "Official Statement"). The Official Statement in substantially said form is hereby authorized and approved, with such changes therein as any Authorized District Representative may approve. The Authorized District Representative is hereby authorized and directed, at or after the time of the sale of any Series of Note Participations, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authorized District Representative may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Authorized Officer is hereby authorized and directed to provide the Financial Advisor (and/or Underwriter, if any) with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement. Upon inclusion of the information relating to the District in the Preliminary Official Statement, the Authorized Officer is hereby authorized and directed to provide certification deeming such Preliminary Official Statement as of its date final within the meaning of the Rule, except for certain omissions permitted by the Rule; *provided* that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers or any Credit Provider. If, at any time prior to the execution of the related Pricing Confirmation, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not

misleading, the District shall promptly notify the Financial Advisor (and/or the Underwriter, if any).

The Trustee is authorized and directed to execute, on behalf of the District, Note Participations evidencing and representing interests of the owners thereof in the related series of notes pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Note Participations contained in the Trust Agreement or applicable Trust Agreement if more than one Series is issued. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser or purchasers thereof upon payment of the respective purchase price therefor, pursuant to the terms of the Trust Agreement. The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, any fees or expenses of the Trustee pursuant to the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if its respective Note as evidenced and represented by a Series of Note Participations shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which no reimbursement on a draw or claim has been made shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District's Note, if any, has been reimbursed for any drawings or payments made under the Credit Instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of the Series of the Note Participations which evidence and represent the respective Note are paid the full principal amount represented by the unsecured portion of the respective Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, any fees or expenses of the Trustee and, to the extent permitted by law, if the District's Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under the Note), (i) arising out of an "Event of Default" hereunder (or pursuant to Section 7 hereof) or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the principal amount of its Note over the aggregate principal amounts of all notes, including the Note, of the Series of which the Note is a part, at the time of original issuance of such Series. Such additional amounts will be paid by the District within twenty five (25) days of receipt by the District of a bill therefor from the Trustee.

Section 6. <u>No Joint Obligation; Owners' Rights</u>. Each Note shall be marketed and sold on either a stand-alone basis (which may include on a composite basis offered simultaneously with the notes of other Issuers) or simultaneously with the notes of other Issuers, if any, and aggregated and combined with notes of other Issuers participating in the Program into

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a Series of Note Participations evidencing and representing an interest in several, and not joint, obligations of each such Issuer. The obligation of the District to Owners is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and the Note as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the related series of notes, shall be treated as owners of the notes of the related series of notes and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and the related series of notes. The District hereby recognizes the right of the Owners acting directly or through the Trustee to enforce the obligations and covenants contained in the related series of notes, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Note evidenced and represented by the related Series of Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

The provisions of this Section 6 apply equally to a Parity Note, if any, as if referred to herein, in the event that the Authorized Officer determines at the time of issuance of the Parity Note that participation in a pool or program similar to the Program or, alternatively, the issuance of a Parity Note on a stand-alone basis, depending on market conditions, is in the best financial interests of the District.

Section 7. **Disposition of Proceeds of Note.** The moneys received from the sale of the Series of Note Participations which evidence and represent interests of the owners thereof in the Note allocable to the District's costs related to the issuance of the Note, if sold on a stand-alone basis, or the District's share of the costs of issuance if issued in a pool with other Issuers (which shall include any issuance fees in connection with a Credit Instrument applicable to the Note, if any) shall be deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement and expended on costs of issuance as provided in such Trust Agreement. The moneys received from the sale of the Series of Note Participations which evidence and represent interests of the owners thereof in the Note (net of the District's costs related to the issuance of the Note if sold on a stand-alone basis or the District's share of the costs of issuance if issued in a pool with other Issuers) shall be deposited in the District's Proceeds Subaccount within the Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. Amounts in the Proceeds Subaccount are hereby pledged to the payment of the Note.

The Trustee will not create subaccounts within the Proceeds Fund, but will keep records to account separately for proceeds of the Note Participations allocable to the District's Note on deposit in the Proceeds Fund which shall constitute the District's Proceeds Subaccount.

If the Authorized Officer does not elect to participate in a program to pool the Note with notes of other Issuers, then proceeds of the sale of the Note shall be deposited in a separate fund of the District hereby designated the "2010 Tax and Revenue Anticipation Note Proceeds Fund" (herein called the "Proceeds Fund") which fund shall be established with the

Orange County Treasurer (the "County Treasurer") at the time of issuance of the respective Note.

All moneys in the Proceeds Fund shall be invested in the Orange County Treasurer's Money Market Educational Investment Pool or, at the written direction of the District, in investments permitted and authorized for such funds, and the proceeds of such investments shall be retained in the Proceeds Fund. Amounts in the Proceeds Fund may be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the General Fund of the District.

The provisions of this Section 7 apply equally to a Parity Note, if any, as if referred to herein, in the event that the Authorized Officer determines at the time of issuance of the Parity Note that participation in a pool or program similar to the Program or, alternatively, the issuance of a Parity Note on a stand-alone basis, depending on market conditions, is in the best financial interests of the District.

Source of Payment. (a) The principal amount of the Note, Section 8. together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the State and federal governments), cash receipts and other moneys which are received, accrued or held by the District and provided for or attributable to the Repayment Fiscal Year and which are available for payment thereof, with the Note of each Series of the District to be payable on a parity basis with the other. As security for the payment of the principal of and interest on the Note and the amount, if any, owed to the Credit Provider, the District hereby pledges certain Unrestricted Revenues (as hereinafter provided, the "Pledged Revenues") which are received, accrued or held by the District and provided for or attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the District from such Pledged Revenues and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The term "Unrestricted Revenues" shall mean all taxes, income, revenue (including, but not limited to, revenue from the State and federal governments), cash receipts, and other moneys, which are generally available for the payment of current expenses and other obligations of the District. The Noteholders, Owners and Credit Provider, if any, shall have a first lien and charge on such Pledged Revenues as herein provided. Notwithstanding the foregoing the terms "Unrestricted Revenues" and "Pledged Revenues" shall exclude moneys which, when received by the District, will be encumbered for a special purpose unless an equivalent amount of the proceeds of the Note is set aside and used for said special purpose. The District may incur indebtedness secured by a pledge of its Pledged Revenues subordinate to the pledge of Pledged Revenues hereunder and may issue subordinate tax and revenue anticipation notes pursuant to separate resolution of the Board.

In order to effect the pledge referred to in the preceding paragraph with respect to the Note, the District agrees to the establishment and maintenance of the Payment Account as a special fund of the District (the "Payment Account") by the Trustee as the responsible agent to maintain such fund until the payment of the principal of the Note and the interest thereon, and the District agrees to cause to be deposited (and the District or the Representative shall request specific amounts from the District's funds on deposit with the County Treasurer for such purpose) directly therein on or before the dates specified in the related Pricing Confirmation for the Note of each Series as one or more sequentially numbered Repayment Months (each individual month a "Repayment Month" and collectively "Repayment Months") (and any amounts thereafter received, accrued or held by the District and provided for or attributable to the Repayment Fiscal Year) until the amount on deposit in such Payment Account, taking into consideration anticipated investment earnings thereon to be received and deposited in the Payment Account on or before the Maturity Date (as set forth in a certificate from the Financial Advisor, or investment advisor, to the Trustee), is equal in the respective Repayment Months identified in the Pricing Confirmation or Pricing Confirmations to the percentages of the principal and interest due on the Note at maturity as specified in the Pricing Confirmation or Pricing Confirmations. Amounts in the Payment Account are hereby pledged to the payment of the Note.

The Authorized Officer is hereby authorized to approve the determination of the Repayment Months and percentages of the principal and interest due on the related series of notes at maturity required to be on deposit in the Payment Account in each Repayment Month, all as specified in the related Pricing Confirmation, by executing and delivering the related Pricing Confirmation, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer; provided, however, that the maximum number of Repayment Months shall be six and the amount of Pledged Revenues required to be deposited in any one Repayment Month be stated as a percentage of the principal and interest due on such series of Note at maturity. In the event that on the last Business Day (as defined in the Trust Agreement) of each such Repayment Month, the District has not received sufficient Unrestricted Revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said Unrestricted Revenues in said month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available; and in connection therewith, the District authorizes the County Treasurer to transfer any District funds then held or later received by the County Treasurer, to the Trustee for deposit into the District's Payment Account to make up any such deficiency.

(b) Any moneys placed in the Payment Account shall be for the benefit of the owner of the Note and (to the extent provided in the Trust Agreement) the Credit Provider, if any. The moneys in the Payment Account shall be applied only for the purposes for which the Payment Account is created until the principal of the Note and all interest thereon are paid or until provision has been made for the payment of the principal of the Note at maturity with interest to maturity and, if applicable, the payment of all Predefault Obligations and Reimbursement Obligations owing to the Credit Provider, if any.

(c) The moneys in the Payment Account shall be used by the Trustee, to the extent necessary, to pay the principal of and interest on the Note or, if applicable, to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account are insufficient to pay the principal of and interest on the Note in full, such moneys shall be applied in accordance with the priority set forth in the Trust Agreement. Any moneys remaining in or accruing to the Payment Account after the principal of the Note and the interest thereon and any Predefault Obligations and Reimbursement

Obligations, if applicable, have been paid, or provision for such payment has been made, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note in full on the Maturity Date.

Moneys in the Proceeds Subaccount and the Payment Account shall be (d)invested by the Trustee pursuant to the Trust Agreement in investment agreement(s) and/or other Permitted Investments as described in and under the terms of the Trust Agreement and as designated in the related Pricing Confirmation. In the event the District designates an investment agreement or investment agreements as the investments in the related Pricing Confirmation, the District hereby directs the Trustee to invest such funds pursuant to the investment agreement or investment agreements (which shall be with a provider rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the Note Participations, and acceptable to the Credit Provider, if any, and the particulars of which pertaining to interest rate and investment provider will be set forth in the related Pricing Confirmation) and authorizes the Trustee to enter into such investment agreement on behalf of the District. The District's funds shall be accounted for separately and the obligation of the provider of the investment agreement with respect to the District under the investment agreement shall be severable. Any such investment by the Trustee shall be for the account and risk of the District and the District shall not be deemed to be relieved of any of its obligations with respect to the Note, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount and Payment Account.

The District shall promptly file with the Trustee and the Credit Provider, if any, such financial reports at the times and in the forms required by the Trust Agreement.

Anything herein to the contrary notwithstanding, the District may at any time during the Repayment Fiscal Year issue a Parity Note, or provide for the issuance of a Parity Note by the County on its behalf, secured by a first lien and charge on Pledged Revenues; provided that (i) the District shall have received confirmation from each rating agency rating the outstanding Note or Series of Note Participations related to the Note, that the issuance of such Parity Note (or related series of note participation if sold into a pool) will not cause a reduction or withdrawal of such rating agency's rating on the outstanding Note or Series of Note Participations related to the Note, (ii) the maturity date of any such Parity Note shall be later than the Maturity Date of the outstanding Note and (iii) the District shall have received the written consent of the Credit Provider, if any, to the issuance of a Parity Note. In the event that the District issues a Parity Note, or provides for the issuance of a Parity Note by the County on its behalf, the District shall make appropriate deposits into the Payment Account with respect to such Parity Note, and in such event, the Payment Account shall also be held for the benefit of the holders of the Parity Note.

**Section 9.** <u>Execution of Note</u>. Any one of the County Treasurer, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County (each, a "County Officer") shall be authorized to execute the Note by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign the Note by manual or facsimile signature and to affix the seal of the County to the

Note either manually or by facsimile impression thereof. In the event the Note is issued by the District under the circumstances described in Section 2 hereof, any one of the Chair or President of the Board of Trustees of the District or any other member of such board shall be authorized to execute the Note by manual or facsimile signature and the Secretary of the Board of Trustees of the District, the Superintendent of the District, any Authorized Officer or any duly appointed assistant thereto, shall be authorized to countersign the Note by manual or facsimile signature. Said officers of the County or the District, as applicable, are hereby authorized to cause the blank spaces of the Note to be filled in as may be appropriate pursuant to the related Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to accept delivery of the Note pursuant to the terms and conditions of the related Purchase Agreement, if applicable, and Trust Agreement. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

### Section 10. <u>Representations and Covenants</u>.

The District hereby makes the following representations and covenants, which shall be reconfirmed prior to delivery of the Note or each series:

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and perform its obligations under this Resolution, (ii) enter into and perform its obligations under the Trust Agreement, the Pricing Confirmation, the District Certificate (as defined herein), the Credit Agreement, if any, and the Purchase Agreement, if any, (iii) authorize the County to issue the Note on its behalf and, if applicable, (iv) issue the Note.

(B) (i) Upon the issuance of the Note of each Series, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Note and the performance of its obligations thereunder, (ii) the District has full legal right, power and authority to request the County to issue and deliver the Note on behalf of the District and to perform its obligations as provided herein and therein and, if applicable, (iii) subject to the terms of this Resolution and Section 53853 of the Act, the District has full legal right, power and authority to issue and deliver the Note.

(C) The issuance of the Note of each Series, the adoption of this Resolution and the execution and delivery of the Trust Agreement, the Pricing Confirmation, the District Certificate, the Credit Agreement, if any, and the Purchase Agreement, if any, and compliance with the provisions hereof and thereof, will not conflict with or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of the Note or the consummation by the District of the other transactions contemplated by

this Resolution except those the District shall obtain or perform prior to or upon the issuance of the Note.

(E) The District has (or will have prior to the issuance of the Note of each Series) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) if requested, provide to the Financial Advisor, the Credit Provider, if any, and the Underwriter (or owner of the Series of Note Participations in the event of a private placement) if any, promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The sum of the principal amount of the District's Note plus the interest payable thereon, on the date of its issuance, will not exceed fifty percent (50%) of the estimated amounts of the District's uncollected taxes, income, revenue (including, but not limited to, revenue from the State and federal governments), cash receipts, and other moneys to be received by the District for the general fund of the District provided for or attributable to the Repayment Fiscal Year all of which will be legally available to pay principal of and interest on the Note.

(G) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the last five fiscal years for which information is available, and the District, as of the date of adoption of this Resolution and on the date of issuance of the Note, reasonably expects the County to collect at least eighty-five percent (85%) of such amount for the Repayment Fiscal Year.

(H) The District (i) has not defaulted within the past twenty (20) years, and is not currently in default, on any debt obligation and (ii) to the best knowledge of the District, has never defaulted on any debt obligation.

(I) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Financial Advisor and the Underwriter, if any, and the Credit Provider, if any, and as set forth in the Preliminary Official Statement and to be set forth in the final Official Statement, there has been no material change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and the Note. The District agrees to furnish to the Financial Advisor, the Underwriter (or holders of the Series of Note Participations in the event of a private placement), the Trustee and the Credit Provider, if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(J) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official,

pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with the Note, the Trust Agreement, the Pricing Confirmation, the District Certificate, the Purchase Agreement, if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Note, the Trust Agreement, the Purchase Agreement, if any, the Credit Agreement, if any, or this Resolution.

(K) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consent of the Credit Provider, if any, or (ii) in any way that would materially adversely affect the interests of the Noteholders or Note Participation Owners.

(L) Upon issuance of the Note, the Note, the Trust Agreement, if any, and this Resolution will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against public entities, as applicable, in the State of California.

(M) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution, the Trust Agreement, if any, and the Note.

(N) Except for a Parity Note, if any, pursuant to Section 8 hereof, the District shall not incur any indebtedness secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Pledged Revenues hereunder.

(O) So long as the Credit Provider is not in default under the Credit Instrument, the District hereby agrees to pay its *pro rata* share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or the Trust Agreement, as applicable. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement. If such moneys held by the Trustee are insufficient to pay the District's *pro rata* share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider. (P) As a condition to the issuance of the Note, and of each Note, the District will either (1) then not have a negative or qualified certification applicable to Fiscal Year 2008-09 or Fiscal Year 2009-10 within the meaning of Section 42133 of the Education Code of the State of California or (2) if the District does then have a negative or qualified certification applicable to Fiscal Year 2008-09 or Fiscal Year 2009-10 within the meaning of Section 42133 of the Education Code, the District shall provide to the Financial Advisor and Bond Counsel the written determination by the County Superintendent of Schools that the repayment of the Note is probable within the meaning of Section 42133 of the Education Code.

(Q) The District funded its Reserve for Economic Uncertainties for Fiscal Year 2009-10 in at least the minimum amount recommended, and will fund its Reserve for Economic Uncertainties for Fiscal Year 2010-11 in at least the minimum amount recommended by the State Superintendent of Public Instruction.

(R) The District will maintain a positive general fund balance in the Repayment Fiscal Year.

Section 11. <u>Tax Covenants</u>. (a) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Note under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of the Note or any other funds of the District which would cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of the Note, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder, including without limitation, as set forth in the provisions of a certificate or certificates of the District (the "District Certificate") regarding certain tax provisions, to the extent that such requirements are, at the time, applicable and in effect.

(b) The District hereby (i) represents that the aggregate face amount of all taxexempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and to be issued by the District during calendar year 2010, including the Note, is not reasonably expected to exceed \$5,000,000, provided that such amount shall be increased by the lesser of \$10,000,000 or the aggregate face amount of such tax-exempt obligations as are attributable to financing capital expenditures for public school facilities, or in the alternative, (ii) covenants that the District will take all legally permissible steps necessary to ensure that all of the gross proceeds of the Note will be expended no later than the day that is six months after the respective dates of issuance of the Note so as to satisfy the requirements of Section 148(f)(4)(B) of the Code.

(c) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 11, no one other than the holders or former holders of the Note, the Owners or the

Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.

(d) The covenants contained in this Section 11 shall survive the payment of the Note.

#### Section 12. Events of Default and Remedies.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Failure by the District to make or cause to be made the deposits to the Payment Account or any other payment required to be paid hereunder on or before the date on which such deposit or other payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee, or the Credit Provider, if applicable, unless the Trustee and the Credit Provider shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution, the Pricing Confirmation, the District Certificate, the Purchase Agreement, if any, or in any certificate, requisition or any Financial Report or Deficiency Report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidation or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests; and

(g) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Note.

Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without declaring the Note to be immediately due and payable, require the District to pay to the Trustee, for deposit into the Payment Account of the District, an amount equal to the principal of the Note and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(b) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, if the District's Note is secured in whole or in part by a Credit Instrument, as long as the Credit Provider has not failed to comply with its payment obligations under the Credit Instrument, the Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder so long as such action will not materially adversely affect the rights of any Owner, and the Credit Provider's prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any Owner of a Note Participation to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such Owner's Note Participation.

If the Credit Provider is not reimbursed on the Maturity Date for the drawing or payment, as applicable, used to pay principal of and interest on the Note of the related Series due to a default in payment on the Note of the related Series by the District, as provided in the related Trust Agreement, or if any portion of the principal of or interest on the Note remains unpaid after the Maturity Date, the Note shall be a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which no reimbursement on a draw or claim has been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 13. <u>Trustee</u>. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for the Note. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Note when such become due and

payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Note on the day on which it matures. Payment of the Note shall be in accordance with the terms of the Note and this Resolution.

The District hereby agrees to maintain as paying agent, registrar and authenticating agent of the Note, the Trustee under the Trust Agreement.

Section 14. <u>Approval of Actions</u>. The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute the Note and cause the Trustee to authenticate and accept delivery of the Note, pursuant to the terms and conditions of this Resolution and the Trust Agreement. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and issuance of the Note and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof, the Representative and the officers of the County referred to above in Section 9 hereof, are each hereby designated as an "Authorized District Representative" under the Trust Agreement.

Credit Enhancement and Other Actions. The Representative is Section 15. authorized and directed, for the benefit and in the name of the Program and the District, to purchase municipal bond insurance or other credit enhancement at market rates with respect to a respective Note and/or all or part of the Note Participations, if the Representative determines with the advice of the Financial Advisor and Bond Counsel that it will be advantageous to the respective Issuers to purchase such insurance or other credit enhancement. The Representative and the Financial Advisor are further authorized to take such additional steps as may be required to effect the purchase of municipal bond insurance or other credit enhancement which may be issued pursuant to a Credit Agreement among the respective Issuers and/or the Trustee and the respective credit provider and the award of such municipal bond insurance or other credit enhancement, if any, as solicited from qualified providers, which shall be identified and approved in the related Pricing Confirmation. As provided in Section 4 hereof, an Authorized Officer is authorized and directed to execute and deliver the related Pricing Confirmation confirming that the interest rate or rates and price or prices and other terms of the sale of the respective series of Note are acceptable to the District, and the Authorized Officer is hereby further authorized and directed to execute and deliver such other documents or certificates required to be executed and delivered thereunder or to consummate the transaction contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such Authorized Officer to be conclusively evidenced by such execution and delivery.

Subject to Section 8 hereof, the District hereby agrees that if the respective Note as evidenced and represented by the Series of Note Participations shall become a Defaulted Note, the unpaid portion thereof or the portion to which a credit instrument applies for which no

### EXHIBIT A (21 of 34)

reimbursement on a draw or claim has been made shall be deemed outstanding and shall not be deemed to be paid until (i) the credit provider providing a credit instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District's Note, if any, has been reimbursed for any drawings or payments made under the credit instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) as and if provided in the Trust Agreement, the holders of the Series of the Note Participations which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

Section 16. <u>Proceedings Constitute Contract</u>. The provisions of the Note and of this Resolution shall constitute a contract between the District and the registered owner of the Note and the Credit Provider, if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irreparable.

Section 17. <u>Limited Liability</u>. Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof and the County is not liable for payment of the Note or any other obligation of the District hereunder.

Section 18. <u>Submittal of Resolution to County</u>. To the extent required by law, the Secretary of the Board of Trustees of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the County Treasurer and to the County Superintendent of Schools.

Section 19. <u>Appointment of Bond Counsel</u>. The law firm of Orrick, Herrington & Sutcliffe LLP, Los Angeles, California is hereby appointed Bond Counsel for the District and the Program.

Section 20. <u>Appointment of Disclosure Counsel</u>. The law firm of Hawkins Delafield & Wood LLP, Los Angeles, California is hereby appointed Disclosure Counsel for the District and the Program.

Section 21. <u>Appointment of Financial Advisor</u>. Tamalpais Advisors, Inc., Sausalito, California is hereby appointed Financial Advisor for the Series and the Program.

Section 22. <u>Severability</u>. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 23. <u>Effective Date</u>. This Resolution shall take effect from and after its date of adoption.

## EXHIBIT A

#### FORM OF NOTE

#### CAPISTRANO UNIFIED SCHOOL DISTRICT

## COUNTY OF ORANGE, CALIFORNIA

#### 2010-11 TAX AND REVENUE ANTICIPATION NOTE, SERIES \_\_\_\_\*/

Interest Rate

### Maturity Date

Date of Original Issue

First Repayment Month

\_\_% (Total of principal and interest due on Note at maturity)

Fourth Repayment Month

\_\_% (Total of principal and interest due on Note at maturity) Second Repayment Month

\_\_% (Total of principal and interest due on Note at maturity)

Fifth Repayment Month

\_\_% (Total of principal and interest due on Note at maturity) Third Repayment Month

\_\_% (Total of principal and interest due on Note at maturity)

Sixth Repayment Month

\_\_% (Total of principal and interest due on Note at maturity)\*\*/

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the Capistrano Unified School District (the "District"), located in the County of Orange, California (the "County"), acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined

<sup>\*/</sup> If more than one Series is issued under the Program in the Repayment Fiscal Year.

<sup>\*\*/</sup> Number of Repayment Months and percentages to be determined in Pricing Confirmation (as defined in the Resolution).

in the Trust Agreement, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest is payable as specified in the Trust Agreement and shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay this Note when due or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents the 2010-11 Tax and Revenue Anticipation Note, Series \_\_\_\_\_ issued for and in the name and on behalf of the District and authorized, executed and given pursuant to and by authority of certain resolutions of the Board of Trustees of the District and the governing board of the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of this Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received, accrued or held by the District for the general fund of the District and are provided for or attributable to the Fiscal Year ending June 30, 2011 (the "Repayment Fiscal Year"). As security for the payment of the principal of and interest on this Note, the District has pledged the first amounts of Unrestricted Revenues of the District received in the sequentially numbered Repayment Months set forth on the face hereof (and any amounts received thereafter provided for or attributable to the Repayment Fiscal Year) until the amount on deposit in the Payment Fund (as defined in the Resolution) in each such month, taking into consideration anticipated earnings thereon to be received by the maturity date, is equal to the corresponding percentages of principal of and interest due on this Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of this Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution. The County is not liable for payment of this Note. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

As provided in the Resolution, the District may provide for the issuance of a parity note or notes during the Repayment Fiscal Year, the principal and interest on which will be secured by Pledged Revenues on a parity with this Note.

The County, the District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the County, the District and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California. **IN WITNESS WHEREOF,** the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer.

## COUNTY OF ORANGE

By \_\_\_\_\_ [SPECIMEN COPY] Title:

Countersigned

By \_\_\_\_\_[SPECIMEN COPY] \_\_\_\_\_ Title:

### EXHIBIT B

#### FORM OF NOTE

#### CAPISTRANO UNIFIED SCHOOL DISTRICT

## COUNTY OF ORANGE, CALIFORNIA

#### 2010-11 TAX AND REVENUE ANTICIPATION NOTE, SERIES \_\_-\_\*/

Interest Rate

First

Repayment Month

% (Total of

principal and

interest due on

Note at maturity)

% (Total of

principal and

interest due on

Note at maturity)

Fourth

**Repayment Month** 

Maturity Date

Second <u>Repayment Month</u>

> \_\_% (Total of principal and interest due on Note at maturity)

Fifth <u>Repayment Month</u>

\_\_% (Total of principal and interest due on Note at maturity)

U.S. BANK NATIONAL ASSOCIATION

Date of Original Issue

Third Repayment Month

\_\_% (Total of principal and interest due on Note at maturity)

Sixth Repayment Month

\_\_% (Total of principal and interest due on Note at maturity)<u>\*\*</u>/

**REGISTERED OWNER:** 

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the Capistrano Unified School District (the "District"), located in the County of Orange, California (the "County"), acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined in the Trust Agreement, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los

<sup>\*/</sup> If more than one Series is issued under the Program in the Repayment Fiscal Year.

<sup>\*\*/</sup> Number of Repayment Months and percentages to be determined in Pricing Confirmation (as defined in the Resolution).

Angeles, California, or its successor in trust (the "Trustee"). Interest is payable as specified in the Trust Agreement and shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay this Note when due or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents the District's 2010-11 Tax and Revenue Anticipation Note, Series \_\_\_\_ authorized, executed and given pursuant to and by authority of a resolution of the Board of Trustees of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of this Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received, held or accrued by the District for the general fund of the District and are provided for or attributable to the Fiscal Year ending June 30, 2011 (the "Repayment Fiscal Year"). As security for the payment of the principal of and interest on this Note, the District has pledged the first amounts of Unrestricted Revenues of the District received in the sequentially numbered Repayment Months set forth on the face hereof (and any amounts received thereafter provided for or attributable to the Repayment Fiscal Year) until the amount on deposit in the Payment Fund (as defined in the Resolution) in each such month, taking into consideration anticipated earnings thereon to be received by the maturity date, is equal to the corresponding percentages of principal of and interest due on this Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of this Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution. The County is not liable for payment of this Note. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

As provided in the Resolution, the District may provide for the issuance of a parity note or notes during the Repayment Fiscal Year, the principal and interest on which will be secured by Pledged Revenues on a parity with this Note.

The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California. **IN WITNESS WHEREOF,** the Board of Trustees of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.

## CAPISTRANO UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_[SPECIMEN COPY] \_\_\_\_\_ Title:

Countersigned

By [SPECIMEN COPY] Title:

## **EXHIBIT C**

## SOUTH COAST LOCAL EDUCATION AGENCIES POOLED TAX AND REVENUE ANTICIPATION NOTE PROGRAM NOTE PARTICIPATIONS, SERIES 2010\_\_\_

## PRICING CONFIRMATION

Capistrano Unified School District (the "Participant")

Principal Amount of Series - Note:	\$	
Interest Rate (Series - Note Rate):	%	
Series Maturity Date:	, 2011	
Principal Amount of Series Note:	\$	
Interest Rate (Series Note Rate):	%	
Series Maturity Date:	, 2011	
Purchase Date:	, 2010	
Closing Date:	, 2010	
Purchase Price:	\$	
Portion Deposited to Proceeds Subaccount:	\$	_
Portion Deposited to Costs of Issuance Fund	l: \$	
[Municipal Bond Insurer/Credit Instrument Provi [Investment Agreement Provider: [Interest Rate payable on funds invested under In Series Repayment Months: First Repayment Month: Second Repayment Month:		%
Third Repayment Month:	Percentage of total principal and interest due on Series Note at maturity	%
Fourth Repayment Month:	Percentage of total principal and interest due on Series Note at maturity	%
Fifth Repayment Month:	Percentage of total principal and interest due on Series Note at maturity	%
Sixth Repayment Month:	Percentage of total principal and interest due on Series Note at maturity	%

Series - Repayment Months:

First Repayment Month:	Percentage of total principal and interest due on Series Note at maturity	%
Second Repayment Month:	Percentage of total principal and interest due on Series Note at maturity	%
Third Repayment Month:	Percentage of total principal and interest due on Series Note at maturity	%
Fourth Repayment Month:	Percentage of total principal and interest due on Series Note at maturity	%
Fifth Repayment Month:	Percentage of total principal and interest due on Series Note at maturity	%
Sixth Repayment Month:	Percentage of total principal and interest due on Series Note at maturity	%

The Participant hereby directs that immediately upon the delivery of the Note Participations, the Trustee shall, in accordance with Section 3.03 of the Trust Agreement, transfer all amounts on deposit in the Participant's Proceeds Subaccount to the Participant (in care of the Orange County Department of Education (the "Department")) for deposit to the credit of the Participant in the Orange County Treasurer's Orange County Educational Investment Pool (the "Educational Pool"). It is acknowledged that the Participant has requested that the Orange County Treasurer (the "County Treasurer") establish an account within the Educational Pool for the deposit of amounts to the credit of such Participant's Payment Account, such fund to be generally designated the "Capistrano Unified School District Repayment Account."

Unless the Participant shall hereafter deliver written instruction to the Trustee to invest amounts on deposit in its Payment Account in a Permitted Investment other than the Capistrano Unified School District Repayment Account, the Trustee is hereby instructed to invest all amounts on deposit in such Payment Account on the last Business Day of each Repayment Month (or immediately upon the deposit with respect to such Repayment Month by the Participant) with the County Treasurer for deposit in the Capistrano Unified School District Repayment Account. The Trustee is hereby instructed to confirm the required deposits on the last Business Day of each Repayment Month with the County Treasurer and, as soon as practical (but in any event within five Business Days) notify the Participant and Moody's Investors Service of any failure of the Participant to make such deposit. The Participant, to the extent it has any interest in Capistrano Unified School District Repayment Account, hereby pledges, transfers, assigns and grants a lien on and a security interest in such fund to the Trustee for the benefit of the Owners.

Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement submitted by \_\_\_\_\_\_, as further memorialized by this Pricing Confirmation, and the Trust Agreement dated as of \_\_\_\_\_\_1, 2010, by and among the Participant, U.S. Bank National Association, the Department, as Representative and the other Districts named therein.

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In addition to the foregoing, the undersigned further certifies that the [Bid Forms][proof of bid][Purchase Agreement] submitted by \_\_\_\_\_, \_\_\_\_ and \_\_\_\_\_, as further memorialized by this Pricing Confirmation, are agreed to and accepted as of the Purchase Date as set forth above by an Authorized Officer of the Participant.

## CAPISTRANO UNIFIED SCHOOL DISTRICT

By: <u>[SPECIMEN COPY]</u> Authorized Officer

## SECRETARY'S CERTIFICATE

I, \_\_\_\_\_, Secretary of the Board of Trustees of the Capistrano Unified School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a <u>regular</u> meeting of the Board of Trustees duly and regularly held at the regular meeting place thereof on the <u>11th</u> day of <u>May</u>, 2010, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at <u>33122 Valle Road</u>, <u>San Juan Capistrano</u>, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: <u>May 11</u>, 2010

Secretary of the Board of Trustees of the Capistrano Unified School District

## CAPISTRANO UNIFIED SCHOOL DISTRICT San Juan Capistrano, California

## May 11, 2010

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

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

## SUBJECT: FISCAL YEAR 2010/11 BUDGET DEVELOPMENT #3 BUDGET REDUCTION RECOMMENDATIONS

## **BACKGROUND INFORMATION**

On Monday, February 22, 2010, staff conducted an all day budget workshop. The ultimate purpose of this exercise was to identify areas of the District's budget where additional efficiency, cost savings, or revenue opportunities might exist. The impetus of this exercise was a request by the Board of Trustees to examine the budget on a department line item expenditure level; in essence, to take a look at everything we do and ask three critical questions:

- 1. Is it mandated or necessary?
- 2. If it isn't mandated or necessary, can it be eliminated or made more efficient?
- 3. Are there opportunities for revenue enhancements?

The results of this workshop were shared with the Board of Trustees at the April 13, 2010 regular Board meeting. The attached spreadsheets (Exhibit A), presented to Trustees at that meeting, summarize the suggestions that staff is proposing be included in the 20010/11 fiscal year budget. This information was presented to Trustees with the request that they review it prior to the meeting this evening and contact the superintendent or staff as appropriate with any questions, comments, concerns.

### **CURRENT CONSIDERATION**

Exhibit A identifies approximately \$5.9 million in potential savings and revenue enhancements. The suggestions contained in these spreadsheets are offered this evening as recommendations for inclusion into the 2010/11 budget. Staff will continue to evaluate the budget to identify areas where additional savings may be garnered. The Special Education Department is also preparing recommendations for presentation to the Board on June 15. These recommendations will be included along with any additional cost savings measures staff is able to identify as the budget is being assembled. Additionally, any changes necessitated by the governor's May budget revision will also be presented and included. Any final adjustments or revisions required as a result of the June 15 Board meeting will be incorporated into the budget and the final budget will be presented to Trustees for adoption on June 29.

Fiscal Year 2010/11 Budget Development May 11, 2010 Page 2

The next steps in the budget process for CUSD are as follows:

May 14, 2010	Governor releases the May budget revision
June 15, 2010	Presentation and review of draft budget
June 29, 2010	Budget hearing and budget adoption

## FINANCIAL IMPLICATIONS

If accepted and implemented in total, staff's recommendations have the potential to save the District approximately \$5.9 million.

Fiscal Impact (savings):	\$5.9 million (estimated)
Funding Source:	General Fund

## STAFF RECOMMENDATION

It is respectfully requested Board President Anna Bryson recognize Ron Lebs, Deputy Superintendent, Business & Support Services, who along with Kristofer Pitman, Executive Director, Fiscal Services, will present this item and answer any questions Trustees may have. Upon conclusion of the discussion, it is recommended the Board of Trustees approve the attached recommendations (Exhibit A) for incorporation into the 2010/11 fiscal year budget.

DISCUSSION/ ACTION

			Educational Services				
Buc	Budget Reductions Options	ns Options					
	Education Division	vision				,	
				One	Expenditure	Revenue	
	Area	<u>ltem</u>	Description	Time	Decrease	Increase	<u>Total</u>
-	Ed. Services	Sweep ELAP carryover	One time provision enabling CUSD sweep the ending balance of English Language Acquisition Program from 07-08	~		26,000	26,000
2	Ed. Services	Funding Shift	From Title II to Title 1 and EIA 0.2 Director, Instructional Support and Staff Dev.		31,858		31,858
ຕ	Ed. Services	Reduce IMFRP expenditures	Sweep additional Instructional Materials Fund Realignment Program money. Leaves \$1,640,000 for textbook purchase and repairs.		360,000		360,000
4	Ed. Services	Musical Instruments	Shift funding from General Fund to unrestricted gift account for musical instrument maintenance		10,000		10,000
5	Ed. Services	Eliminate Wilson Web	Research database used by all staff (move additional items into title II)		2,425		2,425
9	Ed. Services	Fee-based Prof. Development	Expand/market to non-CUSD schools/teachers			10,000	10,000
~		Title II funding	Use Title II funds to do CAHSEE intervention, reading workshop and Credit Recovery freeing up less restricted funds. Funds used to be spent on additional teaching sections at the secondary level.	t	700,000		700,000
∝່	Ed. Services	Title II funding	Use carryover funds to support positions in 2010-11 freeing up less restricted funds.	~	737,500		737,500
E	Ed. Services	Eliminate Summer School	Reduce non-Extended School Year summer programs.; credit recovery funded through alternative means; Drivers Education, Biology and College and Career Planning Class retained		500,000		500,000
X	Ed. Services	Drivers Education	Reduce Driver Education to 2 sections in summer		50,000		50,000
HIB 1 of 3	Ed. Services	Return 300 students from ACCESS	Assumes \$4,983 revenue per ADA & \$100,000 in teacher/other costs per class of 34.5 ADA)			625,900	625,900
IT A	Ed. Services	Funding Shift	From School & Library Improvement Block Grant to Fund 11 - 0.1 FTE Interim Assistant Superintendent		15,000		15,000
	Ed. Services	Adult/Community Education	Athletic camp revenue			TBD	•
_	Ed. Services	20 ADA from CHEP	Assumes \$4,983 revenue per ADA & \$100,000 in teacher/other costs per class of 34.5 ADA)			40,000	40,000
15	Ed. Services	Funding Shift	From School and Library Improvement Block Grant (Tier III) to Child Development Fund 0.1 FTE Executive Director, Elementary Support		15,664		15,664
16	Ed. Services	Pause Exec. Director I	Currently unfilled		133,456		133,456
17	Ed. Services	Funding Shift	From School & Library Improvement Block Grant to Title 1 0.1 Executive Director, Assessment and Evaluation		15,656		15,656
18	B Ed. Services	Funding Shift	From Title II to Title 1/ EIA 0.1 Director, Inst. Support/Staff Dev.		15,929		15,929
19	Ed. Services	15 ADA Interdistrict transfer	Reevaluate interdistrict permit policy (assumes \$4,983 revenue per ADA & \$100,000 in teacher/other costs per class of 34.5 ADA)			TBD	•
20	Ed. Services	25 ADA from Suspended expulsions	Recapture 25 students from suspended expulsions (assumes \$4,983 Revenue per ADA & \$100,000 in teacher/other costs per class of 34.5 ADA)	જ		52,575	52,575
	Total				\$ 2,587,488	\$ 754,475	\$ 3,341,963

	4		Personnel Services				
Bu	Buc C Reductions Options	ons Options					
Ъ	<b>Personnel/Insurance</b>	ance					
	Area	<u>lt</u> em	Description	One Time	Expenditure Decrease	<u>Revenue</u> Increase	Total
	Personnel	Supplies/Printing	Reduce Purchase of Supplies, Printing Requests				5.000
N	Personnel	Conferences	Suspend Non-mandatory Conferences		1,500		1,500
က	Personnel	Consulting Services	Suspend Non-mandatory Consulting Services for personnel special project in conjunction with School Services of California		56,000		56,000
4	Personnel	Legal Fees	Reduce Expenditures (negotiations, grievances, arbitration, employee dismissal, etc.) Reduce from \$245,000 to \$195,000		50,000		50,000
ъ	Personnel	Personnel Assistant	Relieve General Fund Expenditure through fees collected on in-house Live Scan			55.000	55.000
9	Personnel	In-House Fingerprinting	Collect Fees to Cover Department of Justice Billing Costs			30,000	30.000
2	Insurance	Increase Excess WC Insurance	\$50 to \$80K may be attained by increasing excess WC Insurance from StR of \$750K to \$1 M		50,000		50,000
თ	Personnel						
¥	10 Personnel						
÷	11 Personnel						
12	2 Personnel						•
2	13 Personnel						
1	14 Personnel						•
	Personnel						•
	Personnel						•
E2							
КН (2							•
	Personnel						
BI'I [ 3)	Personnel						1
	Personnel						
•							1
	Personnel						
	Personnel						
	Total				\$ 162,500	\$ 85,000	\$ 247,500

Personnel Insurance Page 1 of 1

			Business Services				
Buc	<b>Budget Reductions Options</b>	ns Options					
Bus	<b>Business Division</b>	L L L L L L L L L L L L L L L L L L L					
				one I One	Ш	Revenue	ŀ
-	Business	Election Cost	Election cost currently budgeted in 09-10 - there is no election this year.			IIICLEASE	200.000
N		Golden Handshake	Charge out golden handshake payments from prior years to funds from which employees retired - i.e. Food Service Fund	~	450,000		450,000
ო	Business	SJHHS Staffing budget	Originally budgeted for a 3000 student high school. Staffing now allocated according to district staffing ratio for their anticipated enrollment		750,000		750,000
4	Business	SJHHS Supply budget	Based on enrollment start-up supply budget can be reduced	~	250,000		250,000
S	Business	Printing Services	Charge for Printing Services to outside parties, "New Business"			TBD	1
9	Business	Copier Program	Renegotiate current contract/re-evaluate copier usage			100,000	100,000
~	Business	Reduce budget	Reduce budget for supplies and services in Purchasing/Warehouse/Graphic Arts		50,000		50,000
∞	Business	Open Position-Purchasing	Position left open due to retirement 12/2010 (6 month savings amount)	>	40,000		40,000
თ	Business	<b>Open Position-Maintenance</b>	Assistant Locksmith		66,450		66,450
<del>1</del>	Business	Locker Repairs	Locker Repairs performed by maintenance staff instead of using an outside service		68,861		68,861
÷	11 Business	Internet Service Provider	Currently budgeted \$7860 per year to AT&T for Internet. Change to Cox save \$3600 annually		3,600		3,600
12	Business	Open positions-TIS	Eliminate 2 vacated Support Specialist Positions		124,000		124,000
13	13 Business	Bus Pass	Eliminate one way (am or pm) Bus pass			190,000	190,000
14 4	Business	Bus Pass	Eliminate single semester bus passes, (annual only)			15,000	15,000
15	Business	Bus Pass	Eliminate multi student family discounts			8,000	8,000
16	Business	Bus Pass	Increase replacement fee to \$15.00			5,000	5,000
	Total				\$ 2,002,911	\$ 318,000	\$ 2,320,911

EXHIBIT A (3 of 3)

## CAPISTRANO UNIFIED SCHOOL DISTRICT San Juan Capistrano, California

May 11, 2010

TO:	Anna Bryson, President And Members
FROM:	Board of Trustees, Capistrano Unified School District Jodee Brentinger, Assistant Superintendent, Personnel Services
SUBJECT:	REDUCTION OF WORK YEAR AND/OR SALARIES: CLASSIFIED EMPLOYEES - MANAGEMENT PERSONNEL – RESOLUTION NUMBER 0910-67

## **BACKGROUND INFORMATION**

Since November 2008, the unprecedented state fiscal crisis continues to wreak havoc on educational systems across the state. This year is no different as the state of California continues to experience insurmountable deficits. However, while state figures continue to fluctuate almost daily, school districts are required to develop and submit balanced budgets for three consecutive school years.

In light of the current and complex budget shortfalls at the state and local levels, school districts are advised to notice classified administrators if there is the possibility of a salary or work year reduction. Classified managers would receive final notice no later than June 30, 2010.

### **CURRENT CONSIDERATIONS**

In an abundance of caution, as recommended last year, school districts are being encouraged to notify employees that reductions in the following school year may occur.

This item seeks authorization to provide notice to all classified management personnel who may experience a reduction in salary or work year as identified in Resolution No. 0910-67, Exhibit A and in accordance with Education Codes 45032 and 45162, Exhibit B.

With this agenda item, the following classified management positions are being considered for salary and/or work year calendar reductions for the 2010-11 school year:

Classified Management Positions	Number of Full Time Equivalents
Autism Specialist (IBI Supervisor)	2 FTE
Classified High School Assistant Principal	1 FTE
Director I, Facilities Planning	1 FTE
Director I, Construction	1 FTE
Director II, Food & Nutritional Services	1 FTE
Director II, Purchasing Warehouse & Graphics	1 FTE
Director III, Early Childhood Programs	1 FTE
Director IV, Technical Services	1 FTE
Director IV, Transportation	1 FTE

## REDUCTION OF WORK YEAR AND/OR SALARIES: CLASSIFIED EMPLOYEES –MANAGEMENT PERSONNEL – RESOLUTION NUMBER 0910-67 May 11, 2010 Page 2

1 FTE
1 FTE
3 FTE
1 FTE
1 FTE
36 FTE

Classified Confidential Positions	Number of Full Time Equivalents
Business Analyst	1 FTE
Executive Secretary	5 FTE
Executive Secretary to Superintendent	1 FTE
Human Resources Specialist	4 FTE
TOTAL FULL TIME EQUIVALENTS	11 FTE

## **FINANCIAL IMPLICATIONS**

The estimated savings to the 2010-11 budget from classified management positions earmarked for reduction of work days with corresponding salary reductions and/or benefits will be included in the final budget adopted by the Board before June 30, 2010.

## **STAFF RECOMMENDATION**

It is respectfully recommended that the Board of Trustees adopt Resolution No. 0910-67 Reduction of Work Year and/or Salaries: Classified Employees-Management Personnel in the designated classifications, Exhibit A.

406 DISCUSSION/ ACTION

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

## RESOLUTION FOR REDUCTION OF WORK YEAR AND/OR SALARIES: CLASSIFIED EMPLOYEES-MANAGEMENT PERSONNEL-

Resolution No. 0910-67

WHEREAS, the state of California faces a fiscal emergency school year as the state experiences a \$20 billion deficit; and

WHEREAS, the Governor's proposed budget cuts to K-12 public schools in the 2010-11 fiscal year would require the District to cut approximately \$34 million; and

WHEREAS, in order to maintain a balanced budget and provide for essential services, the District must eliminate programs and services in the 2010-11 fiscal year; and

WHEREAS, it is necessary for the Superintendent to give notice to employees who may experience a reduction in salary, work year calendar, and/or benefit contributions with final notice being given before June 30, 2010.

NOW, THERE BE IT RESOLVED that the Superintendent of the District or her designee is hereby directed to give written notice to classified employees pursuant to Education Code Sections 45032 and 45162 in order to provide notice of a reduction in salary and/or work year calendar of classified positions as follows:

POSITIONS	FTE
Autism Specialist (IBI Supervisor)	2 FTE
Classified High School Assistant Principal	1 FTE
Director I, Construction	1 FTE
Director I, Facilities Planning	1 FTE
Director II, Food & Nutritional Services	1 FTE
Director II, Purchasing Warehouse & Graphics	1 FTE
Director III, Early Childhood Programs	1 FTE
Director IV, Technical Services	1 FTE
Director IV, Transportation	1 FTE
Executive Director I, Facilities & Plant Operations	1 FTE
Executive Director I, Fiscal Services	1 FTE
Manager I, M&O	1 FTE
Manager III, Building Trades	1 FTE
Manager III, Energy/Safety	1 FTE
Manager III, Transportation Services	1 FTE
Manager III, Warehouse/Graphic Arts	1 FTE
Manager IV, Itinerant Services	1 FTE
Manager IV, Board Operations	1 FTE
Manager IV, Budget Planning	1 FTE
Manager IV, Classified Personnel	1 FTE

## REDUCTION OF WORK YEAR AND/OR SALARIES: CLASSIFIED EMPLOYEES –MANAGEMENT PERSONNEL – RESOLUTION NUMBER 0910-67 May 11, 2010 Page 2

Manager IV, Fiscal Accounting	1 FTE
Manager IV, Payroll	1 FTE
Manager V, Information Systems	1 FTE
Manager V, Technical Support	1 FTE
Supervisor I, Transportation Safety & Training	1 FTE
Supervisor III, Child Development	1 FTE
Supervisor III, Early Childhood Programs	1 FTE
Supervisor III, School Readiness	1 FTE
Supervisor III, Transportation Safety & Training	1 FTE
Supervisor IV, Custodial Services	1 FTE
Supervisor IV, Food & Nutrition Services	3 FTE
Supervisor IV, Transportation Safety & Training	1 FTE
Supervisor V, Transportation Vehicle Maintenance/Dispatch	1 FTE
TOTAL FULL TIME EQUIVALENTS	36 FTE

Classified Confidential Positions	Number of Full Time Equivalents
Business Analyst	1 FTE
Executive Secretary	5 FTE
Executive Secretary to Superintendent	1 FTE
Human Resources Specialist	4 FTE
TOTAL FULL TIME EQUIVALENTS	11 FTE

BE IT RESOLVED that the actual salary and/or calendar reduction for each employee is subject to the final review and determination of this Board.

AYES

NOES

ABSENT

President, Board of Trustees

Superintendent

Date \_\_\_\_\_ May 11, 2010 \_\_\_\_\_

c: Superintendent, Orange County Department of Education

## CALIFORNIA EDUCATION CODE

**45032**. The governing board of a school district may at any time during any school year increase the salaries of persons employed by the district in positions requiring certification qualifications, such increase to be effective on any date ordered by the governing board.

Exhibit B Page 1 of 2

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#### CALIFORNIA EDUCATION CODE

**45162.** (a) The governing board of any school district shall, not later than the date prescribed by law for approval of the publication budget of every year, fix the annual salaries for the ensuing school year for all persons employed by the district in positions not requiring certification qualifications. The governing board may, at the time, include an increase in such annual salaries, all or part of which increase is conditional upon the actual receipt by the district of anticipated revenue from all sources. If the revenue actually received is less than that anticipated, the governing board may, at any time during the school year, reduce such annual salaries by an amount not to exceed the amount which was granted subject to the receipt of such revenues.

(b) The governing board of a school district may, at any time during the school year, increase the salaries of persons employed by the district in positions not requiring certification qualifications. Such increase shall be effective on any date ordered by the governing board.

(c) A governing board may, at any time, increase the wages or salaries of classified employees if the board or, in a merit system district, the personnel commission approves a classification change in a position, a class of positions, or any or all of the positions or classes of positions a part of the classified service.

(d) The provisions of this section shall not be construed to permit a governing board to demote or dismiss an employee as a result of reclassification of a position or class of positions except as may otherwise be permitted by law.

(e) This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240) of this chapter.

Exhibit B Page 2 of 2

## CAPISTRANO UNIFIED SCHOOL DISTRICT San Juan Capistrano, California

## May 11, 2010

TO:	Anna Bryson, President and Members,
	Board of Trustees, Capistrano Unified School District
FROM:	Jodee Brenthøger, Assistant Superintendent, Personnel Services
SUBJECT:	CLASSIFIED LAYOFF – NON-MANAGEMENT EMPLOYEES - RESOLUTION NO. 0910 - 70

## **BACKGROUND INFORMATION**

In accordance with Education Code Section 45117, classified employees may be laid off due to a bona fide reduction, elimination of a service being performed, or lack of funds, Exhibit A. The process considers length of service (e.g., seniority) and any other higher classifications, with no skipping permitted for special expertise.

Classified employees must be given a forty-five (45) day notice prior to the effective date of any layoff. Individuals laid off shall be eligible for reemployment rights for a period of 39 months pursuant to Education Code Section 45298, Exhibit B.

This agenda item proposes the reduction or elimination of positions due to a lack of funds. The positions were funded through various sources such as categorical funding sources, gift or grants. At this time funding for the 2010-11 school year is not secure.

## **CURRENT CONSIDERATIONS**

This agenda item seeks Board consideration the reduction or discontinuance of a particular kind of service/program as identified in Resolution No. 0910 - 70, Exhibit C.

# With this agenda item, the following classified positions are being proposed for elimination:

Position Elimination/Classified Non-Management	Number of Full Time Equivalents
Bilingual Clerk	2 FTE
Bilingual Community Services Liaison	3.974 FTE
Bilingual Instructional Assistant	.874 FTE
Independence Facilitator-Special Education	.487 FTE
Instructional Assistant	5.734 FTE
Instructional Assistant-Computer Lab	.812 FTE
Instructional Assistant-Science	.812 FTE
Preschool Resource Teacher	2.5 FTE
Total Classified Non-Management	17.193 FTE

CLASSIFIED LAYOFF – NON-MANAGEMENT EMPLOYEES – RESOLUTION NO. 0910-70 May 11, 2010 Page 2

## FINANCIAL IMPLICATIONS

The savings generated through this layoff are approximately \$473,193.

## **STAFF RECOMMENDATION**

It is respectfully recommended that the Board approve Resolution 0910 - 70 classified layoff in the designated classifications, Exhibit C.

DISCUSSION/ ACTION

#### **CALIFORNIA EDUCATION CODE**

## 45117. Notice of Layoff Due to Expiration of Specially Funded Program or Bona Fide Reduction or Elimination of Service

(a) When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than 45 days prior to the effective date of their layoff.

(b) When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff not less than 45 days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.

(c) (1) A classified employee may not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render. This subdivision does not create a 45-day layoff notice requirement for any individual hired as a short-term employee, as defined in Section 45103, for a period not exceeding 45 days.

(2) This subdivision does not apply to the retention of a shortterm employee, as defined in Section 45103, who is hired for a period not exceeding 45 days after which the short-term service may not be extended or renewed.

(d) This section does not preclude the governing board of a school district from implementing either of the following actions without providing the notice required by subdivision (a) or (b):

(1) A layoff for a lack of funds in the event of an actual and existing financial inability to pay the salaries of classified employees.

(2) A layoff for a lack of work resulting from causes not foreseeable or preventable by the governing board.

(e) This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240).

## CALIFORNIA EDUCATION CODE

## 45298. Reemployment and Promotional Examination Preference of Persons Laid Off; Voluntary Demotions or Reductions in Time

Persons laid off because of lack of work or lack of funds are eligible to reemployment for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the district during the period of 39 months.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. The personnel commission shall make the determination of the specific period eligibility for reemployment on a class-by-class basis.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

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

#### **RESOLUTION FOR CLASSIFIED LAYOFF**

Resolution No. 0910 - 70

WHEREAS, it is necessary to eliminate or reduce certain positions in Capistrano Unified

School District, and

WHEREAS, it is in the best interest of the district to discontinue certain services being

provided in programs, and

WHEREAS, the elimination of this position/or services will result in the layoff of classified

personnel;

NOW, THEREFORE, BE IT RESOLVED THAT, the district eliminates the following

positions due to reductions in funding and/or changes in staffing needs:

Position Elimination/Classified Non-Management	Number of Full Time Equivalents
Bilingual Clerk	2 FTE
Bilingual Community Services Liaison	3.974 FTE
Bilingual Instructional Assistant	.874 FTE
Independence Facilitator-Special Education	.487 FTE
Instructional Assistant	5.734 FTE
Instructional Assistant-Computer Lab	.812 FTE
Instructional Assistant-Science	.812 FTE
Preschool Resource Teacher	2.5 FTE
Total Classified Non-Management	17.193 FTE

AND BE IT FURTHER RESOLVED THAT, the Superintendent of the district is hereby

authorized and directed to give notice of termination/reduction of employment to such classified employees of the district pursuant to district rules and regulations and applicable provisions of the Education Code of the State

of California to take effect no earlier than 45 days prior to the effective day of layoff as set forth above.

AYES

NOES \_\_\_\_\_

ABSENT \_\_\_\_\_

President, Board of Trustees

Superintendent

Date: <u>May 11, 2010</u> c: Superintendent, Orange County Department of Education

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## CAPISTRANO UNIFIED SCHOOL DISTRICT San Juan Capistrano, California

May 11, 2010

TO:	Anna Bryson, President and Members Board of Trustees, Capistrano Unified School District
FROM:	Jodee Brentlinger, Assistant Superintendent, Personnel Services
SUBJECT:	ADOPTION OF PROPOSED DECISION IN THE MATTER OF TEACHER LAYOFF HEARINGS – File No. 2010030097

## BACKGROUND INFORMATION

At its meeting of March 9, 2010, the Board of Trustees adopted Resolution Number 0910-57, which eliminated or reduced particular kinds of services or programs being provided by certificated staff. The Resolution also authorized the issuance of preliminary layoff notices to probationary and permanent certificated employees in the CUEA bargaining unit. In an abundance of caution, in the event of any unanticipated revenue decreases, preliminary layoff notices were issued prior to the March 15, 2010 certificated layoff deadline.

Trustees have openly expressed their desire to not reduce or eliminate programs and services for CUSD students. Unfortunately, recent indicators regarding the Governor's May Revision reflect the possibility of further revenue reductions. In light of the rigid state laws governing timelines for notifying certificated employees of a potential layoff, the Orange County Department of Education, School Services and the Fiscal Crisis Management Assistance Team (FCMAT) recommend that all Boards of Education avail themselves to any and all options that provide maximum flexibility to address current and any worsening financial conditions. Therefore, this item preserves the Board's ability to consider reducing or eliminating programs and services in the event it becomes a necessity.

Under the layoff statutes, certificated employees who receive a preliminary layoff notice have the right to request a hearing before an administrative law judge provided by the California Office of Administrative Hearings, who acts as a factfinder on behalf of the Board. This consolidated layoff hearing occurred on April 23, 2010, before Administrative Law Judge Christopher Ruiz. Judge Ruiz has issued a proposed decision in the matter, addressing issues of fact and law. Judge Ruiz has ruled that the District has followed all legal requirements for the reduction of certificated services, and that the Board is authorized to reduce a corresponding number of certificated employees. Judge Ruiz's proposed decision is not binding on the Board.

## AGENDA ITEM 42

ADOPTION OF PROPOSED DECISION IN THE MATTER OF TEACHER LAYOFF HEARINGS – File No. 2010030097 May 11, 2010 Page 2

#### **CURRENT CONSIDERATIONS**

This agenda item proposes for Board consideration the adoption of the Administrative Law Judge's proposed decision, which is attached as Exhibit A. All certificated employees who were respondents in the hearing received a copy of the decision by May 7, 2010 in accordance with Education Code section 44949. Certificated employees who did not request a hearing must also be notified of the judge's decision. The District is required to notify all affected certificated employees of the final decision of the Board no later than May 14, 2010. This deadline may not be extended.

### FINANCIAL IMPLICATIONS

The financial implications of this agenda item will be included in the 2010-11 final Budget which will be approved by June 30, 2010.

#### **STAFF RECOMMENDATION**

The Administrative Law Judge's decision confirmed that the District fulfilled all of its legal obligations to reduce and/or eliminate services impacting a total of 84 employees. In order to preserve the Board's ability to maximize all budget flexibility options, while at the same time honoring their intention to save employee jobs, staff recommends to issue final layoff notices impacting 46 employees instead of 84. The reduced number will support eliminating/consolidating under enrolled courses in grades 9-12 and provide the ability to consider increasing class size if necessary. The statutory deadline does not allow for noticing employees after the May 14<sup>th</sup> deadline, however, the District may recall some or all teachers after that date. As the fiscal status of the District is further defined through the month of May and June, employees may be rehired.

It is respectfully recommended the Board of Trustees adopt the proposed decision and authorize final notice of layoffs in accordance with this decision, Exhibit A. All teachers recommended to receive final notice are listed in Exhibit B.

DISCUSSION/ ACTION



## OFFICE OF ADMINISTRATIVE HEARINGS

State of California

Department of General Services

320 West Fourth Street, Room 630, Los Angeles, CA, 90013 213 576-7200 phone | 213 576-7244 fax www.osh.dgs.ca.gov

April 27, 2010

Governing Board Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 Attn: Susan Carlisle Human Resources Specialist

## By Facsimile

Re: In the Matter of the Accusation Against Certificated Employees of the Capistrano Unified School District – OAH No.: 2010030097

Dear Board Members:

Enclosed with this letter is a copy of the administrative law judge's proposed decision in the above-referenced case and two copies of the agency order of adoption. Please return one copy of the order of adoption after the Board adopts its Decision. This office will be promptly mailing the original of the proposed decision and all exhibits to you by overnight mail.

On or before May 7, 2010, the Governing Board <u>must</u> submit a copy of the proposed decision to all teachers who were respondents in the hearing, in accordance with Education Code section 44949.

Very truly yours

ROSARIO MAGALIT, Legal Secretary Office of Administrative Hearings

**Regional Offices** 

 320 West Fourth Street
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 Suite 630
 Rd

 Los Angeles, CA 90013
 Se

 213 576-7200 phone
 61

 213 576
 Exhibit A

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1350 Front Street Room 6022 San Diego, CA 92101 619 525-4475 phone ) fax 1515 Clay Street Suite 206 Oakland, CA 94612 510 622-2722 phone 510 622-2743 fax

421

OAH No. 2010030097

#### BEFORE THE GOVERNING BOARD OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT STATE OF CALIFORNIA

In the Matter of the Accusation Against:

Certificated Employees of the Capistrano Unified School District,

Respondents.

### PROPOSED DECISION

Chris Ruiz, Administrative Law Judge (ALJ) with the Office of Administrative Hearings, heard this matter on April 23, 2010, in San Juan Capistrano, California.

Anthony P. DeMarco and Cathie L. Fields, Esqs., represented the Capistrano Unified School District (District).

Marianne Reinhold, Esq., represented most of the Respondent teachers (Respondents). All Respondents represented by Ms. Reinhold are listed in Exhibit A, which is hereby incorporated by reference as if fully set forth herein.

Craig Cunningham, a Respondent, represented himself.

The District served a Notice of Layoff on each of the Respondent teachers. 104 permanent/probationary teachers and 61 "temporary" teachers requested a hearing. At hearing, Bonny Pitkinmeyer was added as a Respondent. Exhibit 6 contains a column entitled "Request Hearing Due." When an "X" appears in that column, it indicates that the corresponding teacher is a Respondent. Exhibit 6 is hereby incorporated by reference as if fully set forth herein as it indicates the 166 Respondent's at issue.

#### FACTUAL FINDINGS

1. Jodee Brentlinger (Brentlinger), Assistant Superintendent of the District, acting in her official capacity, caused all pleadings, notices and other papers to be filed and served upon each Respondent pursuant to the provisions of Education Code sections 44949 and 44955. All pre-hearing jurisdictional requirements were met. 2. Respondents are employed by the District as permanent, probationary, intern, pre-intern, emergency permitted, waiver, and/or temporary certificated employees of the District.

3. On March 9, 2010, pursuant to Education Code sections 44949 and 44955, the Governing Board of the District (Board) issued Resolution numbers 0910-57 and 0910-59 which approved the recommendation by the Superintendent that notice be given to Respondents that their services will not be required for the ensuing school year and stating the reasons for that recommendation.

4. Prior to March 15, 2009, Respondents were given written notice of the recommendation that notice be given to Respondents, pursuant to Education Code sections 44949 and 44955, that their services will not be required for the ensuing school year and stating the reasons for that recommendation.

5. It was established that cause exists, within the meaning of Education Code sections 44949 and 44955, for not reemploying Respondents, except for Sarah Smith) for the ensuing school year for all of the reasons set forth below.

6. The District decided the following:

The following particular kinds of services of the District will be reduced or eliminated no later than the beginning of the 2009-10 school year:

	25	FTE <sup>1</sup>
Grades 4 – 6		
Grades 7 – 12:		
English	16	FTE
Social Science	10	FTE
Social Belence	10	FTE
Math		
Life Science	3	FTE
Physical Science	3	FTE
Physical Science	2	FTE
Spanish	_	
French	2	FTE
1 TORON	2	FTE
German	-	

<sup>1</sup> Full- Time Equivalent position(s).

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		1	FTE
Japanese		4	FTE
PE		4	FTE
Art	l	2	FTE
Nurses SETPD – Teachers on Speci	al Assignment	2	FTE
			FTE

# TOTAL CERTIFICATED POSITIONS

7. The Board decided that it is necessary to decrease the number of certificated employees as a result of the reduction in services. These services are "particular kinds of services" that may be reduced or discontinued within the meaning of Education Code section 44955. The Board's decision to reduce or discontinue these particular kinds of services was not arbitrary or capricious, but rather, constituted a proper exercise of discretion. The Board is faced with a budget shortfall and pending contract negotiations with the teachers' union.

8. The reduction or discontinuation of these particular kinds of services is related to the welfare of the District and its pupils. The reduction or discontinuation of particular kinds of services is necessary to decrease the number of certificated employees of the District as determined by the Board. This reduction is necessary because of budget reductions.

9. The District properly created its seniority list by determining the first date of paid service of each certificated employee and the District will properly utilize reasonable "tie-breaker" criteria when necessary. The District has not yet performed the "tie-breaking" calculations. However, Respondents did not contend that the District's failure to do so was improper. Further, it was not established that if the tie-breaking calculations had been performed it would have resulted in any Respondent not being subject to layoff. The District also "skipped" over some categories of personnel. Respondents did not challenge these "skips" except as discussed below.

10. The District's seniority list, Exhibit 25, is hereby incorporated by reference as if fully set forth herein.

# Respondents Sarah Smith and Josephine Val Logie

11. The District wishes to retain Sarah Smith because she teaches "Culinary Arts Academy" at Aliso Viejo High School. Smith holds a "preliminary; designated subjects vocational education teaching credential" and her credential list six subject areas which involve the food industry and hotel and lodging occupations. Smith's seniority date is February 26, 2007. Josephine Val Logie (Logie), seniority date December 8, 2003, believes she should "bump" the more junior Smith. Logie holds four credentials, but the two at issue

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are: "life; standard designated subjects adult education teaching credential; subject: home economics;" and a "life; standard secondary teaching credential; major: home economics (academic)." Logie also established that California State University, Long Beach, has (academic)." Logie also established that California Credentialing (CCTC) for a "5-recommended her to the California Commission on Teacher Credentialing (CCTC) for a "5-recommended her to the California Education: Full-time; subject authorization: hospitality, year Preliminary Career Technical Education: Full-time; subject authorization: hospitality, tourism, and recreation." Credential. If this credential was required to be considered, it potentially could allow Logie to bump Smith. However, this credential need not be considered by the District because it has not yet been issued and it was not in effect at the considered by the District because it has not yet been issued and it was not in effect at the considered was given to Logie that her services will not be needed for the 2010-2011 school year.

12. The issue then becomes whether Logie's currently held credential's allow her to "bump" Smith. This issue was already litigated and the undersigned agrees with Administrative Law Judge Daniel Juarez's decision in Office of Administrative Hearings case number L2008020611 wherein he concluded:

Respondent Josephine Logie, a teacher at Ladera Ranch Middle School, with a seniority date of December 8, 2003, argued that she should "bump" another teacher, with a seniority date of February 26, 2007, who teaches the Culinary Arts Academy at Aliso Niguel High School. Logie argued that with a single subject home arts (home economics) credential, she could teach the culinary arts classes. However, the Culinary Academy classes involve the teaching of food industry subject matter, emphasizing the business aspects of the food industry, including the restaurant and hotel businesses. As a vocational education program, the Culinary Academy prepares students to move from school into the work arena. In support of her position, Logie asserted that she has taught home economics, food and nutrition, and hospitality services when engaged with the Los Angeles Unified School District at an earlier time. Respondent Logie failed to provide sufficient evidence that her experience and credential qualify her to teach the Culinary Arts Academy at Aliso Niguel High School.

While Logie offered some additional evidence of her work experience in the food services industry, she did not establish that her presently held credentials qualify her to teach the Culinary Arts Academy. The District may skip Sarah Smith.

# Respondent Craig Cunningham

13. Craig Cunningham (Cunningham) teaches "College and Career Planning" and "Academic Intervention" at Tesoro High School. Cunningham holds a single subject credential in business. He contended that his classes require certain expertise and that he does not believe he should be "bumped" by the more senior Jonathan Pierce (Pierce). However, Pierce hold a multiple subject teaching credential, with an authorization in business. Thus, Pierce holds the required credential to "bump" the more junior Cunningham.

## Respondent Jennifer Todd

14 Jennifer Todd (Todd) was chosen "Middle School Teacher of the Year." She was also recently nominated by Brentlinger for Orange County "Teacher of the Year." As part of the process, Brentlinger verified that Todd "will be in the classroom for the 2010-2011 school year." Brentlinger's verification is dated March 12, 2010, two days after the District sent Todd a notice that her services will not be necessary for the 2010-2011 school year. Todd contended that the "Nominee Verification Form" amounts to a contract between herself and the District. While this is an unusual situation, Brentlinger's statement can not override the Board's decision to reduce particular kinds of services. Brentlinger's statement does not establish a contract between the parties.

## Respondent Amal Khalil

15. Amal Khalil (Khalil) is a high school French teacher and she established that she is an outstanding teacher. She is being "bumped" by a more senior French teacher. However, Khalil did not establish that she is being replaced by a junior teacher and/or that the teacher does not hold the required credential to teach French.

## Respondent Ann Roche

16. Ann Roche (Roche) is a school nurse. The District presently employees eight nurses to provide care to approximately 57,000 students. The District proposes to lay off two nurses, one of whom is Roche. Roche contended that the safety of the students will be negatively affected if the two nursing positions are eliminated. However, the District is responsible for complying with its obligations under the law and there was no evidence that a specific nurse-to-student ration must be maintained. The District has the discretion to choose how provide nursing care to its student.

#### Attrition

17. Susan Carlisle, Human Resources specialist, testified regarding attrition. On March 9, 2010, the date the two resolutions were adopted by the Board, there were approximately 10 resignations known to the District. When the lay off notices were sent, the District took this attrition into account "as much as possible." For example, some of the resignations were from Spanish teachers. Thus, the two FTE Spanish positions sought be eliminated under the resolutions became unnecessary. As to the remaining attrition, it was not established that the attrition occurred in areas where the District seeks reduction, nor was it established that any teacher's position would be saved based on the attrition that occurred prior to March 15, 2010. Further, the District has remedied any possible defect by agreeing to account for all attrition prior to issuing final layoff notices. (Exhibit 26, p. 20, line 20.) The Board therefore properly considered all known attrition, resignations, retirements and requests for transfer in determining the actual number of necessary layoff notices to be

delivered to its employees prior to March 15, 2009. (San Jose Teachers Association v. Allen (1983) 144 Cal.App. 3d 627, 636).

18. All other arguments presented by Respondents were unconvincing and were not established by the evidence. Respondents' did not establish that the District did not follow the required procedures or that the District acted in an arbitrary and capricious manner.

# CONCLUSIONS OF LAW

1. Jurisdiction for these proceedings exists pursuant to Education Code sections 44949 and 44955.

2. Each of the services set forth in Finding 6 is a particular kind of service which may be reduced or discontinued in accordance with applicable statutes and case law.

3. The District's decision to reduce or discontinue the services is neither arbitrary nor capricious, but rather a proper exercise of the District's discretion.

4. Cause exists to reduce the District's teaching positions as described above and to give notice to the affected teachers pursuant to Education Code section 44955. (Campbell v. Abbot (1978) 76 Cal.App.3d 796; Degener v. Governing Board (1977) 67 Cal.App.3d 689). Based on the above Findings, including the preamble to this Proposed Decision, the names of the affected teachers, those as to whom final notices of layoff may be given, are as follows: All Respondent teachers listed in Exhibit 6 with an "X" in the column entitled "Request Hearing Due" except for Sarah Smith as to whom the Accusation is dismissed.

#### ORDER

Because of the reductions of services, the District may give notice to the teachers identified in Legal Conclusion Number. 4 that their services will not be required for the 2010-2011 school year. The Accusation is dismissed as to Sarah Smith. The Distict is also ordered to account for any further attrition prior to issuing final layoff notices.

Dated: April <u>27</u>, 2009.

CHRIS RVIZ Administrative Law Judge Office of Administrative Hearings

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Jamie Lo	ouie
David Lu	ciani
Andrew Ma	ashburn
Hayley Mo	cLellan
Victor Mo	osconi
Erik Ne	elson
Ann Ro	che
Timothy Sam	mpson
Lynn Sai	nchez
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Andrea Ser	mas
Kelly Sk	on
Krista Sne	

FIRST NAME	LAST NAME
Wendy	Sottile
Gail	Stirtz
Emily	Tucker
Andrew	Valderrama
Blair	Widtfeldt
Elizabeth	Willey
Michael	Young

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

May 11, 2010

 TO: Anna Bryson, President and Members, Board of Trustees, Capistrano Unified School District
 FROM: Ron Lebs, Deputy Superintendent, Business and Support Services
 SUBJECT: COMMUNITIES FACILITY DISTRICT 98-2 LADERA RANCH FACILITIES PROJECTS AND FUNDING UPDATE

#### **BACKGROUND INFORMATION**

At the March 19, 2010, Board meeting, Trustees considered approval of the authorization to bid the aquatics facility at San Juan Hills High School. No action was taken. One of the concerns regarding the aquatics facility is adequate funding in the face of other pressing facility needs across the District. The estimated cost of construction of the pool is \$4.2 million and the estimated annual operating cost is \$150,000. Staff identified two viable funding sources for constructing this project: CFD 98-2 Ladera Ranch and Fund 39 State School Building (see below). Annual pool operating costs will be paid from the general fund. The current estimated balance in these two funding sources totals \$6.1 million. Additionally, the estimated annual revenue stream in Communities Facility District (CFD) 98-2 net of debt service is \$2.1 million, which is to say that an additional \$2.1 million will be generated in CFD 98-2 each year over and above the bond payments and administrative expenses.

CFD 98-2 Ladera Ranch	\$5.0M
Fund 39 – State School Building	<u>\$1.1M</u>
Total Available	\$6.1M

At the request of Trustee Winsten, staff was asked to identify facilities projects and needs that could potentially "compete" for these funds in an effort to determine if construction of the aquatics facility would prevent other pressing needs from being addressed.

#### **CURRENT CONSIDERATIONS**

#### **Review of Funding Sources**

There are two funding sources that can be used to construct the aquatics facility:

- 1. Fund 39 State School Building Program, and
- 2. CFD 98-2 Ladera Ranch.

#### Fund 39 State School Building Program

Fund 39 State School Building Program has a balance of approximately \$1.1 million. The balance of \$1.1 million in Fund 39 is a compilation of "savings" from other state funded projects that have already been completed. Typically these funds can only be used on the projects they were allocated for, unless there was a project savings. A savings occurs when the total cost of the project comes in lower than the project cost allocation from the state. In the event that there is a project savings, monies can be used as follows: "A district may utilize these project 'savings' for other high priority facility capital outlay purposes in the district." This quote came directly from the Office of Public School Construction (OPSC) School Facility Program Handbook. It was also confirmed in a phone conversation with OPSC that the savings can be used at the District's discretion. So, not only is money available for the aquatics facility, it could also be used for other capital projects in the District.

#### CFD 98-2 Ladera Ranch

Revenues in this fund are collected via Mello-Roos taxes on properties in the Ladera Ranch community. The current estimated balance of \$5.5 million and the projected \$2.1 million annual revenue stream can generally be spent on projects/schools that serve the students who reside in that community. It could also be used to pay down or accelerate debt payments on the bond that was issued by the CFD to fund the schools.

The Ladera Ranch CFD 98-2 has sufficient funds available to cover the cost of the San Juan Hills High School aquatics facility, stadium seating, track surface, and the La Pata street lights once the District receives the annual special tax assessment of \$2.1M this fall. Moneys from Fund 39 will most likely not be needed, as there will be sufficient revenue available in CFD 98-2.

#### Allowable Expenditures Within CFD 98-2

With respect to facilities that CFD 98-2 Ladera Ranch can fund, revenue generated through CFD 98-2 can be used at the following facilities:

- Chaparral Elementary School
- Ladera Ranch Elementary and Middle School
- Oso Grande Elementary School
- Tesoro High School
- San Juan Hills High School
- District Support Facilities

These facilities serve the students who reside within the geographic boundaries that make up the CFD. Once the originally anticipated schools facilities are constructed, the District has the

discretion of using the annual revenue stream in a number of ways as long as it meets the terms and conditions of the formation resolution and funding instruments. See Exhibit A, letter from Alex Bowie dated May 3, 2010. Identified uses include:

- School Facilities
- Central Administrative and Support Facilities
- Special Education Facilities
- Transportation Facilities
- Debt Services Payments

Once the facilities are constructed, the District could also reduce the annual tax levy to a lower amount sufficient to simply cover the cost of the annual debt service and administrative costs. Or, the District could maintain the maximum tax annual levy and apply the revenue to the debt and pay off the bonds early. Timing restrictions for early payoff apply depending on the call dates of the bonds.

The Board of Trustees has within its discretion the ability to identity and prioritize projects within CFD-98-2 as long as the projects fall within the scope of the allowable uses. Also, CFD 98-2 specifically allows for funds to be used for central support and administrative. The Resolution of Intention to Establish the Community Facilities District states:

Following the completion of the bond-financed school facilities, additional facilities may be financed through the levy of Special Taxes. Such facilities include central support and administrative facilities, transportation and special education facilities, including any incidental school administrative and transportation center improvements.

While this language provides for construction and financing of administration and support facilities, it appears that this is allowable only once the bond-financed school facilities are complete.

#### Facilities Needs within CFD 98-2

In order to identify and prioritize the most pressing current facilities needs at schools within CFD 98-2, staff reviewed the facilities master plan, the deferred maintenance plan, the work order system, and talked with the principals of the schools. A summary of this review is provided in Exhibit B. Projects are identified and prioritized by schools and broken down by the type of project, how the project was identified, possible funding sources, and the estimated cost of the project. This list is by no means exhaustive. However, it does provide an overview of the most important needs at the schools within CFD 98-2.

You will note that all of the schools except San Juan Hills HS have minor ADA and fire alarm code upgrade needs listed. ADA and fire alarm codes are constantly being revised and updated; the code upgrades are minor in nature and will only need to be addressed when and if modifications are made to those buildings or areas on the campus where the particular code issues exist. Buildings are considered to be in compliance with the regulations that were in effect at the time the plans were approved; upgrades are only required when making facility improvements that require Division of the State Architect review and approval. These items were listed here as a reminder that when work is done on a campus, code upgrades can--and oftentimes do--come into play.

The pressing facility needs identified at these schools range from maintenance items such as repairing concrete to adding new classrooms for growth. Many of the needs identified at these schools are typical and can be found at schools across the District. Lack of adequate storage space, traffic congestion, and lack of adequate parking seem to be pervasive challenges at most schools.

Identification of a need doesn't automatically qualify it for funding or to be addressed. Identified projects need to be evaluated and prioritized with needs of schools across the District and in consideration of the funding sources available. For example, Aliso Niguel HS and Tesoro HS are both relatively new, share the same floor plan, and could both use additional multi-purpose room and library space, as well as the replacement of relocatable classrooms. However, these schools are located in different CFDs and identified projects at these schools "compete" for funds with projects at other schools within their respective CFDs. In addition, it would be very costly to expand the MPR and library spaces. This type of project would not only need to be evaluated and prioritized but its viability may be restricted simply because it's cost prohibitive and therefore may need to take a back seat until another funding source is available. Additionally, CFD funds have historically only been used for capital improvements; however, the governing documents do allow funds to be used for facility renovation and/or reconstruction. Maintenance or repair of facilities is not allowed.

Identified projects for which CFD 98-2 funds could be used are summarized below:

Chaparral	
Open Walls Between Small 20:1 Classrooms	\$ 100,000
Replace Relocatable Classrooms (8)	\$5,000,000
Additional Classroom Space for Future Growth (3)	\$ 250,000
Ladera Ranch Elementary/Middle School	
Replace Relocatable Classrooms – Elem. (5)	\$3,500,000
Additional Classroom Space for Growth (2)	\$ 150,000
Oso Grande	
Expand Parking Lot to Relieve Traffic Congestion	\$1,000,000
Additional Classroom Space for Future Growth (8)	\$5,000,000

Tesoro HS	
Expand Football Stadium Seating	\$ 350,000
Expand Weight & Wrestling Rooms	\$ 150,000
Expand MPR	TBD*
Expand Library	TBD*
Replace Relocatable Classrooms	\$17,000,000
Additional Classroom Space for Future Growth (8)	\$ 5,000,000
Possible Expansion of Girls' PE Facility	TBD*
San Juan Hills High School	
Stadium/Bleachers/Track	\$ 150,000
Aquatics Center	\$ 4,200,000
Security Cameras	\$ 75,000

\*Project scope has not been quantified or defined.

#### San Juan Hills High School Aquatics Facility

Clearly the facility needs within not only CFD 98-2 but also the District at large outstrip the funding available. The Facilities Master Plan identifies almost \$760 million in facilities needs across the District. Fortunately, CUSD has CFD funding sources available to help address some of these needs on a limited basis.

As stated above, the CFD documents provide for construction and financing of administration and support facilities once the bond-financed school facilities are complete. Although the District is using CFD funds to pay for a portion of the debt service on the Education Center; there is sufficient money available to pay for the stadium, street lights, and aquatics center. So, with respect to constructing the aquatics facility at San Juan Hills HS, the quintessential question then is, "What comprises a complete school?" The documents are inconclusive as to what defines a complete school or whether in the formation of the CFD the District intended, or is obligated to, construct the aquatics facility as part of a "complete" school. It appears that this definition/decision is at the prerogative of the Board of Trustees.

If it is determined that a "complete" school includes an aquatics facility then Trustees should consider constructing the aquatics facility prior to using funds to address other identified needs within CFD 98-2. A relatively strong argument can be made for this, given that the other high schools in the District have pools and because pool plans were prepared by the architect and forwarded to the Division of the State Architect for approval.

The Board of Trustees discussed the aquatics facility at San Juan Hills HS during Board meetings on October 15, 2007; November 5, 2007; December 10, 2007; January 8, 2008, and February 10, 2008. Reviews of the minutes of these meetings indicate what appear to be rather lengthy

discussions that culminated in a vote on February 10, 2008, to authorize the staff to advertize for bids for the aquatics facility. The minutes from February 10, 2008, read:

It was moved by Trustee Benecke, seconded by Trustee Draper and motion carried by a 4-3 vote to approve cost estimates, selection of pool design, and authorization to advertise for bids for aquatics facilities.

Ayes:Trustees Benecke, Darnold, Draper and StiffNoes:Trustees Addonizio, Bryson, Christensen

When the authorization to bid the aquatics facility was brought to the Board of Trustees on March 19, 2010, staff was not aware of this previous approval from February 10, 2008. Subsequent to this first approval, most of the staff involved in this particular project has left the District and the practice of when to seek authorization to bid has changed. Staff is now bringing authorizations to bid to Trustees for consideration after DSA approval has been received; DSA approval was received on February 11, 2009.

As it currently stands, the Board of Trustees had authorized staff to advertise for bids. If the Board of Trustees does not want to proceed with advertising the project, they will need to rescind the action taken on February 10, 2008, and provide further direction to staff.

In conclusion, the Board of Trustees has at its discretion the decision regarding installation and completion of the aquatics facility at San Juan Hills HS. While staff has not been able to locate any documents that require the installation of the aquatics facility at San Juan Hills HS, it was anticipated and planned as evidenced by the fact that the facility was discussed, designed, authorized to bid, and approved by the DSA.

#### FINANCIAL IMPLICATIONS

None

#### **STAFF RECOMMENDATION**

It is respectfully requested Board President Anna Bryson recognize Ron Lebs, Deputy Superintendent, Business and Support Services, who along with John Forney, Director Maintenance, Operations and Construction, will present information related to facility projects within CFD 98-2 and be available to answer Trustees questions. Upon conclusion of the discussion, it is recommended the Board of Trustees provide further direction to staff regarding the San Juan Hills HS Aquatic Facilities and facilities needs within CFD 98-2.

INFORMATION/ DISCUSSION **BOWIE, ARNESON, WILES & GIANNONE** 

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS ATTORNEYS AT LAW

ALEXANDER BOWIE\* JOAN C. ARNESON WENDY H. WILES\* PATRICIA B. GIANNONE ROBERT E. ANSLOW BRIAN W. SMITH JEFFREY A. HOSKINSON MEGAN V. WATT DANIELE D. SHERIDAN PAUL W. LEE JEFFREY A. FRAYER

\*A PROFESSIONAL CORPORATION

#### 4920 CAMPUS DRIVE NEWPORT BEACH, CALIFORNIA 92660 (949) 851-1300

(800) 649-0997 FAX (949) 851-2014

> REF. OUR FILE 3003 A1

#### MEMORANDUM

то:	Ron Lebs, Assistant Superintendent Business Services
FROM:	Alexander Bowie
DATE:	May 3, 2010
RE:	Capistrano Unified School District – Expenditure of Special Taxes from Community Facilities District No. 98-2 – Supplemental Memorandum

#### SUMMARY

As requested, our Firm is providing this "Supplemental Memorandum" to the Memorandum dated March 3, 2010 ("Original Memorandum"), as related to Community District No. 98-2 (Ladera) hereinafter "CFD No. 98-2." This Supplemental Memorandum includes an analysis of the permitted uses for the available "Special Tax Remainder" for CFD No. 98-2. We have reviewed transcripts for CFD No. 98-2 relating to its formation and authorization of its "Special Taxes" and "Bonds" (collectively "Transcript Documents"). As a result of such review, please be advised that "School Facilities" as to which the Special Tax Remainder may be spent are the School Facilities deemed necessary to serve the students generated as a result of the development within CFD No. 98-2 ("Project Students") which include the following:

- Construction, purchase, modification, expansion, improvement or rehabilitation of school facilities, both onsite and offsite, and all appurtenances and appurtenant work in connection with the foregoing, including, without limitation, the following:
- Classrooms, multi-purpose, administration and auxiliary space at a school, and interim housing, together with furniture, equipment and technology, needed by District in order to mitigate the impact on school facilities of the student population to be generated as a result of the development within CFD No. 98-2,

#### **M** E M O R A N D U M

Ron Lebs, Assistant Superintendent May 3, 2010 Page 2

- All land or interest in land required for the construction of such facilities and all land, or interests in land, required to be provided by the District as mitigation of environmental impacts associated with the development of such School Facilities, and,
- Following the completion of the foregoing improvements, central support and administrative facilities, transportation and special education facilities, including any incidental school administration and transportation center improvements together with incidental expenses, including the engineering, planning and design of the above-described facilities.

#### CFD NO. 98-2 ANALYSIS

The expressed intent of the Transcript Documents for CFD No. 98-2 is for the District to spend the Special Tax Remainder on the School Facilities that serve the students generated as a result of the development within CFD NO. 98-2. This also is set forth in the "Mitigation Agreement" relating to the establishment of CFD No. 98-2.

In this regard, the Resolution of Intention (Resolution No. 9899-28) describes that CFD No. 98-2 will serve the development within CFD No. 98-2. Similar wording is found in Resolution No. 9899-29 and Resolution No. 9899-76 relating to formation of CFD No. 98-2 and establishment of the Special Taxes of CFD No.98-2.

#### CONCLUSION

In conclusion, the combined language from the above Transcript Documents and the Mitigation Agreement provide that the Special Tax Remainder may only be spent on the described School Facilities that serve the Project Students generated as a result of the development within CFD No. 98-2

Please contact us if you have further questions.

School Site	Priority		Estimated	Project	Typical and/or Possible
Project			Cost	Identified by?	Funding Sources
		-			
Chaparral			N1/A	MP	Preschool
Lack of Space for Preschool Program	1		N/A		
Lack of Adequate Storage Space	2		TBD	Site	Modernization
Open Walls Between Small 20:1 Classrooms	3	\$	100,000	MP	Modernization, CFD
Replace Relocatable Classrooms (8)	4	<u> </u>	5,000,000	MP	Modernization, CFD
Additional Classroom Space for Future Growth (3)	5	\$	200,000	Site	Dev. Fees, CFD
Data Network Upgrades	6	\$	15,000	Site	General Fund, Site
Minor ADA Code Upgrades	Code	\$	15,000	MP	TBD
Minor Fire Alarm Code Upgrades	Code		TBD	MP	TBD
Ladera Ranch Elementary/Middle School					
Expand Outside Lunch Shelters	1	\$	40,000	Site	Site
Caulk and Seal Concrete Expansion Joints	2	\$	5,000	MP	RRM
Address Site Drainage Issues	3	\$	5,000	MP	RRM
Expand Locker Room (Additional Lockers)	4		TBD	Site	Dev. Fees, Modernizatio
Lack of Text Book Storage	5		TBD	Site	Modernization
Lack of Storage Space	6		TBD	Site	Modernization
Replace Broken Concrete Flatwork	7	\$	25,000	MP	RRM
Replace Relocatable Classrooms – Elem. (5)	8	\$	3,500,000	MP	Modernization, CFD
Additional Classroom Space for Growth (2)	9	\$	150,000	Site	Dev. Fees, CFD
Data Network Upgrades	10	\$	15,000	Site	General Fund, Site
Minor ADA Code Upgrades	Code	\$	15,000	MP	TBD
Minor Fire Alarm Code Upgrades	Code		TBD	MP	TBD
Oso Grande					
Expand Parking Lot to Relieve Traffic Congestion	1	\$	1,000,000	MP	Dev. Fees, CFD
Lack of Adequate Storage Space	2		TBD	Site	Modernization
Additional Classroom Space for Future Growth (8)	3	\$	5,000,000	Site	Dev. Fees, CFD
Data Network Upgrades	4	\$	15,000	Site	General Fund, Site
Slurry Coat Asphalt	5	\$	75,000	DM Plan	Deferred Maintenance
Minor ADA Code Upgrades	Code	\$	15,000	MP	TBD
Minor Fire Alarm Code Upgrades	Code		TBD	MP	TBD
Tesoro HS					
Expand Football Stadium Seating	1	\$	350,000	MP	Dev. Fees, CFD
Expand Weight & Wrestling Rooms	2	\$	150,000	Site	Dev. Fees, CFD
Expanding MPR	3	<u>.</u>	TBD	MP	Dev. Fees, CFD
Expand Library	4		TBD	MP	Dev. Fees, CFD
Replace Relocatable Classrooms	5	\$1	7,000,000	MP	Modernization, CFD
Additional Classroom Space for Future Growth (8)	6		5,000,000	Site	Dev. Fees, CFD

Possible Expansion of Girls' PE Facility	7		TBD	MP	Dev. Fees, CFD
Data Network Upgrades	8	\$	25,000	Site	General Fund, Site
Slurry Coat Asphalt	9	\$	125,000	DM Plan	Deferred Maintnance
Minor ADA Code Upgrades	Code	\$	20,000	MP	TBD
Minor Fire Alarm Code Upgrades	Code		TBD	MP	TBD
San Juan Hills High School					
Stadium/Bleachers/Track	1	\$	150,000	DSA Approved	CFD 98-2
Aquatics Center	2	\$4	1,200,000	DSA Approved	CFD 98-2
Security Cameras	3	\$	75,000	Site	CFD 98-2

<u>Table Key</u>

MP = Facility Master Plan Identified Need DM Plan = Deferred Maintenance Plan Site = Site Identified Need Code = Minor Code Upgrade CFD = Community Facility District 98-2

TBD = To Be Determined

Dev. Fees = Developer Fees

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

#### May 11, 2010

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

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

#### SUBJECT: UPDATES OF PROGRESS OF DIVISION OF STATE ARCHITECT PROJECT LISTING, WORK SCHEDULE AND PRIORITIES

#### BACKGROUND INFORMATION

In an October 2008 letter received from the Superintendent from the Department of General Services, Division of the State Architect (DSA), DSA requested the District inform the governing board of potential liability of any projects closed, but not certified by DSA. At the request of the Board, an update was sent to the Board of Trustees on February 9, 2009, on the progress being made to close with certification the District's outstanding applications listed on the DSA web site. This agenda item is a continuation of the progress being made to close outstanding applications.

#### CURRENT CONSIDERATION

Exhibit A is an update on the progress being made to close out outstanding applications. Certification and close of file reports for outstanding applications are attached for Trustees review (Attachments 1, 2, and 3).

#### FINANCIAL IMPLICATIONS

There are no financial implications with this agenda item at this time. There will be a fee to reopen the closed applications to finalize and close them with certification when all documentation is completed.

#### STAFF RECOMMENDATION

It is respectfully recommended that Board President Anna Bryson recognize Ron Lebs, Deputy Superintendent, Business and Support Services and John Forney, Maintenance, Operations and Construction Director, who will be available to answer any questions Trustees may have.

INFORMATION/ DISCUSSION

F DIVISION OF STATE ARC ORITIES – May 11, 2010 (IN	HITECT PROJECT LISTING, BOLD LETTERING)
2-Story Modular Buildings	Reports have been sent to PJHM for submittal to DSA.
2-Story Modular Buildings	Reports have been sent to PJHM for submittal to DSA.
ry Modular Buildings, restroom	All reports have been sent to PJHM for submittal to DSA.
dernization	Working with architects to quantify scope of work.
dernization	Working with architects to quantify scope of work.
ation	Working with architects to quantify scope of work.
Restroom Building	Closed without Certification on 1/16/08. PJHM is sending letter to DSA to closeout application number.
y 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.
Iodernization	Working with architects to quantify scope of work.
rking 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.
all Field - City of Laguna Niguel	This project was completed by the City of Laguna Niguel to add lights to the baseball fields. We need to schedule a meeting with the city and locate the contractor who performed the work. M&O's Construction Manager will be working on this.
IS 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.
ew covered walkway, alterations to 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.

# UDDATES OF DROGDESS OF DIVISION OF STATE ARCHITECT DRO IECT LISTING

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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.
04-108524	Castille ES Relocatable Restroom Building	Closeout documents to DSA 12/29/08
04-108654	Las Flores Relocatables	All required documents have been recorded by DSA, waiting on certification letter. Documents sent to DSA on 11/24/08
04-108868	Canyon Vista ES YMCA Relocatable	Certification and Close of File 3/26/10 Documents sent to DSA 12/4/08
04-108890	Moulton ES Relocatable	<b>Certification and Close of File 3/26/10</b> Sent closeout paperwork package to DSA. Pending certification.
04-109336	Ladera Ranch Relocatables	Sent closeout paperwork package to DSA 12/6/08.
04-109616	Las Palmas ES Relocatables	Certification and Close of File 3/26/10 Sent documents to DSA 12/29/08
04-109617	Ladera Ranch ES YMCA Relocatable	Sent documents to DSA 12/29/08
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	Construction complete. Gathering close- out documents and processing change orders.



March 26, 2010

#### **CERTIFICATION & CLOSE OF FILE**

DR. ROBERTA MAHLER, SUPERINTENDENT CAPISTRANO UNIFIED SCHOOL DISTRICT 33122 VALLE RD., SAN JUAN CAPISTRANO CA 92675

# Project: CANYON VISTA ELEMENTARY SCHOOL Scope: CONSTRUCTION OF: THREE 24' X 40' RELOCATABLE YMCA BLDGS WITH RAMPS ALTERATIONS TO: CR/ ADMIN/ MP BLDG (TOILET UPGRADES) (A-102054) Application #: 04-108868 File Id#: 30-9

Dear DR. MAHLER:

The Department of General Services' records indicate that the construction of the referenced project has been completed in accordance with design documents approved by the Department, and that all the Verified Reports covering the construction have been received.

Therefore, the Department of General Services certifies as follows:

This project is in compliance with California State regulations as to the safety of design and construction of public schools, and for the accommodation of persons with disabilities.

For relocatable buildings, which have been granted a waiver of durability for foundations, the owner should periodically inspect for, and correct, deterioration in order to maintain safe conditions. This certification is not valid if the buildings are moved to a site location other than shown on the approved plans.

As stated in our letter approving the plans and specifications for this project, the Department does not review design documents or construction for compliance with the electrical, mechanical, or plumbing regulations. It is the responsibility of the professional consultants named on the application to verify compliance with appropriate parts of the California Building Code, and to submit Verified Reports documenting compliance.

Sincerely,

David F. Thorman, AIA

State Architect

DFT: CR:TJ:pc (#1, 1b2a)

cc: Architect – Leo Johnson –PJHM Director of Facilities Reading File

Attachment (1)



March 26, 2010

#### **CERTIFICATION & CLOSE OF FILE**

DR. ROBERTA MAHLER, SUPERINTENDENT CAPISTRANO UNIFIED SCHOOL DISTRICT 33122 VALLE RD., SAN JUAN CAPISTRANO CA 92675

Project: MOULTON ELEMENTARY SCHOOL Scope: RELOCATION OF: ONE CR BLDG (A#04-57944) ALTERATIONS TO: MINOR SITE AND ARCHITECTURAL UPGRADING Application #: 04-108890 File Id#: 30-9

Dear DR. MAHLER:

The Department of General Services' records indicate that the construction of the referenced project has been completed in accordance with design documents approved by the Department, and that all the Verified Reports covering the construction have been received.

Therefore, the Department of General Services certifies as follows:

This project is in compliance with California State regulations as to the safety of design and construction of public schools, and for the accommodation of persons with disabilities.

For relocatable buildings, which have been granted a waiver of durability for foundations, the owner should periodically inspect for, and correct, deterioration in order to maintain safe conditions. This certification is not valid if the buildings are moved to a site location other than shown on the approved plans.

As stated in our letter approving the plans and specifications for this project, the Department does not review design documents or construction for compliance with the electrical, mechanical, or plumbing regulations. It is the responsibility of the professional consultants named on the application to verify compliance with appropriate parts of the California Building Code, and to submit Verified Reports documenting compliance.

Sincerely,

herene Jones for/ David F. Thorman, AIA

State Architect

DFT: CR:TJ:pc (#1, 1b2a)

cc: Architect – Leo Johnson – PJHM Architect Director of Facilities Reading File

Attachment (2)



**Division of the State Architect - San Diego Office** 

March 26, 2010

#### **CERTIFICATION & CLOSE OF FILE**

DR. ROBERTA MAHLER, SUPERINTENDENT CAPISTRANO UNIFIED SCHOOL DISTRICT 33122 VALLE RD., SAN JUAN CAPISTRANO CA 92675

 Project:
 LAS PALMAS ELEMENTARY SCHOOL

 Scope:
 CONSTRUCTION OF: ONE DAY CARE (RELOCATABLE, PC 04-104778) RELOCATION OF: ONE CR BLDG (RELOCATABLE, A-50779)

 Application #:
 04-109616

 File ld#:
 30-9

Dear DR. MAHLER:

The Department of General Services' records indicate that the construction of the referenced project has been completed in accordance with design documents approved by the Department, and that all the Verified Reports covering the construction have been received.

Therefore, the Department of General Services certifies as follows:

This project is in compliance with California State regulations as to the safety of design and construction of public schools, and for the accommodation of persons with disabilities.

For relocatable buildings, which have been granted a waiver of durability for foundations, the owner should periodically inspect for, and correct, deterioration in order to maintain safe conditions. This certification is not valid if the buildings are moved to a site location other than shown on the approved plans.

As stated in our letter approving the plans and specifications for this project, the Department does not review design documents or construction for compliance with the electrical, mechanical, or plumbing regulations. It is the responsibility of the professional consultants named on the application to verify compliance with appropriate parts of the California Building Code, and to submit Verified Reports documenting compliance.

Sincerely,

nun fas / David F. Thorman, Al

State Architect

DFT: CR:TJ:pc (#1, 1b2a)

cc: Architect – Leo Johnson – PJHM Director of Facilities Reading File

Attachment (3)

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

May 11, 2010

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

**FROM:** Bobbi Mahler, Interim Superintendent

SUBJECT: EMPLOYMENT CONTRACT-SUPERINTENDENT

#### **BACKGROUND INFORMATION**

The Board of Trustees interviewed selected candidates for the position of Superintendent beginning on April 19, 2010. On May 3, 2010 the Board considered Dr. Joseph M. Farley as the finalist for this position.

#### **CURRENT CONSIDERATIONS**

The purpose of this agenda item is to present the terms of Dr. Farley's employment contract as Superintendent of the Capistrano Unified School District and seek final Board ratification, Exhibit A.

#### FINANCIAL IMPLICATIONS

Effective July 1, 2010, the district shall pay the Superintendent a salary of \$275,000 which is payable in twelve (12) equal monthly payments.

#### **STAFF RECOMMENDATION**

President Bryson will present this item for Board discussion and approval per Government Code §53262(a), Exhibit B. Copies of any contracts of employment shall be available to the public upon request.

DISCUSSION/ ACTION

AGENDA ITEM 44A

#### SUPERINTENDENT EMPLOYMENT CONTRACT BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND JOSEPH M. FARLEY, Ed.D.

#### I. PREAMBLE

This Superintendent Employment Contract ("Contract") is entered into this \_\_\_\_\_\_ day of May, 2010, by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT ("DISTRICT"), located in the County of Orange, State of California, by and through its Board of Trustees ("Board"), and JOSEPH M. FARLEY, Ed.D. ("SUPERINTENDENT" or "FARLEY"). The parties hereby agree as follows:

#### II. TERM

The DISTRICT hereby employs FARLEY as its SUPERINTENDENT for four (4) years, commencing on July 1, 2010, and extending through and including June 30, 2014.

#### III. DUTIES

- A. FARLEY is employed as the SUPERINTENDENT of the DISTRICT and shall perform all duties and functions of the SUPERINTENDENT position as prescribed by the laws of the State of California and applicable DISTRICT policy. All duties shall be executed in accordance with federal and state law, the rules and regulations of the State Board of Education, and DISTRICT policy.
- B. The SUPERINTENDENT shall have charge of the administration of the DISTRICT's schools under the direction of the Board. He shall serve as the Secretary of the Board and shall be the Chief Executive Officer of the DISTRICT. The SUPERINTENDENT shall be responsible for the direction, supervision, and assignment of teachers and other employees of the schools under his supervision; organize, reorganize, and arrange the administrative and supervisory staff, subject to the direction of the Board, including instruction and business affairs, as best serves the DISTRICT; be responsible for the selection of all personnel, except as to any positions designated as Board staff, subject to the direction of the Board; from time to time suggest regulations, rules, and procedures, including those pertaining to governance, deemed necessary and appropriate for the well-ordering of the DISTRICT; and, in general, perform all duties incident to the position of the SUPERINTENDENT.
- C. The SUPERINTENDENT's duties and responsibilities shall also include, without limitation, the following:
  - 1. Overseeing the DISTRICT's compliance with law and the policies of the Board;

- 2. Recommending to the Board the annual budget for the DISTRICT;
- 3. Overseeing the preparation and promulgation of agendas, minutes, and other documents associated with the meetings and the business of the Board, in accordance with law;
- 4. Recommending policies and policy changes to the Board, as well as drafting, amending, implementing, and reasonably interpreting of policies, regulations, rules, and procedures, as the SUPERINTENDENT deems necessary for the DISTRICT, and under the supervision of the Board;
- 5. Implementing reform and systemic changes, such as curriculum and program offerings, as the SUPERINTENDENT deems appropriate to affect positive changes in the DISTRICT, with the approval of the Board;
- 6. Overseeing DISTRICT staffing patterns;
- 7. Providing for the evaluation of employees as provided by California law and the Board's policies;
- 8. Serving as the primary liaison between the Board and DISTRICT administration regarding all employer-employee matters, and making recommendations to the Board concerning these matters;
- 9. Establishing and implementing a process for keeping the Board abreast of developments, initiatives, and issues in the DISTRICT;
- 10. Certifying and attesting to actions taken or decision made by the Board, as authorized by law;
- 11. Working cooperatively with the Board as a liaison between the DISTRICT and the community and assuming responsibility for a program of public relations for the Board and DISTRICT and for creating and managing a cooperative working relationship between the DISTRICT and the community; and
- 12. Such other duties as may be prescribed by the Board from time-to-time in accordance with law.
- D. FARLEY agrees that, to the best of his ability and experience, he will at all times loyally and conscientiously perform all of the services, duties, and obligations required of him either expressly or implicitly by the terms of this Contract, the laws of the State of California, and the rules, regulations, and policies of the Board.
- E. The parties recognize that the demands of the SUPERINTENDENT, the key management position of the DISTRICT, will require him to average more than eight (8) hours a day and/or more than forty (40) hours per week. In that respect,

the Board hereby certifies that the duties, need for the flexibility of hours, salary, benefit structure, and authority of the position are of such a nature that the position should be set apart from those other positions which are subject to the overtime provisions, and that the SUPERINTENDENT is not unreasonably discriminated against as a result of the overtime exclusion. The parties therefore agree that the SUPERINTENDENT shall not be entitled to overtime compensation or compensatory time off.

- F. The SUPERINTENDENT shall diligently focus his professional time, ability, and attention to the DISTRICT's business. The SUPERINTENDENT shall have the option of utilizing reasonable amounts of work time to pursue educational, charitable, and/or professional activities so long as these activities are not in conflict with the DISTRICT's needs or interests and do not negatively affect or materially interfere with services provided by the SUPERINTENDENT under this Contract. If the SUPERINTENDENT intends to use more than ten (10) days per year for activities described herein, the SUPERINTENDENT shall seek the approval of the Board. The SUPERINTENDENT shall utilize vacation time when rendering such services for compensation. The SUPERINTENDENT shall ensure that such compensation is not a conflict of interest or perceived conflict of interest with regard to his duties to the DISTRICT.
- G. This is a Contract for the performance of professional services as SUPERINTENDENT of the DISTRICT. In recognition of the purposes of this Contract, the SUPERINTENDENT shall not be assigned to any other position.

#### IV. BOARD/SUPERINTENDENT COMMUNICATIONS

- A. The Board and the SUPERINTENDENT agree that they shall work together in a spirit of cooperation and teamwork, and shall provide each other with periodic opportunity to discuss the Board/SUPERINTENDENT relationships and communications.
- B. By September 1, 2010, the Board and the SUPERINTENDENT shall meet to discuss the roles of the Board and the SUPERINTENDENT; develop a process and procedures by which the Board and SUPERINTENDENT will communicate, with emphasis upon productive and constructive communications between the Board and the SUPERINTENDENT; and to collaborate on the development and implementation of a policy governance model. The SUPERINTENDENT shall also recommend to the Board a process for keeping the Board abreast of developments, initiatives, and issues in the DISTRICT.
- C. The Board, collectively and individually through its members, shall promptly refer to the SUPERINTENDENT orally or in writing for his study and recommendation any and all criticism, complaints, suggestions, communications or comments regarding issues in the DISTRICT and the SUPERINTENDENT's performance of his duties. The SUPERINTENDENT also shall share with the Board and its individual members, as appropriate, criticisms, complaints, and

suggestions concerning the DISTRICT that may come to his attention. The Board shall abide by a Board-adopted policy governance model.

#### V. SALARY

- A. The SUPERINTENDENT's salary shall be Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) per annum, starting on the date set forth above for the commencement of SUPERINTENDENT's employment with the DISTRICT, payable in equal monthly payments under this Contract in accordance with the schedule of salary payments in effect for other administrative employees of the DISTRICT. The SUPERINTENDENT shall receive such annual percentage increases or decreases, if any, in salary and/or benefits as are applied to the other certificated management personnel of the DISTRICT, provided that the Board may agree to provide the SUPERINTENDENT with additional increases at the Board's sole discretion. When only a portion of a year is served, the compensation will be prorated in accordance with time actually employed.
- B. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment executed by the parties and shall become a part of this Contract, but any failure to attach the adjusted salary amount as an amendment shall not affect the validity or amount of any such adjustment. Any such amendment shall not be considered a new contract with the SUPERINTENDENT or an extension of this Contract.

#### VI. PROFESSIONAL DEVELOPMENT/ADMINISTRATIVE SUPPORT

- A. The Board expects the SUPERINTENDENT to continue his professional development and expects him to participate in relevant learning experiences. The Board further expects the SUPERINTENDENT to attend appropriate professional meetings, including, subject to advance Board approval, appropriate out-of-county and out-of-state meetings. Claims by the SUPERINTENDENT for the reimbursement of expenses for such professional development shall be made in accordance with the terms of applicable DISTRICT policies, regulations, and procedures. Time spent by the SUPERINTENDENT attending any such meetings and conferences shall not be considered vacation or personal time.
- The DISTRICT shall provide the SUPERINTENDENT with such facilities, Β. equipment, supplies, and clerical assistance as appropriate to the SUPERINTENDENT's position and necessary for the adequate performance of the SUPERINTENDENT's duties. The DISTRICT shall provide the SUPERINTENDENT, at DISTRICT expense, with the appropriate technology that will assist the SUPERINTENDENT in the performance of his job duties and responsibilities. These are to include, by way of example but not by way of limitation, a laptop computer, a cellular telephone, and a DISTRICT pager/Blackberry or other personal communication appliance. All such equipment and appliances shall remain the property of the DISTRICT and must



be used and employed in strict compliance with DISTRICT policies applicable to their use.

#### VII. HEALTH, WELFARE, AND OTHER BENEFITS

- A. The DISTRICT will pay in full at its expense both the employee and the employer contributions on behalf of the SUPERINTENDENT to the California State Teachers' Retirement System ("STRS").
- B. FARLEY shall be eligible for the same fringe benefits, including group health insurance, disability insurance, and life insurance coverage, which are granted to the DISTRICT's other management employees according to the salary level or other basis provided by the Board in connection with such benefits, with the expense for premiums to be shared by FARLEY and the DISTRICT in the same proportion as with other management employees. The provision of such benefits to FARLEY shall be at his personal election and he authorizes his share of the premiums and expenses for any such benefits selected to be deducted periodically in accordance with the DISTRICT'S regular policies and procedures from the salary payments that he receives from the DISTRICT.
- C. Except as otherwise specified within this Contract, the SUPERINTENDENT shall be entitled to all other benefits and leaves afforded other DISTRICT administrators.

#### VIII. VACATION AND SICK LEAVE

- A. The SUPERINTENDENT shall be entitled to take up to twenty-five (25) days of paid annual vacation leave, exclusive of holidays and weekends. Vacation leave will be earned and accrued only up to maximum of accumulation of fifty (50) days at any point in time ("accrual cap"). Upon earning up to the accrual cap of fifty (50) days of unused vacation, the SUPERINTENDENT will not earn or accrue further vacation leave until the number of days accumulated is less than fifty (50). Upon the termination of employment with the DISTRICT, the SUPERINTENDENT shall be paid his unused and accrued vacation days at the then-current salary rate but, under no circumstances, shall that exceed the accrual cap of fifty (50) days. The daily rate shall be FARLEY's annual salary divided by 247.
- B. Vacation shall be used so as not to interfere with the operations of the DISTRICT. To facilitate the benefits of taking vacation, the Board encourages the SUPERINTENDENT to use at least ten (10) vacation days during the year in which they are earned.
- C. The SUPERINTENDENT shall accrue paid sick leave at the rate credited to other management employees. Earned sick leave shall be cumulative. The DISTRICT shall not compensate FARLEY for unused and accrued sick leave at the time of his employment termination or the expiration of this Contract.

#### IX. EXPENSES

- A. The SUPERINTENDENT shall be paid an automobile allowance of Six Hundred Dollars (\$600.00) per month for the use of his personal vehicle for DISTRICT business purposes. The compensation provision of this paragraph shall be considered a part of total compensation for STRS purposes to the extent permitted or required by law.
- B. The SUPERINTENDENT shall be reimbursed for the reasonable actual and necessary expenses that he incurs in the performance of his duties under this Contract. Claims by the SUPERINTENDENT for the reimbursement of such expenses, other than for the use of his personal vehicle, shall be made in accordance with the terms of applicable DISTRICT expense reimbursement policies, regulations, and procedures.
- C. The DISTRICT shall pay the SUPERINTENDENT's annual membership dues to the Association of California School Administrators ("ACSA") and, if permitted by state law and approved by the Board in advance, to such other professional groups in which the SUPERINTENDENT deems it necessary or appropriate to maintain and improve his professional skills.
- D. Recognizing the importance of a strong working relationship between the schools and the community, the DISTRICT shall pay dues, membership fees, and related fees for membership in service and civic associations, if permitted by state law and approved by the Board in advance.

#### X. OTHER CONDITIONS OF EMPLOYMENT

- A. This Contract is subject to all applicable laws of the State of California and to the rules and regulations of the California State Board of Education and the Board of the DISTRICT. The express terms of this Contract govern and control over any inconsistent DISTRICT policies of general application.
- B. The SUPERINTENDENT shall not, directly or indirectly, accept any payment or gratuity or favor or thing of any value from any vendor or business which does business with the DISTRICT or seeks to do so.
- C. The SUPERINTENDENT agrees to undergo a comprehensive medical examination annually during his service under this Contract. A written statement from the medical examiner merely certifying that the SUPERINTENDENT is medically competent to perform his duties (without any medical details) shall be filed with the Board after each examination. The cost of said medical examinations and reports are to be borne by the DISTRICT and all records associated with such examinations shall be confidential.
- D. The SUPERINTENDENT shall report to the Board in writing in advance, to the extent practicable, any absence from his attendance at work in excess of two (2) full working days.

E. The SUPERINTENDENT will notify the Board in writing if he becomes a finalist for employment by another school district or any other employer.

#### XI. CREDENTIALS

The SUPERINTENDENT represents to the DISTRICT and its Board that he possesses all qualifications, certificates, and credentials required by California law to serve as the SUPERINTENDENT and that he will maintain them in good standing while serving as the DISTRICT's SUPERINTENDENT. SUPERINTENDENT shall, as a condition to starting his employment with the DISTRICT, present to the DISTRICT for its records written proof of such requirements having been met. If the status of such good standing changes during his service as SUPERINTENDENT, he will forthwith advise the Board and such change shall be considered as conduct sufficient to deny a severance payment for the purposes of section XIII.C.5. below.

#### XII. EVALUATION

- A. The Board and the SUPERINTENDENT shall develop mutually agreeable criteria and processes for the annual evaluation of the SUPERINTENDENT's performance in accordance with the following guidelines to the extent practicable.
- B. The Board and the SUPERINTENDENT will endeavor to meet at least quarterly during the course of the year to discuss the working relationship between the SUPERINTENDENT and the Board and the SUPERINTENDENT's performance, progress towards meeting the mutually agreed-upon goals and objectives and agreed-upon modifications to those goals and objectives.
- C. By no later than on or about September 1, 2010, the Board and SUPERINTENDENT will meet to discuss and agree upon goals and objectives for the purposes of the evaluation of the SUPERINTENDENT's performance for the 2010-11 school year. Thereafter, on an annual basis no earlier than on or about May 1 and no later than on or about June 30, the Board and the SUPERINTENDENT will meet and agree upon goals and objectives for his evaluation for the succeeding school year.
- D. In addition, by May 31 of each year of this Contract, starting with 2011, the Board will evaluate the performance of the SUPERINTENDENT using an evaluation form and process agreed to by the Board and the SUPERINTENDENT. For this purpose, no later than on or about September 30 of each year of this Contract, the SUPERINTENDENT shall submit to the Board a recommended evaluation form and process. By no later than on or about October 31 of each school year, the Board shall meet with the SUPERINTENDENT to discuss the recommended evaluation form and process and shall agree on the evaluation form and process for that school year. In the event that an agreement as to the evaluation form is not reached between the SUPERINTENDENT and the Board, the Board will adopt an evaluation format taking the SUPERINTENDENT's recommendations under advisement.

E. Using the agreed upon evaluation form and process, the SUPERINTENDENT, prior to his evaluation, shall provide the Board with a written self-appraisal of his accomplishments and attainment of the agreed-upon annual goals and objectives. After the Board receives the SUPERINTENDENT's self-appraisal, the Board and SUPERINTENDENT shall meet in closed session or sessions to discuss the written performance evaluation. Based on the closed session or sessions, the Board President, or such other member of the Board as may be designated by the Board, shall have overall responsibility for completing the agreed-upon evaluation form on behalf of the Board subject to the Board's approval. By June 15 of each year of this Contract, starting with 2011, the Board shall provide the SUPERINTENDENT with a copy of the completed evaluation form. The SUPERINTENDENT shall be given the opportunity to respond to the Board's written evaluation either orally during a closed session or in writing.

#### XIII. TERMINATION OF CONTRACT/EMPLOYMENT

- A. Notwithstanding any other provision of this Contract (including any period of time remaining on its term) or any DISTRICT policy of general application, the SUPERINTENDENT's employment with the DISTRICT is "at-will" and he serves at the pleasure of the Board. Accordingly, this Contract and the SUPERINTENDENT's employment (including all salary and benefits) may be terminated at any time for any or no reason or cause, subject only to the following:
- B. The SUPERINTENDENT may unilaterally terminate this Contract and resign his employment with the DISTRICT by giving written notice on or before May 15 of any year that he will not fulfill the obligation of his Contract during the succeeding fiscal year, or after the beginning of the fiscal year, by giving at least sixty (60) days written notice to the Board that he wishes to be relieved of his contract for the remainder of the period of the Contract as of a specific date. If the effective date of any such resignation is within the first two (2) years of this Contract, SUPERINTENDENT shall be liable to the DISTRICT for the costs of seeking a replacement in an amount not to exceed the sum of Thirty Thousand Dollars (\$30,000.00).
- C. In the event of unilateral termination by the Board effective during the first two (2) years of the term of this Contract, the DISTRICT will monthly pay severance to the SUPERINTENDENT, in accordance with the DISTRICT'S payroll schedule, in the gross amount of Twenty-Two Thousand Nine Hundred Dollars (\$22,900.00) per month only for the number of the unexpired months remaining in said first two (2) year period of this Contract, if any, subject to the following:
  - 1. If the unexpired term of said first two (2) years of the Contract is greater than eighteen (18) months, the maximum number of months that the severance will be paid will be eighteen (18).
  - 2. California Government Code section 53260 states in pertinent part:

[R]egardless of the term of the contract, if the contract is terminated, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

- 3. As a condition precedent to the receipt of each monthly severance payment, the SUPERINTENDENT shall monthly certify to the DISTRICT that he is diligently and in good faith seeking subsequent new employment.
- 4. The SUPERINTENDENT shall promptly notify the Board in writing as to subsequent employment and the DISTRICT's obligation to pay the monthly severance payment specified herein shall cease effective the date that the SUPERINTENDENT commences any subsequent employment as a school superintendent, an assistant or deputy superintendent, or the equivalent.
- 5. If the Board has terminated this Contract and the employment of SUPERINTENDENT on a finding the SUPERINTENDENT has engaged in any of the following conduct, the SUPERINTENDENT shall not be entitled to any severance payment whatsoever:
  - a. Fraud, misappropriation of public funds, or other illegal fiscal practices;
  - b. Willful breach of the duties which he is required to perform under the terms of this Contract;
  - c. An act of dishonesty, fraud, or misrepresentation in respect to his relations with the Board; or
  - d. An act of moral turpitude that would substantially interfere with the effective performance of his duties under this Contract.

#### XIV. NOTICE OF NON-RENEWAL

The Board agrees that it will give the SUPERINTENDENT at least sixty (60) days written notice prior to the expiration of this Contract if it determines that it will not extend or renew the SUPERINTENDENT's Contract or enter into a new employment contract at the expiration of the term set forth in this Contract. Said notice shall be in lieu of and considered in compliance with any applicable notice provisions under California law.

#### XV. MODIFICATION

Any modifications or amendments of any of the terms and conditions of this Contract must be expressly made by the parties hereto in writing.

#### XVI. SEVERABILITY

If any provision of this Contract is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Contract shall continue in full force and effect.

#### XVII. GOVERNING LAW

This Contract and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with the laws of the State of California and the rules and regulations of the State Board of Education.

#### XVIII. BOARD APPROVAL

The effectiveness of this Contract shall be contingent upon approval by the Board in accordance with law, including the Ralph M. Brown Act.

#### XIX. WAIVER OF BREACH

No waiver of any breach of any term or provision of this Contract shall be construed to be, nor shall it be, a waiver of any other breach of this Contract. No waiver shall be binding unless in writing and signed by the party waiving the breach.

#### XX. CONSTRUCTION/HEADINGS

In any construction to be made of this Contract, the same shall not be construed against any party on the basis that the party was the drafter. The captions and headings of this Contract are not part of the provisions of this Contract and shall have no force or effect.

#### XXI. EXECUTION

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

#### XXII. NO ASSIGNMENT

Since this Contract is for the employment of the SUPERINTENDENT and his specific knowledge and talents, both parties acknowledge that neither party shall assign this Contract or any interests therein. Any such attempt to assign this Contract is null, void, and of no effect.

#### XXIII. FURTHER ASSURANCES

Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.

#### XXIV. COMPLETE AGREEMENT

This Contract constitutes and contains the entire agreement and understanding between the parties concerning the SUPERINTENDENT's employment with the DISTRICT. This is an integrated document. This instrument supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof.

(continued on next page)

#### XXV. INDEPENDENT REPRESENTATION

The SUPERINTENDENT and the Board each recognize that in entering into this Contract, the parties have relied upon the advice of their own attorneys or other representative, and that the terms of this Contract have been completely read and explained to them by their attorneys or representatives, and that those terms are fully understood and voluntarily accepted.

Dated:

#### JOSEPH M. FARLEY, Ed.D.

# BOARD OF TRUSTEES ON BEHALF OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT

Dated:

By:

ANNA BRYSON, President

#### **ACCEPTANCE OF OFFER**

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

I acknowledge that I have carefully read this Contract and had sufficient time to review it, that I understand its contents and consequences, that I have been provided the opportunity to consult with an attorney, that the only representations, promises, or agreements made to me are those stated in this Contract, and that I have not relied on any other representations, promises, or agreements of any kind in connection with my decision to enter into this Contract.

I have not entered into and am not subject to a contract of employment with any other school district or any other employer that will in any way conflict with the terms of this Contract.

Dated:

JOSEPH M. FARLEY, Ed.D.

101247650.3

Government Code GC 53262

Employment Contracts (a) All contracts of employment with a superintendent, deputy superintendent, assistant superintendent, associate superintendent, community college president, community college vice president, community college deputy vice president, general manager, city manager, county administrator, or other similar chief administrative officer or chief executive officer of a local agency shall be ratified in an open session of the governing body which shall be reflected in the governing body's minutes.

(b) Copies of any contracts of employment, as well as copies of the settlement agreements, shall be available to the public upon request.

(Added by Stats. 1992, Ch. 962, Sec. 6.)