

Regular Meeting  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES

33122 Valle Road  
San Juan Capistrano, CA 92675

February 8, 2011

7:00 p.m.

**I. PRELIMINARY**

Meeting was called to order by \_\_\_\_\_

Pledge of Allegiance to the Flag

Board consideration and adoption of the agenda.

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

**ROLL CALL:**

	<b>Present</b>	<b>Absent</b>
Jack R. Brick, President	_____	_____
Dr. Gary Pritchard, Vice President	_____	_____
John Alpay, Clerk	_____	_____
Ellen M. Addonizio, Member	_____	_____
Anna Bryson, Member	_____	_____
Lynn Hatton, Member	_____	_____
Sue Palazzo, Member	_____	_____
Larson Ishii, Student Advisor	_____	_____

**CLOSED SESSION COMMENTS**

**CLOSED SESSION**

**6:00 p.m.**

**REPORT ON CLOSED SESSION ACTION**

**SPECIAL RECOGNITIONS**

*Kevin Clark – Best Director Award*  
*Student Body President's Report – San Juan Hills High School*

**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 #31 – Community Facilities District (CFD) 2005-1 Whispering Hills

**RECORDING OF SCHOOL BOARD MEETINGS**

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

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

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

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

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

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

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

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

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

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

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

### **REASONABLE ACCOMMODATION**

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

### III. CONSENT CALENDAR

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

#### **GENERAL FUNCTIONS**

PAGE #

1. AMENDED SCHOOL BOARD MINUTES: Approval, amended minutes of the December 7, 2010, Regular Board Meeting.  
(Supporting Information)  
*Contact: Jane Boos, Manager, Board Office Operations* 1
2. SCHOOL BOARD MINUTES: Approval, minutes of the December 13, 2010, Special Board Meeting, the January 11, 2011, Regular Board Meeting and the January 26, 2011, Special Board Meeting.  
(Supporting Information)  
*Contact: Jane Boos, Manager, Board Office Operations* 11

#### **CURRICULUM & INSTRUCTION**

3. INSTRUCTIONAL MATERIALS: Approval, instructional materials recommended for adoption—Stagecraft Fundamentals.  
(Supporting Information)  
*Contact: Julie Hatchel, Assistant Superintendent, Education Services* 25
4. INSTRUCTIONAL MATERIALS: Approval, instructional materials recommended for adoption—IB Honors Physics, IB Chemistry, and IB Physics.  
(Supporting Information)  
*Contact: Julie Hatchel, Assistant Superintendent, Education Services* 27
5. EXPULSION READMISSIONS: Approval, readmission of students from expulsion.  
(Supporting Information)  
*Contact: Julie Hatchel, Assistant Superintendent, Education Services* 31
6. CONSOLIDATED APPLICATION-PART II: Approval, 2010-2011 Consolidation Application for Funding Categorical Aid Programs, Part II.  
(Supporting Information)  
*Contact: Julie Hatchel, Assistant Superintendent, Education Services* 33
7. REMEDIAL HIGH SCHOOL SUMMER SCHOOL PROGRAM: Approval, proposed revised 2011 remedial high school summer program.  
(Supporting Information)  
*Contact: Julie Hatchel, Assistant Superintendent, Education Services* 35

#### **BUSINESS & SUPPORT SERVICES**

8. PURCHASE ORDERS/WARRANTS: Approval, purchase orders, warrants, and consultant agreements.  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services* 39
9. DONATIONS: Approval, donations of funds and equipment.  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services* 91

10.	CONSULTING AGREEMENT: Approval, grant evaluation services, Center for Grants and Evaluation, Inc. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business &amp; Support Services</i>	95
11.	CONSULTING AGREEMENT: Approval, elementary math professional development, Math Solutions, a Division of Scholastic Inc. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business &amp; Support Services</i>	105
12.	CONSULTING AGREEMENT: Approval, architectural services, PJHM Architects, Inc. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business &amp; Support Services</i>	115
13.	INDEPENDENT CONTRACTOR AGREEMENT: Approval, purchase, and removal of obsolete textbooks, Independent Book Buying Services, LLC. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business &amp; Support Services</i>	131
14.	INDEPENDENT CONTRACTOR AGREEMENT: Approval, creative writing assemblies, The Imagination Machine. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business &amp; Support Services</i>	143
15.	SAN JUAN HILLS HIGH SCHOOL STADIUM: Approval, authorization to advertise Bid No. 1011-15, San Juan Hills High School Stadium, Phase II. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business &amp; Support Services</i>	153
16.	CONTRACT AMENDMENT: Approval, contract amendment for WLC Architects, CVHS Performing Arts Center. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business &amp; Support Services</i>	161
17.	STATEMENT OF WORK AGREEMENT: Approval, authorization to enter into a Statement of Work Agreement for Installation, Training, and Support for Deployment of SharePoint. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business &amp; Support Services</i>	175
18.	INDEPENDENT CONTRACTOR AGREEMENT: Approval, independent educational evaluation for student transition planning assessment, Gary Greene. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business &amp; Support Services</i>	197
19.	SPECIAL TAX CONSULTING SERVICES: Approval, authorization to advertise for Request for Qualifications No. 6-1011, Special Tax Consulting Services for Public Financing. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business &amp; Support Services</i>	207
20.	STUDENT ASSESSMENT AND DATA ANALYSIS SYSTEM: Approval, authorization to advertise for Request for Qualifications No. 7-1011, Student Assessment and Data Analysis System. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business &amp; Support Services</i>	223

## **PERSONNEL SERVICES**

21. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT:** Approval, classified personnel. 245  
(Supporting Information)  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel*
22. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT:** Approval, certificated personnel. 253  
(Supporting Information)  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel*
23. **COACHES:** Approval, authorization of coaches to provide second semester Physical Education credit. 261  
(Supporting Information)  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel*
24. **WILLIAMS SETTLEMENT:** Approval and acceptance of the 2010-2011 Quarterly Report - Williams Settlement Uniform Complaint Procedures. 265  
(Supporting Information)  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel*

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

### **ROLL CALL:**

Student Advisor Larson Ishii \_\_\_\_\_

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

Trustee Alpay \_\_\_\_\_

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

Trustee Hatton \_\_\_\_\_

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

Trustee Pritchard \_\_\_\_\_

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

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

## **IV. DISCUSSION/ACTION**

25. **BUDGET DEVELOPMENT:** Consideration and approval, preliminary budget development calendar, budget guidelines, and budget assumptions for fiscal year 2011-2012. **DISCUSSION/ ACTION**  
(Supporting Information) **Vote \_\_\_\_\_**  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services* **Page 269**
- Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_
26. **BOARD POLICY REVISION:** Second reading of revisions to Board Policy 1113, **DISCUSSION/ ACTION**  
*District Web and Social Media Sites.* **Vote \_\_\_\_\_**  
(Supporting Information) **Page 289**  
*Contact: Marcus Walton, Chief Communications Officer*
- Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_
27. **BOARD POLICY REVISION:** First reading of revisions to Board Policy 1325, **INFORMATION/ DISCUSSION**  
*Advertising and Promotion, and Board Policy 1326, Posting and Distributing Flyers.* **Page 295**  
(Supporting Information)  
*Contact: Marcus Walton, Chief Communications Officer*

28. **BOARD POLICY REVISION:** First reading of revisions to Board Policy 5117.1,  
*Open Enrollment Act/Romero Bill.*  
(Supporting Information)  
*Contact: Julie Hatchel, Assistant Superintendent, Education Services* INFORMATION/  
DISCUSSION  
Page 301
29. **BOARD POLICY REVISION:** First reading of revisions to Board Policy 5118,  
*Interdistrict Attendance Agreements.*  
(Supporting Information)  
*Contact: Julie Hatchel, Assistant Superintendent, Education Services* INFORMATION/  
DISCUSSION  
Page 307
30. **BOARD POLICY REVISION:** First reading of revisions to Board Policy 5119,  
*Open Enrollment.*  
(Supporting Information)  
*Contact: Julie Hatchel, Assistant Superintendent, Education Services* INFORMATION/  
DISCUSSION  
Page 313
31. **COMMUNITY FACILITIES DISTRICT 2005-1 (WHISPERING HILLS) –**  
**PUBLIC HEARING CONTINUED:** Consideration and approval, Resolution No.  
1011-38 terminating public hearing for consideration of reducing special taxes of  
CFD No. 2005-1 (Whispering Hills).  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services* DISCUSSION/  
ACTION  
Vote \_\_\_\_\_  
Page 321
- Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_  
ROLL CALL:  
Student Advisor Larson Ishii \_\_\_\_\_  
Trustee Addonizio \_\_\_\_\_ Trustee Hatton \_\_\_\_\_  
Trustee Alpay \_\_\_\_\_ Trustee Palazzo \_\_\_\_\_  
Trustee Bryson \_\_\_\_\_ Trustee Pritchard \_\_\_\_\_  
Trustee Brick \_\_\_\_\_
32. **DIVISION OF STATE ARCHITECT:** Update of progress of the Division of State  
Architect Construction and Project listing.  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services* INFORMATION/  
DISCUSSION  
Page 327

## V. ADJOURNMENT

**THE NEXT REGULAR MEETING OF THE GOVERNING BOARD WILL BE HELD ON  
TUESDAY, MARCH 8, 2011, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT  
OFFICE BOARD ROOM, 33122 VALLE ROAD,  
SAN JUAN CAPISTRANO, CALIFORNIA**

For information regarding Capistrano Unified School District, please visit our website:  
[www.capousd.org](http://www.capousd.org)

## VI. CLOSED SESSION

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

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

Number of cases: Two

*(Pursuant to Government Code §54956.9(a))*

Case No. 1

Superior Court of the State of California

County of Orange

Case No. 00300788

Whispering Hills LLC v. Capistrano Unified School District

Case No. 2

Superior Court of the State of California

County of Orange

Case No. 00424741

Gary Campbell v. Capistrano Unified School District

#### B. STUDENT EXPULSIONS – Items B-1 through B-13

Deliberations of Findings of Fact and Recommendations

*(Pursuant to Education Code §48918(c) and §35145)*

#### C. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

Activities Director, Capistrano Valley High School

*(Pursuant to Government Code §54957)*

#### D. CONFERENCE WITH LABOR NEGOTIATORS

Dr. Joseph M. Farley/Jodee Brentlinger/Ron Lebs

Employee Organization:

1) Capistrano Unified Education Association (CUEA)

2) Capistrano School Employees Association (CSEA)

3) Unrepresented Employees (CUMA)

4) Teamsters

*(Pursuant to Government Code §54957.6)*

# AMENDED

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – REGULAR MEETING  
DECEMBER 7, 2010  
EDUCATION CENTER – BOARD ROOM

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

The Oath of Office was administered to Trustee Ellen Addonizio by Trustee Sue Palazzo. **Oath of Office**

The Oath of Office was administered to Trustee John Alpay by Truman Benedict, former CUSD Superintendent.

The Oath of Office was administered to Trustee Anna Bryson by Dr. Bill Evers, former U.S. Assistant Secretary of Education for Planning, Evaluation, and Policy Development.

The Oath of Office was administered to Trustees Lynn Hatton and Gary Pritchard by Superintendent Joseph M. Farley.

The following person addressed the Board:

**Public Comment**

- *Chris Korpi congratulated the new Trustees and commented that effective Trustees need to lead and the Board should govern with humility and put children first.*

Superintendent Farley announced closed session item #48 B, Conference with Legal Counsel regarding Existing Litigation, Whispering Hills LLC v. CUSD was being pulled from the agenda.

**Announcement**

The Board recessed to closed session at 6:20 p.m. to: confer with Legal Counsel regarding a Pending Litigation; discuss student expulsions; discuss Public Employee Discipline/Dismissal/Release; discuss Public Employee Appointment/Employment; and confer with Labor Negotiators regarding CSEA/CUEA/CUMA/Teamster negotiations.

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

The Pledge of Allegiance was led by Student Advisor Larson Ishii

Present: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, Pritchard, and Student Advisor ~~Larsen~~ Larson Ishii

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

**Permanent Record**

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

**Adoption of the Board Agenda**

Superintendent Farley reported the following action taken during closed session:

**Report From Closed Session Meeting**

**Agenda Item #48 A – Conference with Legal Counsel – Pending Litigation:** Liability Claim No. 07-58298DP. The Board voted by a 7-0 vote to accept staff recommendation for Claim No. 07-58298DP.

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, and Pritchard

NOES: None

**Agenda Item #48 B – Conference with Legal Counsel – Existing Litigation:** Whispering Hills LLC v. Capistrano Unified School District. This item was pulled from the agenda prior to going into closed session.

**Agenda Item #48 C-1 through C-9 – Student Expulsions:** The Board voted by a 7-0 vote to expel the following students by stipulated agreement: Case #2011-003, #2011-007, #2011-019, #2011-020, #2011-021, #2011-022, #2011-023, #2011-024, and #2011-025.

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo,  
and Pritchard

NOES: None

**Agenda Item #48 D – Public Employee Discipline/Dismissal/Release:** No action was taken.

**Agenda Item #48 E – Public Employee Appointment/Employment— Administrative Assignment:**

The Board voted by a 7-0 vote to approve the appointment of Jennifer Garrett-Smalley, Principal, Aliso Viejo Middle School.

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo,  
and Pritchard

NOES: None

The Board voted by a 7-0 vote to approve the appointment of Jill O'Connell-Bogle, Principal, Oak Grove Elementary School.

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo,  
and Pritchard

NOES: None

The Board voted by a 7-0 vote to approve the appointment of Brad Baker, Assistant Principal, Marco Forster Middle School and Amy Kernan, Assistant Principal, Newhart Middle School.

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo,  
and Pritchard

NOES: None

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

**Reorganization of  
the Board  
Agenda Item 1-3**

Trustee Hatton nominated Trustee Brick and Trustee Addonizio nominated Trustee Palazzo. There being no further nominations, nominations were closed by Trustee Alpay. By a 4-3 roll call vote, Trustee Brick was elected President of the Board.

AYES: Trustees Alpay, Brick, Hatton, and Pritchard

NOES: Trustees Addonizio, Bryson, and Palazzo

President Brick declared that nominations were in order for Vice President. Trustee Alpay nominated Trustee Pritchard and Trustee Addonizio nominated Trustee Palazzo. There being no further nominations, nominations were closed by Trustee Alpay. By a 4-3 roll call vote, Trustee Pritchard was elected Vice President of the Board.

AYES: Trustees Alpay, Brick, Hatton, and Pritchard

NOES: Trustees Addonizio, Bryson, and Palazzo

President Brick declared that nominations were in order for Clerk of the Board. Trustee Hatton nominated Trustee Palazzo but Trustee Palazzo declined. Trustee Pritchard nominated Trustee Addonizio but Trustee Addonizio declined. Trustee Bryson nominated Trustee Alpay. By a roll call vote of 7-0, Trustee Alpay was elected Clerk of the Board.

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, and Pritchard  
NOES: None

Tesoro High School Madrigals directed by Keith Hancock presented a holiday musical performance. **Musical Performance**

President Brick presented Trustee Bryson with a plaque and gavel for serving as Board President from December 2009 to November 2010. **Special Recognition**

The Board recessed at 7:25 p.m. to reorganize the dais. The meeting was called back to order by President Brick at 7:35 p.m. **Break**

President Brick remarked that he had attended the Orange County Department of Education's Teachers of the Year award ceremony where three CUSD teachers were honored. **Board and Superintendent Comments**

Trustee Palazzo commented that she attended a GRIP (Gang Reduction and Intervention Partnership) commendation presented at the Orange County Board of Supervisor's meeting and the Aliso Viejo area concert at Aliso Niguel High School. Trustee Palazzo added that the CUCPTSA Legislation Team was going to Sacramento on Wednesday and she hoped they would advocate funding for the District's academies.

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

The following people addressed the Board:

- *Fran Sdao welcomed the new Trustees and commended them for their hard work, time, and energy in preparing for their role as a Board member.*
- *Marilyn Amato welcomed the new Trustees and encouraged them to restore integrity, trust, and respect to the District.*
- *Karin Schnell thanked Trustees Addonizio, Palazzo, and Superintendent Farley for attending the Capistrano Alliance for the Arts Education event and also thanked Trustees for saving art programs last year.*
- *Wallace Hart told Trustees the District is punishing students, not educating them by assigning students to alternative suspension school.*
- *Linda Verraster stated that the San Clemente High School's marching band has been invited to participate in the Memorial Day Parade in Washington, D.C. and asked for Trustee and District support in helping students raise money for the trip.*

President Brick asked Trustees to select committees they want to serve on during 2011. **Reorganization of the Board- Appointment to Committees Agenda Item 4**

Trustee Bryson will serve as the District's representative on the County Committee on School District Organization with Trustee Addonizio as the alternate.

Trustees Hatton and Pritchard will serve on the Orange County School Boards Political Action Group Effort (PAGE).

**Trustees Addonizio and Palazzo will serve on the Regional Occupational Program Board (ROP) with Trustee Bryson serving as the alternate.**

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

Trustees selected to serve on the following ad hoc committees:

City of Aliso Viejo: Trustees Bryson and Pritchard

City of Dana Point: Trustees Alpay and Bryson

City of Laguna Niguel: Trustees Addonizio and Bryson

City of Mission Viejo: Trustees Addonizio and Hatton

City of Rancho Santa Margarita: Trustees Hatton and Pritchard

City of San Clemente: Trustees Alpay and Bryson

City of San Juan Capistrano: Trustees Addonizio and Palazzo

Trustee Hatton will serve as an ex-officio member of the Capistrano Academic Resources to Education Foundation (CARE).

Trustee Pritchard will serve on the District Restructuring Council (DRC) with Trustee Alpay as the alternate.

President Brick asked Trustees for items they wished to pull from the Consent Calendar. Items 5, 6, and 35 were pulled.

**Items Pulled from  
the Consent  
Calendar**

## **CONSENT CALENDAR**

It was moved by Trustee Alpay, seconded by Trustee Hatton, and motion carried unanimously to approve the following Consent Calendar items:

Petition to waive California Education Code §60851(a) and Board Policy 6162.52 – California High School Exit Examination: Case #1011-008 through #1011-010.

**California High  
School Exit Exam  
Agenda Item 7**

Proposed 2011 Extended School Year Schedule.

**Extended School  
Year Schedule  
Agenda Item 8**

2010-2011 Single School Plans for Student Achievement and Budgets.

**Single School Plans  
Agenda Item 9**

Instructional materials recommended for adoption, high school foreign language textbook, Advanced Placement Chinese.

**Instructional  
Materials  
Agenda Item 10**

Supplemental instructional materials recommended for adoption, Read 180.

**Instructional  
Materials  
Agenda Item 11**

Purchase Orders and Warrants as listed.

**Purchase Orders/  
Warrants  
Agenda Item 12**

Donations of funds and equipment.

**Donations  
Agenda Item 13**

Supplemental educational tutoring services, 100% Learning Fun Center.

**Consulting  
Agreement  
Agenda Item 14**

Supplemental educational tutoring services, L.E.A.P.S. Learning Services.	<b>Consulting Agreement Agenda Item 15</b>
Supplemental educational tutoring services, UROK Learning Institute.	<b>Consulting Agreement Agenda Item 16</b>
Supplemental educational tutoring services, Mathnasium of San Clemente.	<b>Consulting Agreement Agenda Item 17</b>
Supplemental educational tutoring services, Ultimate Success Learning Program.	<b>Consulting Agreement Agenda Item 18</b>
Supplemental educational tutoring services, Learning Ladder, Inc.	<b>Consulting Agreement Agenda Item 19</b>
Supplemental educational tutoring services, Basic Educational Services Team. Inc.	<b>Consulting Agreement Agenda Item 20</b>
Supplemental educational tutoring services, ATS Project Success.	<b>Consulting Agreement Agenda Item 21</b>
Supplemental educational tutoring services, ACE Tutoring Services, Inc.	<b>Consulting Agreement Agenda Item 22</b>
Supplemental educational tutoring services, The Academic Advantage, Inc.	<b>Consulting Agreement Agenda Item 23</b>
Supplemental educational tutoring services, Math + Think, Inc.	<b>Consulting Agreement Agenda Item 24</b>
Supplemental educational tutoring services, Total Education Solutions.	<b>Consulting Agreement Agenda Item 25</b>
Supplemental educational tutoring services, Professional Tutors of America, Inc.	<b>Consulting Agreement Agenda Item 26</b>
Supplemental educational tutoring services, Club Z in Home Tutoring.	<b>Consulting Agreement Agenda Item 27</b>
Supplemental educational tutoring services, Teach-N-Tutor, Inc.	<b>Consulting Agreement Agenda Item 28</b>
Installation, training and support for adaptive hardware and software for disabled students, Voice Solutions.	<b>Consulting Agreement Agenda Item 29</b>

Architectural services, PJHM Architects, Inc.

**Consulting  
Agreement  
Agenda Item 30**

Limited use license agreement between CUSD and SAMLARC for use of Tijeras Creek Park.

**Limited Use  
License Agreement  
Agenda Item 31**

Limited use license agreement between CUSD and SAMLARC for use of Arroyo Vista Park.

**Limited Use  
License Agreement  
Agenda Item 32**

Authorization to enter into a lease/purchase financing agreement with Key Government Finance, Cisco Capital's Financing Partner.

**Lease/Purchase  
Financing  
Agreement  
Agenda Item 33**

Authorization to utilize Contract No. GS-07F-0396M, Fire and Security Alarm and Signal Systems for Life Cycle Support Providing Design, Coding Integration, Testing, Deploying, Repair, Maintenance, Ancillary Services—General Services Administration (GSA) – SimplexGrinnell LP under the same terms and conditions of the public agency's contract.

**Utilization of  
Contract No. GS-  
07F-0396M  
Agenda Item 34**

Application to participate in the class size reduction program.

**Class Size  
Reduction  
Agenda Item 36**

Award of Request for Proposal No. 3-1011, Uniform Service, Cintas Corporation.

**Uniform Service  
Agenda Item 37**

Authorization to advertise Bid No. 1011-08, Milk and Dairy Products.

**Milk and Dairy  
Products  
Agenda Item 38**

Resignations, retirements, and employment of classified personnel.

**Resignations/  
Retirements/  
Employment  
(Classified  
Personnel)  
Agenda Item 39**

Resignations, retirements, and employment of certificated personnel.

**Resignations/  
Retirements/  
Employment  
(Certificated  
Personnel)  
Agenda Item 40**

ROLL CALL: AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, Pritchard, and Student Advisor Larson Ishii.  
                  NOES: None  
                  ABSENT: None  
                  ABSTAIN: None

Superintendent Farley pulled this item to allow only the Trustees who were on the Board at the November 9, 2010, meeting to approve the minutes.

**Minutes  
Agenda Item 5**

It was moved by Trustee Addonizio, seconded by Trustee Palazzo, and carried by a 4-0 vote to approve the minutes of the November 9, 2010, regular Board meeting.

AYES: Trustees Addonizio, Brick, Bryson, Palazzo,  
and Student Advisor Larson Ishii  
NOES: None  
ABSENT: None  
ABSTAIN: Trustees Alpay, Hatton, and Pritchard

Trustee Alpay stated that District Board meetings were held on Monday until last year when the Board approved changing the meetings to Tuesday. Trustee Alpay added that Tuesday Board meetings conflict with several city council meetings and suggested that CUSD Board meetings be changed back to Monday evenings so Board members are able to attend city council meetings. Trustees Bryson and Palazzo stated that the benefits of having Board meetings on Tuesday is to allow staff and Trustees additional preparation time for meetings.

**School Board  
Meeting Schedule  
Agenda Item 6**

It was moved by Trustee Alpay, seconded by Trustee Pritchard, and motion failed by 3-4 vote to approve changing the 2011 Board meeting schedule to Monday evenings.

ROLL CALL: AYES: Trustees Alpay, Hatton, and Pritchard  
NOES: Trustees Addonizio, Brick, Bryson, Palazzo, and Student  
Advisor Larson Ishii  
ABSENT: None  
ABSTAIN: None

It was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried by a 5-2 vote to approve the School Board Meeting Schedule for the period July through December 2011.

AYES: Trustees Addonizio, Brick, Bryson, Hatton, Palazzo, Student  
Advisor Larson Ishii  
NOES: Trustees Alpay and Pritchard

Trustee Alpay pointed out that San Clemente High School (SCHS) has three different accounts in three different institutions and for internal control purposes he prefers that these accounts be consolidated into one account. Trustee Alpay moved to approve staff recommendation; however staff is to instruct SCHS to consolidate all ASB accounts to one banking institution. Dr. Farley stated that staff needs to research if the Board has the authority to direct a school to consolidate ASB accounts and suggested that Trustees continue this item to a future meeting for further discussion.

**ASB Bank  
Accounts  
Agenda Item 35**

It was moved by Trustee Addonizio, seconded by Trustee Alpay, and motion carried unanimously to approve bringing back bank accounts for all ASB organizations to a subsequent meeting.

#### DISCUSSION/ACTION

President Brick announced the Public Hearing open at 8:10 p.m. to accept comments from the public on the petition for the Oxford Preparatory Academy Charter School. President Brick asked if anyone wished to address the Board on this item.

**Public Hearing:  
Oxford  
Preparatory  
Academy Charter  
School  
Agenda Item 41**

The following people addressed the Board:

- *Lori George expressed her disappointment in the misleading information that Barcelona Hills Elementary School was closing that prompted parents in her community to sign the Oxford Preparatory Academy petition.*
- *Ryan Alsop, Stephanie Davies, Timothy Maurier, Jared McLeod, Gretchen Mars, Craig Cleaver, Erika Schulte, Linda DeFance, Dana Reupert, Jennifer Dwight, Bert Bennett, Lanan Clark, Tammy Lohoff, Karl Yoder, and Sue Roche spoke in support of the petition for Oxford Preparatory Academy Charter School and encouraged Trustees to give it their full consideration and approval.*
- *Jerry Simmons pointed out that this petition meets all five legal requirements for a charter petition therefore it must be approved.*

President Brick declared the Public Hearing closed at 8:50 p.m. Superintendent Farley explained that the Board will review the Petition, all comments received concerning the Petition, and will consider granting or denying the charter at a subsequent Board meeting.

President Brick recognized Deputy Superintendent Ron Lebs who presented the proposed Extension of Agreements for various legal firms to provide services in their area of specialization.

**Legal Services'  
Extension  
Agreements  
Agenda Item 42**

It was moved by Trustee Bryson, seconded by Trustee Palazzo, to ratify the Extension of Agreements for Bergman & Dacey, Best Best & Kreiger, Dannis Woliver Kelley, Harbottle Law Group, Law Office of Caroline Zuk, and Stradling Yocca Carlson & Rauth.

Following discussion, Trustee Alpay made a substitute motion, seconded by Trustee Palazzo, and motion carried unanimously to ratify the Extension of Agreements for Bergman & Dacey, Dannis Woliver Kelley, Harbottle Law Group, Law Office of Caroline Zuk, and Stradling Yocca Carlson & Rauth but the agreement with Best Best & Kreiger was to be extended for 2011 at the 2010 rates.

President Brick announced the Public Hearing open at 9:15 p.m. regarding approval of the Romero Bill/Open Enrollment Act Waiver Request. There being no speakers to address the Board, President Brick declared the Public Hearing closed at 9:16 p.m.

**Public Hearing:  
Romero Bill/Open  
Enrollment Act  
Waiver Request  
Agenda Item 43**

It was moved by Trustee Addonizio, seconded by Trustee Alpay, and motion carried by a 6-0 vote to approve the General Waiver Requests to waive Education Code §48352, excluding Kinoshita, San Juan, and Viejo elementary schools from the 2010-2011 and 2011-2012 lists of low achieving schools.

ROLL CALL: AYES: Trustees Addonizio, Alpay, Brick, Hatton, Palazzo,  
Pritchard and Student Advisor ~~Larsen~~ Larson Ishii  
NOES: None  
ABSENT: Trustee Bryson (away from the dais when the vote was taken)  
ABSTAIN: None

President Brick recognized Deputy Superintendent Ron Lebs who, along with Kristofer Pitman, Executive Director, Fiscal Services presented a review of the budget. Mr. Lebs explained that this agenda item presents a Positive Certification of the First Interim Financial Report for 2010-2011 indicating that the District will meet its financial obligations for the current, and the two subsequent fiscal years.

**First Interim  
Report  
Agenda Item 44**

Trustee Palazzo requested that staff provide written verification of monies actually received.

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Hatton, and carried by a 5-2 vote to approve the Positive Certification of the First Interim Financial Report for the period July 1, 2010, through October 31, 2010, and authorize its filing with the County Superintendent of Schools; and, approve Resolution No. 1011-31, incorporating revenue and expenditure increases/decreases for the District's various funds for 2010-2011.

ROLL CALL: AYES: Trustees Alpay, Brick, Bryson, Hatton, Pritchard, and  
Student Advisor Larson Ishii  
NOES: Trustees Addonizio and Palazzo  
ABSENT: None  
ABSTAIN: None

It was moved by Trustee Addonizio, seconded by Trustee Palazzo, and carried unanimously to approve Resolution No. 1011-34, authorization to file a lawsuit against the Orange County Health Care Agency.

**Mental Health  
Services for Special  
Education Students  
Agenda Item 45**

ROLL CALL: AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo,  
Pritchard, and Student Advisor Larson Ishii  
NOES: None  
ABSENT: None  
ABSTAIN: None

President Brick announced the Public Hearing open at 9:40 p.m. regarding the approval of Resolution No. 1011-32, consideration of reducing special taxes of Community Facilities District 2005-1, Whispering Hills or other action in regard thereto. There being no one to address the Board, President Brick recognized Deputy Superintendent Ron Lebs who asked the Board to continue this Public Hearing to the January 11, 2011, Board meeting.

**Public Hearing:  
CFD 2005-1  
Agenda Item 46**

It was moved by Trustee Addonizio, seconded by Trustee Alpay, and motion carried unanimously to continue the Public Hearing to January 11, 2011, by adopting Resolution No. 1011-32, 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, Alpay, Brick, Bryson, Hatton, Palazzo,  
Pritchard, and Student Advisor Larson Ishii  
NOES: None  
ABSENT: None  
ABSTAIN: None

President Bryson recognized Deputy Superintendent Ron Lebs who, along with John Forney, Director, Construction, provided updates of the progress of the Division of State Architect project listing, work schedule, and priorities. Mr. Lebs reported that there was nothing new to report since the November meeting.

**Division of State  
Architect (DSA)  
Agenda Item 47**

Trustee Addonizio requested staff provide an update from SDG&E on the timeline for completion of the La Pata lighting project.

Trustee Bryson requested staff review Marblehead Elementary School concerns she discussed with Superintendent Farley after visiting the site.

The Board recessed at 9:50 p.m. to continue discussion on the remaining closed session item.

President Brick reported the following action taken during closed session:

**President's Report  
From Closed  
Session Meeting**

**Agenda Item #48 F – CSEA/CUEA/CUMA/Teamsters Negotiations:** No action was taken.

President Brick adjourned the meeting at 11:00 p.m.

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Board Clerk

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Secretary, Board of Trustees



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

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

The Pledge of Allegiance was led by Trustee Pritchard

Present: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, and Pritchard

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

**Permanent Record**

It was moved by Trustee Alpay, seconded by Trustee Pritchard, and carried by a 7-0 vote to adopt the Board agenda.

**Adoption of the Board Agenda**

**DISCUSSION/ACTION**

President Brick recognized Deputy Superintendent Ron Lebs to present this item. Mr. Lebs explained that Attorney George Rudolph was leaving Luce Forward to start his own legal firm and given Mr. Rudolph's familiarity with the Whispering Hills LLC case, staff is recommending the case be transferred to Mr. Rudolph's new firm.

**Consulting Agreement-Legal Services  
Agenda Item 1**

Following discussion, it was moved by Trustee Addonizio, seconded by Trustee Alpay, and motion carried unanimously to approve the consulting agreement for legal services for George Cooper Rudolph, Attorney & Counselor at Law and authorize staff to execute the necessary case transfer documents.

The Board recessed to closed session at 6:06 p.m. to discuss Public Employee Performance Evaluation-Superintendent.

President Brick reconvened the meeting at 9:14 p.m. and reported the following action taken during closed session:

**President's Report From Closed Session Meeting**

**Agenda Item 2A – Public Employee Performance Evaluation-Superintendent:** No action was taken.

The meeting adjourned at 9:15 p.m.

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Board Clerk

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Secretary, Board of Trustees



CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – REGULAR MEETING  
JANUARY 11, 2011  
EDUCATION CENTER – BOARD ROOM

President Brick called the meeting to order at 6:00 p.m. and recognized Ronda Walen to address the Board. Mrs. Walen presented Trustees with copies of an Unfair Labor Practice charge CSEA intends to file in regards to item #12, the reduction of hours for certain employees, in the CSEA tentative agreement. Mrs. Walen stated that the union disagrees with the District's opinion that they have already met their obligation to bargain.

The Board recessed to closed session at 6:05 p.m. to: confer with Legal Counsel regarding Existing Litigation (two cases); discuss Student Expulsions (5 cases); confer with Real Property Negotiators; and discuss CSEA/CUEA/CUMA/Teamsters negotiations.

The regular meeting of the Board reconvened to open session and was called to order by President Brick at 7:05 p.m.

The Pledge of Allegiance was led by Trustee Bryson.

Present: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, Pritchard, and Student Advisor Larson Ishii

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

President Brick announced that agenda items #36, #37, and #38 were being pulled from the agenda. **Announcement**

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

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

**Agenda Item #41 A-1 – Conference with Legal Counsel – Existing Litigation:** Whispering Hills LLC v. Capistrano Unified School District. No action was taken.

**Agenda Item #41 A-2 – Conference with Legal Counsel – Existing Litigation:** Gary Campbell v. Capistrano Unified School District. No action was taken.

**Agenda Item #41 B-1 through B-5 – Student Expulsions:** The Board voted by a 7-0 vote to expel the following students by stipulated agreement: Case #2011-018, #2011-026, #2011-029, #2011-030, and #2011-031.

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, and Pritchard  
NOES: None

Jimmy Muessner and the ANHS Basketball Team were recognized for their Socks for Jocks project. **Special Recognition**

Student Body President Kyle Murphy from San Clemente High School presented a report on activities taking place at the high school.

## **Student Body Report**

Assistant Superintendent Jodee Brentlinger introduced the following management personnel who were recently hired or promoted:

## **Special Introductions**

Brad Baker, Assistant Principal, Marco Forster Middle School  
Jaime Garman, Activities Director, San Clemente High School  
Jennifer Garrett-Smalley, Principal, Aliso Viejo Middle School  
Jeff Jones, Principal, Newhart Middle School  
Amy Kernan, Assistant Principal, Newhart Middle School  
Jill O'Connell-Bogle, Principal, Oak Grove Elementary School  
Randall Rowles, Executive Director, Facilities & Plant Operations  
Marcus Walton, Chief Communications Officer

Trustee Bryson commented that she attended a luncheon event to present Governor Volunteer Award certificates to 20 CUSD students for volunteering more than 50 hours of community service. Trustee Bryson added that there were approximately 40 more students who qualified but were not available to attend the luncheon. She will be presenting awards to those students in the near future. Trustee Bryson also thanked Deputy Superintendent Ron Lebs for his informative e-mails over the holidays on the storm damage to District schools.

## **Board and Superintendent Comments**

Trustee Palazzo remarked that she had reminded Ron Lebs to check the State Controller's list of Unclaimed Property and that Mr. Lebs had stated that he had recently checked and was in the process of applying for District funds he found listed. Trustee Palazzo encouraged District staff and schools to check for unclaimed money. Trustee Palazzo asked Dr. Farley if the District had received information from the Registrar's office regarding redrawing Trustee boundaries. Dr. Farley replied that no information has been received and staff was researching this issue.

Trustee Alpay shared that he and Trustee Pritchard had visited San Juan Elementary School over the holidays to see the flood damage. Trustee Alpay acknowledged and thanked Ron Lebs, John Forney, Al Becerra, and their crews for their hard work and the excellent job they did cleaning up the damage caused by the storms.

Trustee Pritchard also thanked Jeff Bristow for contacting insurance adjusters and all the crews that assisted with the clean up over the holiday break.

Trustee Hatton commented that she had attended the induction of the National Honor Society at Aliso Niguel High School and commended the students for their commitment, hard work, and positive representation of the District.

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

## **Oral Communications**

The following people addressed the Board:

- *Kim Anderson updated Trustees on the activities of the CUCPTSA Legislative Team and shared the Legislative Team's 2010-2011 Legislative Agenda which forms the basis of their advocacy efforts and is given to legislators, elected officials, and key education experts when they meet with them.*
- *Vicki Soderberg addressed the Board on behalf of the teachers to thank the District for their quick response to the storm damage and the dedication of M&O and CSEA crews who worked during the holiday break to assist in putting the rain-affected classrooms back in order before schools reopened on January 3.*

President Brick asked Trustees for items they wished to pull from the Consent Calendar. Agenda items #1, #2, #4, #8, #9, #10, #11, #12, #13, #14, #15, and #21 were pulled.

**Items Pulled from  
the Consent  
Calendar**

## **CONSENT CALENDAR**

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

Addendum to the Local Educational Agency (LEA) Plan.

**LEA Addendum  
Agenda Item 3**

Readmission of students from expulsion: Case #2009-103 and 2010-072.

**Expulsion  
Readmissions  
Agenda Item 5**

Purchase Orders and Warrants as listed.

**Purchase Orders/  
Warrants  
Agenda Item 6**

Donations of funds and equipment.

**Donations  
Agenda Item 7**

Award of Request for Qualifications No. 4-1011, DSA approved Inspector of Record to Consulting & Inspection Services and Knowland Construction Services.

**Inspector of  
Record  
Agenda Item 16**

Award of Request for Qualifications No. 5-1011, Special Inspections and Materials Testing to MTGL, Inc., Ninyo & Moore, and Twining, Inc.

**Special Inspection  
and Materials  
Testing  
Agenda Item 17**

Final acceptance and Notice of Completion of Bid No. 0809-13, Dana Hills High School Gymnasium Modernization, Gymnasium Floor and Bleacher Replacement, Paul C. Miller Construction Company Inc.

**DHHS Gymnasium  
Completion Notice  
Agenda Item 18**

Award of Request for Income Agreement, leadership and library media support services, Orange County Department of Education.

**Income Agreement  
Agenda Item 19**

Resolution No. 1011-35, annual and five-year reports of Developer Fees received in fiscal year 2009-2010.

**Developer Fees  
Agenda Item 20**

Authorization to advertise Bid No. 1011-10, Roofing Repairs and Maintenance Districtwide.

**Roofing Repairs  
Agenda Item 22**

Authorization to sell obsolete and unusable miscellaneous District materials.

**Obsolete Materials  
Agenda Item 23**

Resignations, retirements, and employment of classified personnel.

**Resignations/  
Retirements/  
Employment  
(Classified  
Personnel)  
Agenda Item 24**

Resignations, retirements, and employment of certificated personnel.

**Resignations/  
Retirements/  
Employment  
(Certificated  
Personnel)  
Agenda Item 25**

Denial of Government Claim No. 10-89155 DP.

**Government Claim  
Denial  
Agenda Item 26**

Williams Settlement Uniform Complaint quarterly report.

**Williams  
Settlement  
Agenda Item 27**

Student Teaching agreement with the University of Redlands

**Student Teaching  
Agreement  
Agenda Item 28**

ROLL CALL: AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo,  
Pritchard, and Student Advisor Larson Ishii  
NOES: None  
ABSENT: None  
ABSTAIN: None

Trustee Palazzo stated that she had concerns that the minutes were not accurate and requested that staff review the audio of the meeting, amend the minutes, and bring them back to the next regular Board meeting for approval.

**Minutes  
Agenda Item 1**

Following discussion, it was moved by Trustee Palazzo, seconded by Trustee Alpay, and carried unanimously to direct staff to review and amend the minutes of the December 7, 2010, regular Board meeting and bring them back to the February 8 meeting.

The minutes for the December 13, 2010, special Board meeting will also be brought back to the February 8 meeting for action.

Trustee Palazzo asked staff, on behalf of a constituent, why Title III funds were used to promote broad involvement of the parents of EL students ages birth through 22 years. Dr. Farley explained that this refers to non-diploma program students for whom the District is responsible for through their 22<sup>nd</sup> birthday. These are special education students who have various handicaps that keep them from getting a diploma.

**LEA Plan Revision  
Agenda Item 2**

Trustee Hatton stated that this plan is extremely comprehensive and that she would like the plan brought back and discussed in detail at a special Board meeting. Trustee Palazzo also requested that staff bring this item back as a discussion item.

It was moved by Trustee Palazzo, seconded by Trustee Hatton, and carried unanimously to approve revisions to the Local Educational Agency (LEA) Plan.

Trustee Addonizio expressed her concern regarding restoring the furlough days without a state budget and Trustee Palazzo stated that she too was concerned due to the ACLU settlement and other issues that will impact the budget. Dr. Farley stated the furlough days had already been restored and this item was only to officially reinstate the two instructional days on the 2010-2011 School Calendar.

**Revised 2010-2011  
School Calendar  
Agenda Item 4**

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried by a 5-0 vote to approve revisions to the 2010-2011 School Calendar restoring two instructional days.

AYES: Trustees Alpay, Brick, Bryson, Hatton, Pritchard, and Student Advisor Larson Ishii  
NOES: Trustees Addonizio and Palazzo

Trustee Bryson explained that she had pulled items #8 through #15 because they were consulting agreements and it has been her policy to request that all continuing consulting agreements reduce their fees by 10 percent. Mr. Lebs responded that these consulting agreements were all initial agreements with these vendors.

**Consulting  
Agreement  
Agenda Item 8**

It was moved by Trustee Bryson, seconded by Trustee Alpay, and carried unanimously to approve items #8 through #15 with one vote.

Instructional Science Program and Assemblies, Discovery Science Center.

Physical Therapy Assessment, Joy for Kids Physical Therapy, Inc.

**Consulting  
Agreement  
Agenda Item 9**

Nutrition Education and Physical Activity Demonstrations, S&L Enterprises.

**Consulting  
Agreement  
Agenda Item 10**

Healthy Cooking Demonstrations and Assemblies, Projects Unlimited, Inc.

**Consulting  
Agreement  
Agenda Item 11**

Speech Improvement Workshop, Jennifer Taps.

**Consulting  
Agreement  
Agenda Item 12**

Award of request for consulting agreement to MIND Music Keyboard and Music Instruction, Daneen Pysz.

**Consulting  
Agreement  
Agenda Item 13**

Architectural services, PJHM Architects, Inc.

**Consulting  
Agreement  
Agenda Item 14**

Surveying and construction engineering services, Britton Consulting.

**Consulting  
Agreement  
Agenda Item 15**

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, Pritchard, and Student Advisor Larson Ishii  
NOES: None

Trustee Alpay requested background information on San Clemente High School's three Associated Student Body (ASB) bank accounts. Mr. Lebs shared that there was \$450K in a checking account and \$100K in two separate saving accounts. The two savings accounts had been established years ago for specific purposes. Trustee Alpay expressed his concerns regarding account balances exceeding the FDIC protection limit and Mr. Lebs responded the District establishes a collateral agreement with banking institutions for such cases. Trustee Alpay asked staff about the oversight of accounts, internal controls, and ownership of ASB accounts. Dr. Farley informed Trustees that districts all across the state recognize ASB accounts as an area of vulnerability. Dr. Farley stated that

**ASB Bank  
Accounts  
Agenda Item 21**

vulnerability. Dr. Farley stated that ASB accounting was an area where he increased rigorous supervision and auditing when he started in July. Dr. Farley added that the District has plans for training activities directors and principals.

Trustee Bryson requested that the District provide a certified cash handling training program for ASB personnel and Student Advisor Larson Ishii added that ASB presidents and/or ASB treasurers should be included in the training.

Trustee Alpay directed staff to develop a policy requiring all ASB accounts to be consolidated to one banking institution.

It was moved by Trustee Alpay, seconded by Trustee Bryson, and carried unanimously to approve the bank accounts for all Associated Student Body (ASB) organizations and direct San Clemente High School's ASB to transfer all accounts to one banking institution.

## DISCUSSION/ACTION

Executive Director Mike Beekman presented a PowerPoint overview of the Gang Reduction and Intervention Partnership (GRIP). Mr. Beekman stated that GRIP is a partnership between the Orange County District Attorney's office, the Orange County Sheriff's Department, the District, and the cities of San Juan Capistrano and San Clemente. GRIP is currently utilized by five schools in San Juan Capistrano and four schools in San Clemente. Mr. Beekman reported that each school has seen a reduction in disciplinary issues and an improvement in attendance and academics since implementing the GRIP program.

**Gang Reduction  
and Intervention  
Partnership  
Agenda Item 29**

*Due to a scheduling problem with the auditor, this item was presented to Trustees at 8:50 p.m. following the DSA Update (Agenda Item 40).*

**Fiscal Audit  
Agenda Item 30**

President Brick announced the Public Hearing open at 8:23 p.m. regarding approval of the SARC Timeline Waiver Request. There being no speakers to address the Board, President Brick declared the Public Hearing closed at 8:24 p.m.

**Public Hearing:  
SARC Timeline  
Waiver Request  
Agenda Item 31**

It was moved by Trustee Alpay, seconded by Trustee Addonizio, and carried unanimously to approve the SARC General Waiver Request for the 2010-2011 school year and authorize the superintendent/designee to sign the necessary documents.

ROLL CALL AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, Pritchard, and Student Advisor Larson Ishii  
NOES: None  
ABSENT: None  
ABSTAIN: None

This item was pulled prior to posting.

**Agenda Item 32**

Dr. Farley explained that the original contract for the intervention consultant was approved by the City of Dana Point and signed by Interim Superintendent Bobbi Mahler in early June of 2009 but was not taken to the Board for formal adoption. Dr. Farley stated he was asked to revise the contract, to change the title of the position from intervention specialist to consultant, and to reinforce that the position reports not only to city officials, but also to the school principal. The memorandum of understanding in this item reflects those changes.

**MOU With the  
City of Dana Point  
Agenda Item 33**

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried by a 6-1 vote to approve the memorandum of understanding between the City of Dana Point and Capistrano Unified School District for the Intervention Consultant at Dana Hills High School.

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Pritchard,  
and Student Advisor Larson Ishii  
NOES: Trustee Palazzo

Chief Communications Officer Marcus Walton presented the proposed revisions to Board Policy 1113, *District Web and Social Media Sites*. Mr. Walton explained that several CUSD school sites and student organizations have a presence on Facebook and YouTube and currently the District has no policy governing the use of these technologies. Mr. Walton stated this item seeks Trustee consideration to revise the current Board policy to reflect the changes in technology, provide guidance to users, and define responsibility for content published with these technologies. This item will be brought back for a second reading at the February 8, 2011, Board meeting.

**Board Policy  
Revision  
Agenda Item 34**

Chief Communications Officer Marcus Walton presented proposed Board Policy 1114, *Image Management*. Mr. Walton explained that the District has no policy governing accepted use of the names, mascots, and logos of the District and its schools. With an increase in the desire to use District names, mascots, and logos, adoption of a Board policy to address this issue is warranted. Mr. Walton stated there is not financial impact to ascertaining a common law trademark for these items.

**Board Policy  
Adoption  
Agenda Item 35**

Trustee Addonizio asked staff to develop a procedure where the District trademarks are protected legally and include the information in this policy. Mr. Walton explained that the trademarks can be officially registered but that there is a financial consideration. Trustee Addonizio asked staff to research what the financial consequences are and include the information in this policy.

Trustee Alpay directed staff to prepare trademark use guidelines for this policy. Mr. Walton stated that it is his understanding that the Board first adopts the Board policy and then that information would be implemented in an Administration Regulation to support the Board policy. Trustee Alpay suggested staff develop a uniform policy on the use of District trademarks and added that more definition is needed on this policy as it is unclear as presented.

Trustee Bryson directed staff to inquire as to when the Tesoro High School registered trademark will be transferred to the school by the individual employee who registered it.

Trustee Palazzo requested that Board members see Administrative Regulations.

This agenda item will be brought back for a second reading at a subsequent Board meeting.

This item was pulled prior to the adoption of the agenda.

**Board Policy  
Adoption  
Agenda Item 36**

This item was pulled prior to the adoption of the agenda.

**Board Policy  
Revision  
Agenda Item 37**

This item was pulled prior to the adoption of the agenda.

**Board Policy  
Revision  
Agenda Item 38**

President Brick announced the Public Hearing open at 8:45 p.m. regarding the approval of Resolution No. 1011-36, consideration of reducing special taxes of Community Facilities District 2005-1, Whispering Hills or other action in regard thereto. There being no one to address the Board, President Brick recognized Deputy Superintendent Ron Lebs who asked the Board to continue this Public Hearing to the February 8, 2011, Board meeting.

**Public Hearing:  
CFD 2005-1  
Agenda Item 39**

It was moved by Trustee Addonizio, seconded by Trustee Alpay, and motion carried unanimously to continue the Public Hearing to February 8, 2011, by adopting Resolution No. 1011-36, 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, Alpay, Brick, Bryson, Hatton, Palazzo, Pritchard, and Student Advisor Larson Ishii  
NOES: None  
ABSENT: None  
ABSTAIN: None

Deputy Superintendent Ron Lebs stated that there was nothing new to report this month.

**Division of State  
Architect (DSA)  
Agenda Item 40**

Deputy Superintendent Ron Lebs who, along with Shilo Gorospe, a representative from the audit firm Vavrinek, Trine, Day & Co., LLP, presented a summary of the 2009-2010 audit report to the Board.

**Fiscal Audit  
Agenda Item 30**

Following discussion, it was moved by Trustee Bryson, seconded by Trustee Alpay, and carried unanimously to acknowledge receipt of the fiscal and compliance audit for CUSD for the year ending June 30, 2010.

The Board recessed at 9:02 p.m. to continue discussion on the remaining closed session items.

The Board reconvened at 10:10 p.m. and President Brick reported the following action taken during closed session:

**President's Report  
From Closed  
Session Meeting**

**Agenda Item #41 C – Conference with Real Property Negotiators:** Transportation Center at Capistrano Beach. No action was taken.

**Agenda Item #41 D – CSEA/CUEA/CUMA/Teamsters Negotiations:** No action was taken.

President Brick adjourned the meeting at 10:11 p.m.

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Board Clerk

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Secretary, Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – SPECIAL MEETING  
JANUARY 26, 2011  
EDUCATION CENTER – BOARD ROOM

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

The Pledge of Allegiance was led by Trustee Palazzo.

Present: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, and Pritchard

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

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

### **DISCUSSION/ACTION**

Mr. Lebs explained that the two items are for consideration of Prop 39 facility requests from two charter schools. Mr. Lebs reviewed the specific timeline the District must follow in the process, the District's obligation to provide facilities, and an overview of the comprehensive report. Mr. Lebs stated the offers are preliminary and meet the baseline requirement for Prop 39. Oxford Preparatory Academy's Prop 39 request sought facilities based upon a projected enrollment of 501 K-8 students and Journey School's request sought facilities based upon a projected enrollment of 210 K-8 students. Mr. Lebs commented that Journey School is being offered more than 9,000 square feet of facilities at the Foxborough campus, and Oxford Preparatory Academy is being offered facilities (approximately 23,200 square feet) at Foxborough (K-5) and Aliso Viejo Middle School (6-8). Approval of these agenda items will provide each charter school with the District's preliminary facilities proposal for 2011-2012. **Prop 39 Preliminary Facilities Offer-Oxford Preparatory Academy Agenda Item 1**

The following speakers addressed the Board:

- *Courney Fielder, Iris Arabshahi, and Gail Benda shared their concerns for student safety, traffic issues, and crowded conditions at Aliso Viejo Middle School (AVMS) if Oxford Preparatory Academy shares the facilities as proposed.*
- *Brad Epstein stated that parents, teachers, students, administrators, and community members had no input in the current proposal and asked the Board to meet with constituents and then start the process over again.*
- *Melissa Hoffaker remarked that all the facilities at AVMS are currently being used so there is no available space for Oxford Preparatory Academy staff and students unless the District brings in relocatable classrooms.*
- *Judi Heidel asked the Board to vote no on approving the charter for Oxford Preparatory Academy.*

Trustee Bryson directed staff to meet with Aliso Viejo Middle School (AVMS) parents and constituents to discuss their concerns regarding Oxford Preparatory Academy sharing the AVMS campus.

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Brick, and motion carried unanimously to approve providing facilities to Oxford Preparatory Academy for the 2011-2012 school year consistent with Education Code 47614 and California Code of Regulations Title 5 §11969.1 – 11969.11 as outlined in the staff recommendation. Further, staff is instructed to continue discussions with Oxford Preparatory Academy and make adjustments to the proposal, as deemed appropriate, subject to the requirement that staff bring it back for final Board approval prior to April 1, 2011.

The following speakers addressed the Board:

- *Shaheer Faltas shared that Journey School and the District have had a positive relationship for 11 years and asked Trustees to consider more ideas before approving the proposal to decrease Journey's facility use at Foxborough.*
- *Marc Damikolas stated that he had safety and traffic concerns if both charters shared the Foxborough campus and asked Trustees to continue working to find a solution.*
- *Michelle Spieker spoke on the benefits of a Waldorf method of education.*
- *Diana Graber stated that Journey's classes are filled to capacity and there is a waiting list but the preliminary proposal is reducing the amount of facility space. Mrs. Graber invited the Board to visit Journey to see how the school is utilizing their current space.*
- *Kimberly Brown explained that combining grade levels would go against the school's philosophy and charter with their parents.*
- *Robin Davis spoke of her experience as a Journey teacher and the importance of having one classroom per grade level.*

**Prop 39  
Preliminary  
Facilities Offer-  
Journey School  
Agenda Item 2**

Trustee Palazzo directed staff to keep Trustees and the community updated on discussions of the Prop 39 facility offers to Oxford Preparatory Academy and Journey School.

It was moved by Trustee Alpay, seconded by Trustee Brick, and motion carried unanimously to approve providing facilities to Journey School for the 2011-2012 school year consistent with Education Code 47614 and California Code of Regulations Title 5 §11969.1 – 11969.11 as outlined in the staff recommendation. Further, staff is instructed to continue discussions with Journey School and make adjustments to the proposal, as deemed appropriate, subject to the requirement that staff bring it back for final Board approval prior to April 1, 2011.

The Board recessed to closed session at 7:18 p.m. to: discuss Public Employee Discipline/Dismissal/Release and confer with Labor Negotiators regarding CSEA/CUEA/CUMA/Teamster negotiations.

President Brick reconvened the meeting at 8:08 p.m. and reported the following action taken during closed session:

**Agenda Item 3A – Public Employee Discipline/Dismissal/Release:** The Board voted by a 7-0 vote to approve Resolution No. 1011-037 placing Employee #206092 on unpaid leave, effective January 27, 2011.

**President's  
Report From  
Closed Session  
Meeting**

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, and Pritchard

NOES: None

**Agenda Item #3 B – CSEA/CUEA/CUMA/Teamsters Negotiations:** No action was taken.

The meeting adjourned at 8:10 p.m.

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Board Clerk

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Secretary, Board of Trustees

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



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 8, 2011

TO: Joseph M. Farley, Superintendent

FROM: Julie Hatchel, Assistant Superintendent, Education Services

SUBJECT: **INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION:  
HIGH SCHOOL TEXTBOOK - STAGECRAFT FUNDAMENTALS**

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**BACKGROUND INFORMATION**

District policy requires that recommendations for adoption of instructional materials be submitted to the Instructional Materials Review Committee (IMRC) prior to submission to the Board of Trustees. Requests for adoption of instructional materials are submitted by districtwide curriculum committees or individual teachers. Following administrative review at the site and District level, the list of proposed materials is submitted to the IMRC. The materials are available at the Instructional Media Center for review 30 days prior to the scheduled IMRC meeting. The list of proposed materials and the location and hours of display are posted in public library branches throughout the District.

**CURRENT CONSIDERATIONS**

Dana Hills High School is requesting the adoption of *Stagecraft Fundamentals*, published by Elsevier, 2009, as the replacement textbook for the Theatrical Production class. This book is well organized and presents the material in a clearly stated manner. The pictures, graphics, and illustrations provide a visual understanding of many concepts for theatrical production. The text goes into depth on the design elements necessary for theater.

Exhibit A contains the textbook recommended for adoption. The proposed textbook has been reviewed and approved by the IMRC. A copy of this textbook is on display in the Board room.

**FINANCIAL IMPLICATIONS**

Fiscal Impact: \$395  
Funding Source: PTSA Teacher Grant

**STAFF RECOMMENDATION**

It is recommended the Board adopt the proposed instructional material (Exhibit A) for a seven-year period.

# INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION

February 8, 2011

CURRICULUM	GRADE	COURSE	TITLE	AUTHOR	PUBLISHER	CPYRT
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FINE ARTS

09-12	THEATRICAL PRODUCTION	STAGECRAFT FUNDAMENTALS	CARVER	ELSEVIER	09
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CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 8, 2011

TO: Joseph M. Farley, Superintendent

FROM: Julie Hatchel, Assistant Superintendent, Education Services

SUBJECT: **INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION:  
HIGH SCHOOL TEXTBOOK: INTERNATIONAL  
BACCALAUREATE HONORS PHYSICS, INTERNATIONAL  
BACCALAUREATE CHEMISTRY, AND INTERNATIONAL  
BACCALAUREATE PHYSICS**

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**BACKGROUND INFORMATION**

District policy requires that recommendations for adoption of instructional materials be submitted to the Instructional Materials Review Committee (IMRC) prior to submission to the Board of Trustees. Requests for adoption of instructional materials are submitted by districtwide curriculum committees or individual teachers. Following administrative review at the site and District level, the list of proposed materials is submitted to the IMRC. The materials are available at the Instructional Media Center for review 30 days prior to the scheduled IMRC meeting. The list of proposed materials and the location and hours of display are posted in public library branches throughout the District.

**CURRENT CONSIDERATIONS**

San Clemente High School (SCHS) is requesting the adoption of three new science textbooks for the IB program:

1. *Standard Level Physics*, published by Pearson, USA, 2007, as the new textbook for the IB Honors Physics course
2. *Chemistry 3/E (IB)*, published by TOSKOS, USA, 2008, as the new textbook for the IB Chemistry course
3. *Physics for the IB Diploma*, published by IBID, USA, 2007, as the new textbook for the IB Physics course

Teachers are currently using Advanced Placement textbooks to teach the International Baccalaureate (IB) curriculum. However, the IB curriculum is significantly different from the Advanced Placement curriculum. These IB textbooks will include all of the material necessary to prepare students for the IB exams.

Exhibit A contains a list of these three textbooks recommended for adoption. The proposed textbooks have been reviewed and approved by the IMRC. Copies of the textbooks are on display in the Board room.

Instructional Materials Recommended For Adoption: High School Textbook: International  
Baccalaureate Honors Physics, International Baccalaureate Chemistry, And International  
Baccalaureate Physics  
February 8, 2011  
Page 2

### **FINANCIAL IMPLICATIONS**

Fiscal Impact:           \$2,095  
Funding Source:       Gift

### **STAFF RECOMMENDATION**

It is recommended the Board adopt the proposed instructional materials (Exhibit A) for a seven-year period.

# INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION

February 8, 2011

CURRICULUM	GRADE	COURSE	TITLE	AUTHOR	PUBLISHER	CPYRT
SCIENCE	11-12	HONORS PHYSICS (IB)	STANDARD LEVEL PHYSICS	HAMPER/OR	PEARSON	07
	11-12	IB CHEMISTRY HL/SL	CHEMISTRY, 3/E (IB)	GREEN/DAMJ	IBID PRESS	07
	12	IB PHYSICS HL	PHYSICS FOR THE IB DIPLOMA, 5/E	TSOKOS	CAMBRIDGE UNIV	08



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 8, 2011

TO: Joseph M. Farley, Superintendent  
FROM: Julie Hatchel, Assistant Superintendent, Education  
SUBJECT: **EXPULSION READMISSIONS**

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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

February 8, 2011

TO: Joseph M. Farley, Superintendent

FROM: Julie Hatchel, Assistant Superintendent, Education Services

SUBJECT: **2010-2011 CONSOLIDATED APPLICATION FOR FUNDING  
CATEGORICAL AID PROGRAMS, PART II**

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**BACKGROUND INFORMATION**

The Consolidated Application for Funding Categorical Aid Programs is a two-part application and reporting process for multiple state and federal, formula-driven categorical program funds submitted annually to the California Department of Education (CDE). The Consolidated Application is used by the CDE to distribute categorical funds from various state and federal programs. In June of each year, districts submit Part I of the application to document participation in categorical programs and provide assurances that they will comply with the legal requirements of each program. Part II of the application, submitted in January of the following year, contains a district's entitlements for each funded program.

The programs coordinated through the Consolidated Application include:

**FEDERAL PROGRAMS**

1. Title I, Part A: Education for Disadvantaged Students
2. Title II, Part A: Teacher and Principal Training
3. Title II, Part D: Education Technology
4. Title III, Part A: English Learner Program
5. Title IV, Part A: Safe and Drug Free Schools

**STATE PROGRAMS**

6. Economic Impact Aid (EIA)

**CURRENT CONSIDERATIONS**

This agenda item requests approval of the 2010-2011 Consolidated Application for Funding Categorical Aid Programs, Part II.

As required by the California Department of Education, the District English Language Advisory Committee (DELAC) also approved this document.

### **FINANCIAL IMPLICATIONS**

The 2010-2011 Consolidated Application represented an estimated income of \$8,860,954.

### **STAFF RECOMMENDATIONS**

It is recommended the Board approve the 2010-2011 Consolidated Application for Funding Categorical Aid Programs, Part II, (available for review in the State and Federal Program office) to fund supplemental support for specific programs and services.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 8, 2011

TO: Joseph M. Farley, Superintendent

FROM: Julie Hatchel, Assistant Superintendent, Education Services

SUBJECT: **PROPOSED REVISED 2011 REMEDIAL HIGH SCHOOL SUMMER  
SCHOOL PROGRAM**

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**BACKGROUND INFORMATION**

In December 2010, Trustees approved the 2011 Extended School Year program, which outlined classes only for designated special education students.

The Orange County Department of Education (OCDE) currently operates two Western Association of Schools and Colleges (WASC) accredited, independent study programs for high school students. Pacific Coast High School offers college-prep coursework online, and ACCESS provides self-paced courses. Since they operate year-round, they receive full-Average Daily Attendance reimbursement for students who take summer classes at their schools. During summer 2010, approximately 1,000 general education high school students completed more than 1,500 courses through ACCESS and Pacific Coast High School. In addition, nearly 200 students completed College and Career Preparation (CCP) or Biology in our own CUSD program. This was a shift in the delivery model for summer programs which resulted in a general fund savings of approximately \$200,000.

**CURRENT CONSIDERATIONS**

Once again this year, OCDE has offered to enroll up to 1,500 of our students in their Pacific Coast High School in order to make up college-prep, "A-G" coursework. Students enrolled in Pacific Coast High School would complete their studies online from their home or a public library. OCDE can accommodate another 1,000 of our students in the Alternative Community Correctional Education Schools and Services (ACCESS) program to remediate non-college prep credit deficiencies. Students participating in the ACCESS program would meet weekly with their instructor to turn in work and get new assignments. ACCESS instructors would be stationed on CUSD high school campuses.

Since the OCDE programs do not offer CCP and Biology (which are CUSD graduation requirements), or Driver Education (an Education Code requirement), CUSD would need to offer them at Tesoro High School this summer.

**ADDITIONAL OPPORTUNITIES FOR CUSD GENERAL EDUCATION STUDENTS**

**Learning Center**—This program is run through the Adult Education School and allows students to recover additional credits during the summer months.

**Regional Occupational Program (ROP)**—The Capistrano-Laguna ROP will run courses during the summer, which will allow high school students to gain elective credits. A catalog of these classes will be available in the high school guidance offices.

**English Learner/Title III Programs**—These summer intensive programs will address the needs of our English learner populations at various school sites. Title III is a federal categorical program that may only be used with this population. This is part of the District No Child Left Behind plan to address our Program Improvement status.

**Community Education**—This program, run through the Capistrano Community Education Department, offers a variety of academic, athletic, and enrichment opportunities for children and community members. It is a fee-based program and is completely self-supporting.

### **FINANCIAL IMPLICATIONS**

This revised proposal for General Education Credit Recovery Summer School would cost approximately \$50,000. This represents an additional \$203,000 savings to the general fund. In the past, funds for this program were reimbursed through a state categorical program called Hourly Supplemental. This is a Tier III program and these funds have been placed into the general fund. The total cost of the Special Education Extended School Year program is approximately \$1,800,000. The District is reimbursed approximately \$360,000 for students who participate in this program.

### **STAFF RECOMMENDATION**

It is recommended the Board approve the remedial high school summer school program and schedule as presented in Exhibit A.

The following schedule for the 2011 Remedial High School Summer Session is proposed:

Location: Tesoro High School

**High School**

**Students entering Gr. 10-12—CCP remediation only**  
Dates: Monday, June 27, 2011 through Wednesday, July 13, 2011  
Or  
Thursday, July 14 through Friday, July 29, 2011  
Hours: 7:30 a.m. – 12:45 p.m.  
12 days

**Driver Education only**  
Dates: Monday, June 27, 2011 through Tuesday, July 5, 2011  
or  
Wednesday, July 6, 2011 through Wednesday, July 13, 2011  
Hours: 7:45 a.m. – 12:45 p.m.  
6 days

**Students entering Gr. 10-12—Biology remediation only**  
Dates: Monday, June 27, 2011 through Friday, July 29, 2011  
Hours: 7:30 a.m. – 12:45 p.m.  
Length: 24 days

**ACCESS Locations:**

Dana Point  
San Clemente  
Mission Viejo

**Pacific Coast High School:**

Online: July and August—6 weeks  
Maximum 10 units credit recovery



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 8, 2011

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

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**BACKGROUND INFORMATION**

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

**CURRENT CONSIDERATIONS**

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

**FINANCIAL IMPLICATIONS**

The financial implications of the purchase orders and commercial warrants included in this item have previously been authorized as part of the District's budget approval process. The purchase orders (Exhibit A) total \$3,241,440.96; the commercial warrants (Exhibit B) total \$9,545,228.68.

**STAFF RECOMMENDATION**

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



## Board of Trustees Purchase Order Listing

\*----- Fiscal Year: 2010-11 -----\*

Board of Trustees Meeting.....FEBRUARY 8, 2011

## MELLO ROOS

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

PO No.	Fund	Vendor	Description	Amount
4897	98	PJHM ARCHITECTS INC	BI:Arch /Fac Acq /SJHHS	1,000.00
4898	94	OC TREASURER TAX COLLECTOR	Serv&Op /Undesig /Dstrctwd	367.78
4899	87	OC TREASURER TAX COLLECTOR	Serv&Op /Fac Acq /Dstrctwd	8,217.26
	88		Serv&Op /Fac Acq /Dstrctwd	1,342.28
	89		Serv&Op /Fac Acq /Dstrctwd	2,427.56
	92		Serv&Op /Undesig /Dstrctwd	754.78
	95		Serv&Op /Fac Acq /Dstrctwd	47.78
	98		Serv&Op /Fac Acq /Dstrctwd	3,346.28
	93		Serv&Op /Fac Acq /Dstrctwd	72.78
4900	98	DIVISION OF STATE ARCHITECT	BI:Arch /Fac Acq /SJHHS	2,750.00
4901	98	NMG GEOTECHNICAL INC	BI:CTest/Fac Acq /SJHHS	20,000.00
4902	87	NMG GEOTECHNICAL INC	BI:CTest/Fac Acq /CVHS	30,000.00
4903	98	BRITTON CONSULTING	OthConst/Fac Acq /SJHHS	1,200.00
4904	98	PJHM ARCHITECTS INC	BI:Arch /Fac Acq /SJHHS	25,000.00
4905	98	PJHM ARCHITECTS INC	BI:Arch /Fac Acq /SJHHS	2,500.00
4906	89	BERGMAN & DACEY INC	Legal /Fac Acq /SCHS	25,000.00
4907	87	DELL COMPUTER	SpplsNonI/Fac Acq /CVHS	589.80
	98		SpplsNonI/Fac Acq /SJHHS	589.79
4908	98	GILBERT & STEARNS INC	Bldg Imp/Fac Acq /SJHHS	3,000.00
4909	87	CREATIVE CONTRACTORS	LndOther/Fac Acq /CVHS	1,900.00
			13 Purchase Orders	\$130,106.09

EXHIBIT A  
(1 of 12)

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....FEBRUARY 8, 2011

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
303311	1	JOSTENS	SplsNonI/Sch Adm /DHHS	4,372.60
303312	1	TOON BOOM ANIMATION INC	Serv&Op /Instrctn/CVHS	1,696.50
303313	1	DELL COMPUTER	InstMtls/Instrctn/SMS	989.02
303314	1	DELL COMPUTER	NonCapEq/Instrctn/NHMS	989.02
303315	1	APPLE COMPUTER INC	NonCapEq/Instrctn/LRMS	2,153.20
303316	1	APPLE COMPUTER INC	NonCapEq/Instrctn/DHHS	2,153.20
303317	11	BUDGETEXT	Bks&Ref /Instrctn/Dstrctwd	3,413.17
303318	1	DELL COMPUTER	NonCapEq/Instrctn/MFMS	15,701.02
303319	1	APPLE COMPUTER INC	NonCapEq/Instrctn/LRMS	1,439.40
303320	1	OCEAN INSTITUTE	FieldTrp/Instrctn/San Juan	3,780.00
303321	1	MISSION SAN JUAN CAPISTRANO	FieldTrp/Instrctn/Bathgate	936.00
303322	1	COUNTY OF ORANGE/HERITAGE HILL	FieldTrp/Instrctn/LadraElm	300.00
303323	1	HERITAGE MUSEUM OF OC	FieldTrp/Instrctn/Concordi	744.00
303324	1	DELLING, RANDALL	Serv&Op /SupvAdmn/CVHS	792.00
303325	1	DIOCESE OF ORANGE	CnfrNonI/Instrctn/JSMS	870.00
303326	1	ENABLING DEVICES	InstMtls/SE0thIns/Dstrctwd	356.03
303327	1	DELL COMPUTER	InstMtls/Instrctn/Oak Grv	544.79
303328	1	BOWIE ARNESON WILES &	Legal /FacPlann/Dstrctwd	35,000.00
303329	1	IBBS	K-8Textb/Instrctn/Dstrctwd	746.87
303330	40	GRUBB & ELLIS	Serv&Op /M&O /Dstrctwd	8,190.73
303331	1	IBBS	K-8Textb/Instrctn/Dstrctwd	882.48
303332	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	1,599.44
303333	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	1,312.88
303334	1	IBBS	K-8Textb/Instrctn/Dstrctwd	16.31
303335	1	IBBS	K-8Textb/Instrctn/Dstrctwd	115.28
303336	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	1,599.44
303337	1	ANDY'S DRYWALL	Rntl:Oth/RR:Bldgs/VDMMS	12,050.00
303338		VOID	VOID	0.00
303339	1	DANA HILLS HIGH SCHOOL - ASB	InstMtls/Instrctn/DHHS	2,628.00
303340	1	SAN JUAN HILLS HS ASB	InstMtls/Instrctn/SJHHS	292.00
303341	1	SAN CLEMENTE HIGH SCHOOL ASB	InstMtls/Instrctn/SCHS	7,415.00
303342	1	CAPISTRANO VALLEY HIGH SCHOOL	InstMtls/Instrctn/CVHS	3,100.00
303343	1	YOUNGS GUIDE TO GLIDES	SplsNonI/Sch Adm /LFMS	174.00
303344	1	RONALD LAWYER LANDSCAPING	Rntl:Oth/RR:Bldgs/ArroyoEl	7,425.00
303345		VOID	VOID	0.00
303346	1	CATHEDRAL HOME FOR CHILDREN	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	12,241.00
303347	1	GAYLORD BROS INC	SplsNonI/Libr&Med/Dstrctwd	371.15
303348	1	EVALUATION TECHNOLOGIES LLC	SplsNonI/PrntPart/Dstrctwd	750.00
303349	1	SOUTHERN CALIFORNIA GRAY LINE	Charter /DW Undst/Dstrctwd	75,000.00
303350	1	PACIFIC COACHWAYS	Charter /DW Undst/Dstrctwd	10,000.00
303351	1	SILVER STATE COACH INC.	Charter /DW Undst/Dstrctwd	10,000.00
303352	1	CONSOLIDATED ELECTRICAL DISTR	SplsNonI/RR:Bldgs/Dstrctwd	25,000.00
303353	13	BRINKS INC.	CntrctFd/FoodServ/Dstrctwd	3,000.00
303354	1	ALISO VIEJO COMMUNITY ASSN	Rntl:Oth/RR:Bldgs/Dstrctwd	7,500.00

**EXHIBIT A**  
**(2 of 12)**

Board of Trustees Purchase Order Listing

\*===== Fiscal Year: 2010-11 =====\*

Board of Trustees Meeting.....FEBRUARY 8, 2011

PO No.	Fund	Vendor	Description	Amount
303355	1	JFK TRANSPORTATION CO INC	Charter /DW Undst/Dstrctwd	75,000.00
303356	1	EVERYTHING MEDICAL	St Rcpts/Undesig /Dstrctwd	973.31
303357	1	BARRETT-ROBINSON INC	Rntl:Oth/RR:Bldgs/Dstrctwd	224.14
303358	1	COMMUNICATIONS USA	InstMtls/Instrctn/Tijeras	1,905.30
303359	1	CENTER FOR EXCELLENCE IN ED	Serv&Op /Instrctn/ANHS	580.00
303360	1	DIGITAL NETWORKS GROUP	InstMtls/Instrctn/VDMMS	4,246.92
303361	1	RUSSELL SIGLER INC.	Rntl:Oth/RR:Bldgs/SCHS	5,000.00
303362	1	ROADWAYS INT INC	Charter /DW Undst/Dstrctwd	75,000.00
303363	1	BORDERS BOOKS #521	InstMtls/Enterprs/LadraElm	277.20
303364	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/VdelMarE	183.35
303365	1	VANTAGE LEARNING	InstMtls/Instrctn/Tijeras	2,400.00
303366	1	VERNON LIBRARY SUPPLIES INC	SplsNonI/Libr&Med/Dstrctwd	179.06
303367		VOID	VOID	0.00
303368	1	HOUGHTON MIFFLIN HARCOURT PUB	InstMtls/Instrctn/Tijeras	427.50
303369	1	CAPSTONE PRESS INC	InstMtls/SDCInstr/NHMS	276.21
303370	1	PEARSON EDUCATION	SplsNonI/Prsnl:HR/Dstrctwd	67.08
303371	1	HEINEMANN	InstMtls/Instrctn/LF Elem	936.41
303372	1	NYSTROM-HERFF JONES	InstMtls/Instrctn/LF Elem	4,214.44
303373	1	PRETEND CITY CHILDREN'S MUSEUM	FieldTrp/Instrctn/Marblehd	90.00
303374	1	SADDLEBACK VALLEY USD	FieldTrp/Instrctn/Don Juan	1,507.00
303375	1	SNAP-ON TOOLS CORP	InstMtls/Instrctn/SCHS	1,205.81
303376	1	FISHER SCIENTIFIC	InstMtls/Instrctn/CVHS	2,038.95
303377	1	PROFESSIONAL TUTORS OF AMERICA	CnsltIns/Instrctn/Dstrctwd	25,000.00
			Subagrmt/Instrctn/Dstrctwd	6,080.60
303378	1	100% LEARNING FUN CENTER	CnsltIns/Instrctn/Dstrctwd	10,360.20
303379	1	MATHNASIUM OF SAN CLEMENTE	CnsltIns/Instrctn/Dstrctwd	25,000.00
			Subagrmt/Instrctn/Dstrctwd	26,801.00
303380	1	ACE TUTORING	CnsltIns/Instrctn/Dstrctwd	10,360.20
303381	25	PJHM ARCHITECTS SOUTHWEST INC	BI:Arch /Fac Acq /Dstrctwd	2,000.00
303382	25	PJHM ARCHITECTS SOUTHWEST INC	BI:Arch /Fac Acq /Dstrctwd	7,707.17
303383	1	TEACH N TUTOR INC	CnsltIns/Instrctn/Dstrctwd	10,360.20
303384	1	TOTAL EDUCATION SOLUTIONS	CnsltIns/Instrctn/Dstrctwd	10,360.20
303385	1	UROK LEARNING INSTITUTE	CnsltIns/Instrctn/Dstrctwd	10,360.20
303386	1	LEARNING LADDER INC	CnsltIns/Instrctn/Dstrctwd	10,360.20
303387	1	MATH THINK INC	CnsltIns/Instrctn/Dstrctwd	10,360.20
303388	1	CDWG Inc	InstMtls/Enterprs/LadraElm	213.60
303389	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Enterprs/LadraElm	688.61
303390	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Libr&Med/Dstrctwd	9,232.88
303391	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/Ambuehl	3,693.15
303392	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/MFMS	607.91
303393	1	TROXELL COMMUNICATIONS INC	NonCapEq/Instrctn/MFMS	591.12
303394	1	PALI MOUNTAIN INSTITUTE	FieldTrp/Instrctn/OsoGrand	44,850.00
303395	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/MFMS	1,082.06
303396	1	BREAKTHROUGH COACH	CnfrNonI/Sch Adm /Dstrctwd	525.00
303397	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/NHMS	800.00
303398		VOID	VOID	0.00
303399	1	WENGER CORPORATION	InstMtls/Instrctn/MFMS	401.58
303400	1	WENGER CORPORATION	InstMtls/Instrctn/MFMS	1,966.94
303401	1	SCHOOL OUTFITTERS.COM	NonCapEq/Instrctn/MFMS	866.28
303402	1	THE ACADEMIC ADVANTAGE	CnsltIns/Instrctn/Dstrctwd	10,360.20

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PO No.	Fund	Vendor	Description	Amount
303403	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/RH Dana	923.29
303404	1	S & S WORLDWIDE	InstMtls/Instrctn/VdelMarE	423.47
303405	1	ATS PROJECT SUCCESS	CnsltIns/Instrctn/Dstrctwd	10,360.20
303406	1	LIBERTY CLASSICS INC	InstMtls/Instrctn/SCHS	241.10
303407	1	GOPHER ATHLETIC	InstMtls/Instrctn/LF Elem	529.58
303408	1	CANNON SPORTS INC	InstMtls/Instrctn/San Juan	162.04
303409	1	BADEN SPORTS INC	InstMtls/Enterprs/LadraElm	326.23
303410	1	INTERNATIONAL BACCALAUREATE	Serv&Op /Instrctn/CVHS	1,246.00
303411	1	BASIC EDUCATIONAL SERVICES	CnsltIns/Instrctn/Dstrctwd	10,360.20
303412	1	CLUB Z IN HOME TUTORING	CnsltIns/Instrctn/Dstrctwd	10,360.20
303413	68	DEPT OF INDUSTRIAL RELATIONS	Serv&Op /Enterprs/Dstrctwd	46,053.69
303414	70	CARLOS GUZMAN INC	Serv&Op /Enterprs/Dstrctwd	1,500.00
303415	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/Malcom	1,089.68
303416	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Crn Vlly	1,634.51
303417	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Tijeras	1,634.51
303418	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Kinoshta	1,089.68
303419	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/Marblehd	448.05
303420		VOID	VOID	0.00
303421		VOID	VOID	0.00
303422	1	NASCO WEST	InstMtls/Instrctn/AVMS	745.58
303423		VOID	VOID	0.00
303424	1	KEY GOVERNMENT FINANCE INC	Rntl:Oth/TIS /Dstrctwd	33,499.42
			Rntl:Oth/Sch Adm /Tesoro	5,403.14
			Rntl:Oth/Sch Adm /LRMS	3,782.20
			Rntl:Oth/Sch Adm /LadraElm	3,782.20
			Rntl:Oth/Sch Adm /OsoGrand	3,782.20
			Rntl:Oth/Sch Adm /Chaparal	3,782.20
303425	1	BYTES OF LEARNING INC	Serv&Op /Instrctn/Bergeson	760.16
303426	1	BYTES OF LEARNING INC	Serv&Op /Sch Adm /Kinoshta	760.16
303427	1	BYTES OF LEARNING INC	Serv&Op /Sch Adm /Reilly	760.16
303428	1	BYTES OF LEARNING INC	NonCapEq/Instrctn/Marblehd	760.16
303429	1	GEARY PACIFIC CORP	Rntl:Oth/RR:Bldgs/VdelMarE	13,218.48
303430	1	DELL COMPUTER	NonCapEq/Instrctn/BAMS	1,262.38
303431		VOID	VOID	0.00
303432	1	BIO RAD LABORATORIES	InstMtls/Instrctn/Tesoro	51.60
303433	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/ArroyoEl	40,000.00
303434	1	ORANGE COUNTY DEPT OF EDUCAT	Serv&Op /Instrctn/ANHS	250.00
303435	1	GAYLORD BROS INC	SplsNonI/Enterprs/DHHS	42.84
303436	1	DELL COMPUTER	NonCapEq/Sch Adm /SMS	1,262.38
303437	1	MCGRAW-HILL	K-8Textb/Instrctn/Dstrctwd	279.27
303438	1	IBBS	K-8Textb/Instrctn/Dstrctwd	34.80
303439	13	POSGUYS.COM	Comptr /FoodServ/Dstrctwd	971.09
303440	1	FACING THE FUTURE	InstMtls/Instrctn/LFMS	147.34
303441	12	TILLOO, GAURI	ParntFee/Undesig /Dstrctwd	490.00
303442	11	DE NICOLA, BEVERLY	Bks&Ref /Instrctn/Dstrctwd	530.92
303443	1	TECH4LEARNING	Serv&Op /Instrctn/Tijeras	1,023.30
303444	1	PC MALL GOV	InstMtls/Enterprs/ANHS	842.37
303445	1	DELL COMPUTER	InstMtls/Instrctn/LRMS	41.28
303446	1	DELL COMPUTER	InstMtls/Instrctn/LRMS	123.84
303447	1	FAMILY EDUCATION NETWORK	Serv&Op /Instrctn/Chaparal	412.71

**EXHIBIT A**  
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PO No.	Fund	Vendor	Description	Amount
303448	1	VANTAGE LEARNING	Serv&Op /Instrctn/VDMMS	4,050.00
303449	1	CCS PRESENTATION SYSTEMS INC	InstMtls/Instrctn/Choose	424.13
303450	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Tijeras	2,633.93
303451	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/LadraElm	1,794.38
303452	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Lgna Nig	3,500.00
303453	1	CAMCOR INC	InstMtls/Instrctn/VdelMarE	279.27
303454	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/Reilly	8,309.59
303455	1	B & H PHOTOGRAPHY	SplsNonI/Sch Adm /Concordi	246.65
303456	1	WOODWIND & BRASSWIND	InstMtls/Instrctn/MFMS	5,604.98
303457	1	ABILITATIONS	SplsNonI/SupvAdmn/Dstrctwd	249.35
303458	1	LINGUI SYSTEMS INC	InstMtls/SE0thIns/Dstrctwd	211.36
303459	1	LAKESHORE LEARNING MATERIALS	SplsNonI/SupvAdmn/Dstrctwd	177.08
303460	1	ENERGY RESOURCES CONSERVATION	Debt Ser/Dbt Serv/Dstrctwd	108,086.22
			Debt-Int/Dbt Serv/Dstrctwd	2,440.22
303461	1	LAKESHORE LEARNING MATERIALS	SplsNonI/SupvAdmn/Dstrctwd	128.32
303462		VOID	VOID	0.00
303463	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	321.79
303464	1	THE TV TEACHER	SplsNonI/SupvAdmn/Dstrctwd	141.80
303465	1	MCGRAW-HILL/SRA	InstMtls/RSPInstr/ArroyoEl	235.15
303466	1	PEARSON EDUCATION	K-12Text/Instrctn/ArroyoMS	151.20
			K-12Text/Instrctn/DJAMS	151.22
			K-12Text/Instrctn/BAMS	151.22
			K-12Text/Instrctn/LRMS	151.22
			K-12Text/Instrctn/FNMS	151.22
			K-12Text/Instrctn/NHMS	151.22
			K-12Text/Instrctn/SMS	151.22
			K-12Text/Instrctn/VDMMS	151.22
303467	1	HAAN CRAFTS	InstMtls/Instrctn/LRMS	1,000.00
303468	1	GOODWILL IND OF O C	Serv&Op /GuidCnsl/Dstrctwd	240.00
303469		VOID	VOID	0.00
303470	1	CAG	Conf:Ins/Instrctn/Las Palm	1,397.50
			CnfrNonI/Sch Adm /Las Palm	1,397.50
303471	1	HERBERT, DEBRA	NPA /NPA Hlth/Dstrctwd	3,360.00
303472	1	ALVARADO, CYNTHIA	NPS /PuplTran/Dstrctwd	2,912.00
303473	1	WUHS	CnfrNonI/SupvAdmn/Dstrctwd	60.00
303474	1	STAPLES ADVANTAGE	InstMtls/Instrctn/AVMS	600.00
			SplsNonI/Sch Adm /AVMS	600.00
303475	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/LRMS	300.00
303476	1	MOSER, PAUL & SONIA	Serv&Op /SE0thIns/Dstrctwd	295.00
303477	1	CAMCOR INC	NonCapEq/Instrctn/Tesoro	558.86
303478	1	CASBO	CnfrNonI/SuppSvcs/Dstrctwd	610.00
			CnfrNonI/Bus/Fisc/Dstrctwd	1,435.00
303479	1	RILEY'S FARM	FieldTrp/Instrctn/Moulton	1,778.00
303480	1	EPS/SCHOOL SPECIALTY	Serv&Op /Instrctn/St Anne	641.65
303481	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/LFMS	2,769.86
303482	1	MISSION SAN JUAN CAPISTRANO	FieldTrp/Instrctn/Don Juan	1,496.00
303483	1	ORANGE COUNTY DEPT OF EDUC	Conf:Ins/Instrctn/LFMS	30.00
303484	1	OFFICE DEPOT	SplsNonI/SupvAdmn/Dstrctwd	23.91
303485	1	HITT MARKING DEVICE	InstMtls/SE0thIns/Dstrctwd	16.27
303486	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Kinoshta	123.48

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PO No.	Fund	Vendor	Description	Amount
303487	1	IMAGE 2000	InstMtls/Instrctn/Benedict	299.40
303488	1	IMAGE 2000	SpplsNonI/Sch Adm /Las Palm	416.71
303489	1	IMAGE 2000	SpplsNonI/Enterprs/Bathgate	971.34
303490	1	FAMILY LIFE CENTER BODEGA	Residtl /NPS /Dstrctwd	2,100.00
303491	1	HANDWRITING W/O TEARS	InstMtls/Instrctn/Reilly	1,382.59
303492	1	JAGUAR EDUCATION	InstMtls/SE0thIns/Dstrctwd	105.92
303493	1	EAGLE	St Rcpts/Undesig /Dstrctwd	8,243.25
303494	1	EPOLY STAR	St Rcpts/Undesig /Dstrctwd	31,276.50
303495	1	EPOLY STAR	St Rcpts/Undesig /Dstrctwd	4,186.88
303496	1	EPOLY STAR	St Rcpts/Undesig /Dstrctwd	8,265.00
303497	1	TEL TEC SECURITY SYSTEMS INC	Serv&Op /Security/NHMS	22,220.89
303498	1	AUSTIN WHITNEY	Serv&Op /Instrctn/JSHS	1,000.00
303499	1	HEAR NOW ABRAMSON AUDIOLOGY	NPA /Spch Aud/Dstrctwd	2,680.00
303500	1	SHAW SPORTEXE/SPECTRA CONTRACT	Rntl:Oth/RR:Bldgs/DHHS	15,500.00
303501	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/NHMS	7,800.00
303502	1	COAST RECREATION INC	SpplsNonI/RR:Bldgs/VDMMS	368.23
303503	1	ACCURATE AIR ENGINEERING	SpplsNonI/RR:Bldgs/Dstrctwd	500.00
303504	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	2,500.00
303505	1	CERTIFIED TRANSPORTATION	Charter /DW Undst/Dstrctwd	75,000.00
303506	1	W W GRAINGER INC	SpplsNonI/Custodil/Dstrctwd	46,045.14
303507	1	W W GRAINGER INC	NonCapEq/Custodil/Dstrctwd	2,808.47
			NonCapEq/Sch Adm /SJHHS	2,808.47
303508	1	EBERHARD EQUIPMENT	Rntl:Oth/Op:Grnds/Dstrctwd	5,000.00
303509	1	SHIFFLER EQPT SALES INC	SpplsNonI/RR:Bldgs/Dstrctwd	2,000.00
303510	1	SEPULVEDA BLDG MATERIALS	SpplsNonI/RR:Bldgs/Dstrctwd	1,500.00
303511	1	SIMPLEX GRINNELL LP	SpplsNonI/RR:Bldgs/Dstrctwd	2,500.00
303512	1	ABSOLUTE COMMUNICATION INC	SpplsNonI/RR:Bldgs/Dstrctwd	1,000.00
303513	1	KNORR POOL SYSTEMS INC	SpplsNonI/RR:Bldgs/Dstrctwd	2,000.00
303514	1	BAVCO	SpplsNonI/RR:Bldgs/Dstrctwd	2,500.00
303515	1	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
303516	1	PACIFIC PLUMBING COMPANY OF	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
303517	1	ORANGE COUNTY HEALTH AGENCY	Rntl:Oth/RR:Bldgs/Dstrctwd	3,000.00
303518	1	STEWART AND ASSOC	Rntl:Oth/Op:Grnds/Dstrctwd	3,000.00
303519	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
303520	1	W W GRAINGER INC	SpplsNonI/Custodil/Dstrctwd	150,000.00
303521	1	PACWEST AIR FILTER	SpplsNonI/RR:Bldgs/Dstrctwd	25,000.00
303522	1	CAPISTRANO GOLF CARS	Rntl:Oth/Custodil/Dstrctwd	5,000.00
303523	1	JOHNSTONE SUP OF ANAHEIM	SpplsNonI/RR:Bldgs/Dstrctwd	25,000.00
303524	1	CULVER-NEWLIN INC	SpplsNonI/Enterprs/SCHS	273.22
303525	1	PACIFIC SIGN CENTER	SpplsNonI/Sch Adm /Palisade	330.60
303526	1	CLARK SECURITY PRODUCTS	SpplsNonI/RR:Bldgs/Dstrctwd	9,211.56
303527	1	SIGNS AND CREATIONS UNLIMITED	SpplsNonI/RR:Bldgs/Dstrctwd	2,000.00
303528	1	CULVER-NEWLIN INC	InstMtls/Instrctn/LFMS	5,089.50
303529	1	APPLE COMPUTER INC	InstMtls/RSPInstr/AVMS	249.04
303530		VOID	VOID	0.00
303531	1	THE TOLL ROADS	Serv&Op /PuplTran/Dstrctwd	5,000.00
303532	1	FILM OUT PUT	Serv&Op /Grph Art/Dstrctwd	304.50
303533	1	LOCAL JANITORIAL & VACUUM	Rntl:Oth/Custodil/Dstrctwd	5,000.00
303534	1	BEE MAN	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
303535	1	FARINO DESIGN & CONSTRUCTION	Rntl:Oth/RR:Bldgs/Crn Vlly	4,800.00

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PO No.	Fund	Vendor	Description	Amount
303536	1	HOUGHTON MIFFLIN	Serv&Op /Instrctn/Dstrctwd	5,437.50
303537		VOID	VOID	0.00
303538	1	CURRICULUM ASSOCIATES	InstMtls/Instrctn/Las Palm	563.87
303539	1	ASCD	SpplsNonI/Sch Adm /Viejo	89.00
303540	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	293.95
303541	1	SUPER DUPER INC.	SpplsNonI/Spch Aud/Dstrctwd	258.66
303542	1	PHONAK INC	SpplsNonI/HlthServ/Dstrctwd	742.69
303543	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Concordi	2,760.00
303544	1	OCEAN INSTITUTE	FieldTrp/Instrctn/RH Dana	695.00
303545	1	OCEAN INSTITUTE	FieldTrp/Instrctn/RH Dana	695.00
303546	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Concordi	1,191.00
303547	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Concordi	1,191.00
303548	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Concordi	2,085.00
303549	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Concordi	1,191.00
303550	1	RANCHO SANTIAGO COLLEGE	FieldTrp/Instrctn/Malcom	785.00
303551	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/DHHS	71.73
303552	1	SARGENT-WELCH SCIENTIFIC	NonCapEq/Instrctn/DHHS	3,600.44
			InstMtls/Instrctn/DHHS	107.36
303553	1	FAMILY LIFE CENTER BODEGA	Residtl /NPS /Dstrctwd	22,768.50
303554	1	RENAISSANCE LEARNING	InstMtls/SE0thIns/Dstrctwd	195.06
303555	1	RENAISSANCE LEARNING	InstMtls/SE0thIns/Dstrctwd	195.06
303556	1	AMS.NET	Serv&Op /TIS /Dstrctwd	2,380.00
303557	1	LIFETIME MEMORY PRODUCTS INC	InstMtls/SE0thIns/Dstrctwd	13.57
303558	1	LIFETIME MEMORY PRODUCTS INC	InstMtls/Enterprs/LadraElm	513.84
303559	1	DELL COMPUTER	NonCapEq/Instrctn/Tijeras	4,229.37
303560	1	CDWG Inc	InstMtls/Instrctn/SCHS	23.40
303561	1	PEARSON ASSESSMENTS	SpplsNonI/PsychSer/Dstrctwd	1,062.97
303562	1	DELL COMPUTER	NonCapEq/Instrctn/Tijeras	3,956.14
303563	13	DELL COMPUTER	Comprr /FoodServ/Dstrctwd	2,015.07
303564	1	DELL COMPUTER	NonCapEq/Sch Adm /GrgWhite	2,967.12
303565	1	DELL COMPUTER	NonCapEq/Instrctn/ANHS	1,051.02
303566	1	ST4 LEARNING INC.	InstMtls/SE0thIns/Dstrctwd	226.41
303567	1	SCHOLASTIC INC	InstMtls/Instrctn/Tijeras	7,879.50
303568	1	THINKING MAPS INC	InstMtls/Instrctn/Dstrctwd	3,873.31
303569	1	BYTES OF LEARNING INC	InstMtls/Instrctn/Barcelon	760.16
303570	1	BREAKTHROUGH COACH	CnfrNonI/Sch Adm /Dstrctwd	525.00
303571	1	BREAKTHROUGH COACH	CnfrNonI/Sch Adm /Dstrctwd	525.00
303572	1	DELL COMPUTER	InstMtls/Instrctn/ANHS	99.36
303573	1	DELL COMPUTER	SpplsNonI/RR:Bldgs/Dstrctwd	44.03
303574	1	AAA ACADEMICS	CnsltIns/Instrctn/Dstrctwd	92.88
303575	1	DELL COMPUTER	SpplsNonI/Sch Adm /ANHS	133.10
303576	1	SMARTERVILLE EDUCATIONAL	InstMtls/SE0thIns/Dstrctwd	71.20
303577	1	NASCO WEST	InstMtls/Instrctn/DJAMS	910.11
303578	1	GUNTHER'S ATHLETIC SERVICE	Serv&Op /CurAthlt/Dstrctwd	12,000.00
303579	1	GUNTHER'S ATHLETIC SERVICE	Serv&Op /CurAthlt/Dstrctwd	39,000.00
303580	1	SMART & FINAL	SpplsNonI/GuidCnsl/RH Dana	150.00
303581	1	CROWE, ERIN	Serv&Op /Instrctn/Our Savr	215.00
303582	1	AUTO SHOP EQUIP CO INC	Rnt&Repr/Instrctn/SCHS	2,400.00
303583	1	ADVANCED KEYBOARD TECH INC.	InstMtls/SE0thIns/Dstrctwd	416.05
303584	1	FARINO DESIGN & CONSTRUCTION	Rntl:Oth/RR:Bldgs/Marblehd	9,150.00

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PO No.	Fund	Vendor	Description	Amount
303585	1	ORIENTAL TRADING CO	InstMtls/Instrctn/Marblehd	274.78
303586		VOID	VOID	0.00
303587	1	ANDY'S DRYWALL	Rntl:Oth/RR:Bldgs/LF Elem	5,500.00
303588	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	6,000.00
303589	1	APPLE COMPUTER INC	NonCapEq/HlthServ/Dstrctwd	585.08
303590	1	APPLE COMPUTER INC	InstMtls/Instrctn/DJAMS	126.15
303591	1	APPLE COMPUTER INC	InstMtls/Instrctn/BAMS	100.25
303592	69	TRAVIS SOFTWARE	Serv&Op /Enterprs/Dstrctwd	915.00
303593	13	DELL COMPUTER	Comptr /FoodServ/SMS	34.25
303594	1	NEWPORT LANGUAGE & SPEECH CTRS	NPA /NPA /Dstrctwd	13,824.00
303595	1	CASTO	CnfrNonI/M&OUnrOH/Dstrctwd	295.00
303596	1	ORANGE COUNTY DEPT OF EDUCAT	Serv&Op /Instrctn/MFMS	55.00
303597	1	CALIFORNIA WESTERN VISUALS	NonCapEq/InstTech/MFMS	3,039.56
303598	1	ACHIEVEMENT PRODUCTS	SplsNonI/HlthServ/Dstrctwd	75.20
303599	1	LINGUI SYSTEMS INC	InstMtls/SE0thIns/Dstrctwd	305.21
303600	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	190.17
303601	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	206.94
303602		VOID	VOID	0.00
303603	1	SUPER DUPER INC.	SplsNonI/Spch Aud/Dstrctwd	462.19
303604	1	CURRICULUM ASSOCIATES	InstMtls/SE0thIns/Dstrctwd	921.99
303605	1	ENABLING DEVICES	InstMtls/Aid:Inst/Dstrctwd	207.94
303606	1	MCGRAW-HILL	NonCapEq/Instrctn/OsoGrand	4,001.04
303607	1	LAKESHORE LEARNING MATERIALS	SplsNonI/Spch Aud/Dstrctwd	59.79
303608	1	SCHOOL SPECIALTY	SplsNonI/Spch Aud/Dstrctwd	46.95
303609	1	CONSTRUCTIVE PLAYTHINGS	SplsNonI/Spch Aud/Dstrctwd	75.88
303610	11	VALIANT IMC	SplsNonI/AE:FEEBS/Dstrctwd	772.89
303611	1	VALIANT IMC	SplsNonI/Sch Adm /Don Juan	257.63
303612	1	CCS PRESENTATION SYSTEMS INC	InstMtls/Instrctn/ArroyoMS	424.13
303613	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/DJAMS	1,846.58
303614	1	IBBS	K-8Textb/Instrctn/Dstrctwd	494.81
303615	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Las Palm	250.00
303616	1	CCS PRESENTATION SYSTEMS INC	InstMtls/Instrctn/DJAMS	848.25
303617	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/SMS	355.35
303618	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/LRMS	607.91
303619	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/SCHS	143.56
303620	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	15.81
303621	1	CCS PRESENTATION SYSTEMS INC	InstMtls/Instrctn/Kinoshta	8,482.50
303622	1	PRECISION DATA PRODUCTS	InstMtls/Instrctn/DHHS	291.28
303623	1	DA CAPO MUSIC	InstMtls/Instrctn/SMS	627.87
303624	1	GEORGE COOPER RUDOLPH ATTORNEY	Legal /FacPlann/Dstrctwd	250,000.00
303625	1	DIGITAL NETWORKS GROUP	SplsNonI/RR:Bldgs/Dstrctwd	500.00
303626	1	TELL STEEL INC	SplsNonI/RR:Bldgs/Dstrctwd	3,676.21
303627	1	CASTO	CnfrNonI/M&OUnrOH/Dstrctwd	295.00
303628	1	HERITAGE MUSEUM OF OC	FieldTrp/Instrctn/OsoGrand	2,046.00
303629	1	ORANGE COUNTY DEPT OF EDUCAT	Serv&Op /Instrctn/St Edwrd	4,690.00
303630	1	CA LEAGUE MIDDLE SCHOOL	Conf:Ins/Instrctn/Dstrctwd	199.00
303631	1	LIFE TRENDS GROUP TLTG INC	SplsNonI/HlthServ/Dstrctwd	3,919.68
303632	1	DELL COMPUTER	NonCapEq/RR:Bldgs/Dstrctwd	1,978.07
303633	1	CAMBIUM LEARNING TECHNOLOGIES	InstMtls/SE0thIns/Dstrctwd	385.19
303634	1	DELL COMPUTER	InstMtls/Instrctn/Wood Cyn	1,064.79

**EXHIBIT A**  
**(8 of 12)**

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....FEBRUARY 8, 2011

PO No.	Fund	Vendor	Description	Amount
303635	1	DELL COMPUTER	NonCapEq/SE0thIns/Dstrctwd	1,172.81
303636	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	19,024.37
303637	1	SCHOLASTIC INC	Serv&Op /Instrctn/Wagon Wh	9,484.38
303638	1	GOLD COAST HOT DOGGER TOURS	Charter /DW Undst/Dstrctwd	50,000.00
303639	13	CSNA	CnfrNonI/FoodServ/Dstrctwd	245.00
303640	68	MCMAHAN DESK INC	SpplsNonI/Enterprs/Dstrctwd	439.55
303641	1	CAPISTRANO CRANE SERVICE	Rntl:Oth/RR:Bldgs/Dstrctwd	3,000.00
303642	1	TUTTLE-CLICK FORD	Rntl:Oth/Dist Veh/Dstrctwd	15,000.00
303643	1	OC DIESEL	Rntl:Oth/PuplTran/Dstrctwd	7,500.00
			Rntl:Oth/Dist Veh/Dstrctwd	7,500.00
303644	1	PARKHOUSE TIRE INC.	Ppl Tran/PuplTran/Dstrctwd	22,950.00
			SpplsNonI/Dist Veh/Dstrctwd	4,050.00
303645	1	PCH SHEET METAL & AIR	Rntl:Oth/RR:Bldgs/Malcom	769.00
303646	1	FLEET SERVICE SPECIALISTS LLC	Rntl:Oth/PuplTran/Dstrctwd	10,000.00
			Rntl:Oth/Dist Veh/Dstrctwd	10,000.00
303647	1	OC DIESEL	Rntl:Oth/PuplTran/Dstrctwd	4,313.17
303648	1	KLEEN SLATE CONCEPTS	InstMtls/Instrctn/Dstrctwd	2,512.13
303649	13	MILLER MECHANICAL COMMERCIAL	Refrig /FoodServ/Dstrctwd	44,000.00
303650	1	INTERLIGHT	SpplsNonI/Enterprs/FNMS	302.27
303651	1	B & H PHOTOGRAPHY	SpplsNonI/Enterprs/FNMS	652.23
303652	1	STAPLES ADVANTAGE	SpplsNonI/HlthServ/Dstrctwd	231.95
303653	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SCHS	207.43
303654	1	ORANGE COUNTY REGISTER	Serv&Op /Pub Info/Dstrctwd	272.00
303655	13	THE PLATINUM PACKAGING GROUP	Food Sup/FoodServ/Dstrctwd	11,000.00
303656	1	MCGRAW-HILL	K-8Textb/Instrctn/Dstrctwd	261.12
303657	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/LF Elem	2,500.00
303658	1	THERAPY SHOPPE	SpplsNonI/HlthServ/Dstrctwd	293.85
303659	1	THERAPY SHOPPE	SpplsNonI/HlthServ/Dstrctwd	105.66
303660	1	COAST HILLS COMMUNITY CHURCH	Rnt&Repr/Instrctn/Dstrctwd	1,000.00
303661	1	CHANNING L BETE CO INC	InstMtls/Instrctn/BAMS	181.93
303662	1	SCHOLASTIC INC	InstMtls/Instrctn/Kinoshta	329.18
303663	1	SCHOOL SPECIALTY	SpplsNonI/HlthServ/Dstrctwd	2,868.98
303664	1	SCOTT FORESMAN	InstMtls/Instrctn/San Juan	286.61
303665	1	MCGRAW-HILL	K-8Textb/Instrctn/Dstrctwd	783.36
303666	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	371.16
303667	1	USI INC	SpplsNonI/Sch Adm /FrshStrt	63.94
303668	1	SCHOOL SPECIALTY	InstMtls/Instrctn/RH Dana	114.06
303669	1	RENAISSANCE LEARNING INC	InstMtls/Instrctn/Bathgate	10,083.79
303670		VOID	VOID	0.00
303671	1	BARRETT-ROBINSON INC	Rntl:Oth/RR:Bldgs/NHMS	1,125.00
303672	1	DIGITAL NETWORKS GROUP	NonCapEq/Instrctn/ArroyoEl	2,129.03
303673	1	VALIANT IMC	SpplsNonI/Spch Aud/Dstrctwd	44.59
303674	1	ULTIMATE OFFICE	SpplsNonI/SupvAdmn/Dstrctwd	87.86
303675	1	LUMINAUD INC	InstMtls/SE0thIns/Dstrctwd	125.19
303676	1	PEARSON EDUCATION	Serv&Op /SupvAdmn/Dstrctwd	3,705.63
303677	1	WAL MART S.C.	SpplsNonI/Sch Adm /Dstrctwd	1,000.00
303678	1	DEMCO INC	SpplsNonI/Libr&Med/CVHS	43.62
303679	1	B & H PHOTOGRAPHY	SpplsNonI/Sch Adm /Chaparal	148.54
303680	1	GENERATOR SERVICES CO INC	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
303681	1	SANTA ANA UNIFIED SCHOOL DIST	Conf:Ins/SDCInstr/Dstrctwd	400.00

Board of Trustees Purchase Order Listing

\*===== Fiscal Year: 2010-11 =====\*

Board of Trustees Meeting.....FEBRUARY 8, 2011

PO No.	Fund	Vendor	Description	Amount
303682	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	350.00
303683	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	125.00
303684	1	SAN DIEGO CTY SUPERINTENDENT	CnfrNonI/SupvAdmn/Dstrctwd	20.00
303685	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Dstrctwd	125.00
303686	1	RANDS, SHARON	Serv&Op /Instrctn/St Edwrd	495.00
303687	1	BERKOMPAS, JIM	Serv&Op /Instrctn/Stnybrke	100.52
303688	1	RINCON TRUCK PARTS	Ppl Tran/PuplTran/Dstrctwd	6,600.00
			Rntl:Oth/PuplTran/Dstrctwd	6,600.00
			Rntl:Oth/Dist Veh/Dstrctwd	6,800.00
303689	1	SADDLEBACK VALLEY USD	FieldTrp/Instrctn/Marblehd	1,400.00
303690	1	OCEAN INSTITUTE	FieldTrp/Instrctn/LF Elem	794.00
303691	1	CA WEEKLY EXPLORER INC	Serv&Op /Instrctn/Tijeras	1,310.00
303692	1	COAST HILLS COMMUNITY CHURCH	Rnt&Repr/Instrctn/Dstrctwd	1,000.00
303693	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/OsoGrand	4,616.44
303694	1	VALIANT IMC	InstMtls/Instrctn/DHHS	515.26
303695	1	DELL FINANCIAL SERVICE	Rnt&Repr/Instrctn/Dstrctwd	17,733.42
303696	1	DEAFINITELY PROFESSIONAL	Serv&Op /PrntPart/Dstrctwd	180.00
303697	1	DEAFINITELY PROFESSIONAL	Serv&Op /GuidCnsl/Dstrctwd	620.00
303698	1	APPLE COMPUTER INC	SpplsNonI/SupvAdmn/Dstrctwd	678.60
303699	1	APPLE COMPUTER INC	NonCapEq/Instrctn/NHMS	1,190.36
303700	1	DELL COMPUTER	Serv&Op /TIS /Dstrctwd	644.40
303701		VOID	VOID	0.00
303702	1	CRACK PATCHER INC	Rntl:Oth/RR:Bldgs/Marblehd	4,226.00
303703	1	PCH SHEET METAL & AIR	Rntl:Oth/RR:Bldgs/ANHS	3,840.00
303704	1	SIMPLEX GRINNELL LP	Rntl:Oth/RR:Bldgs/Dstrctwd	15,000.00
303705	1	ORANGE COUNTY REGISTER	Serv&Op /Pub Info/Dstrctwd	148.68
303706		VOID	VOID	0.00
303707	1	ORANGE COUNTY DEPT OF EDUC	CnsltNon/Libr&Med/Dstrctwd	10,000.00
303708	13	SCSNA	CnfrNonI/FoodServ/Dstrctwd	50.00
303709	1	WOLVERINE SPORTS	InstMtls/Enterprs/Bathgate	195.67
303710		VOID	VOID	0.00
303711	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/LF Elem	2,500.00
303712	1	DEMCO INC	SpplsNonI/Libr&Med/Dstrctwd	147.14
303713	1	SCHWING, STEVE & KIM	Serv&Op /SEOthIns/Dstrctwd	6,178.00
303714	1	MCILLVAIN, STEPHANIE & PATRICK	Serv&Op /HlthServ/Dstrctwd	10,000.00
303715	1	EVERYTHING MEDICAL	SpplsNonI/HlthServ/Dstrctwd	535.59
303716	1	PYSZ, DANEEN	CnsltIns/Instrctn/Oak Grv	5,232.50
303717	1	INNOVATIVE LEARNING CONCEPTS	InstMtls/RSPInstr/MFMS	248.19
303718	1	PEARSON ASSESSMENTS	InstMtls/Instrctn/Dstrctwd	783.75
303719	1	BOOKHANDLER, THE	InstMtls/Instrctn/LF Elem	580.97
303720	1	TARTAN GROUP	SpplsNonI/HlthServ/Dstrctwd	163.04
303721	1	KAYE PRODUCTS INC	NonCapEq/HlthServ/Dstrctwd	719.22
303722	1	BEYOND PLAY	SpplsNonI/HlthServ/Dstrctwd	405.58
303723	1	ACHIEVEMENT PRODUCTS	SpplsNonI/HlthServ/Dstrctwd	685.45
303724	1	LAKESHORE LEARNING MATERIALS	SpplsNonI/HlthServ/Dstrctwd	120.99
303725	1	PERMA-BOUND	InstMtls/Instrctn/LF Elem	871.63
303726	1	RENAISSANCE LEARNING INC	InstMtls/Instrctn/Malcom	6,626.50
303727	1	CLASSROOM DIRECT COM LLC	InstMtls/Instrctn/Viejo	253.59
303728	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/DHHS	195.64
303729	1	NASCO WEST	InstMtls/Instrctn/LRMS	1,000.00
303730		VOID	VOID	0.00

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....FEBRUARY 8, 2011

PO No.	Fund	Vendor	Description	Amount
303731	1	NASCO WEST	InstMtls/Instrctn/BAMS	358.96
303732		VOID	VOID	0.00
303733		VOID	VOID	0.00
303734	1	STAPLES ADVANTAGE	InstMtls/SE0thIns/Dstrctwd	60.13
303735	1	AUGUSTIN EGELSEE LLP	Legal /SupvAdmn/Dstrctwd	12,400.00
303736	12	CHICO BAG COMPANY	SplsNonI/SupvAdmn/Dstrctwd	3,197.37
303737	1	CAMCOR INC	InstMtls/Instrctn/SCHS	8.68
303738	1	CCS PRESENTATION SYSTEMS INC	InstMtls/Instrctn/ArroyoEl	5,937.75
303739	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Libr&Med/Don Juan	25,852.05
303740	1	CALIFORNIA WESTERN VISUALS	NonCapEq/PrntPart/Dstrctwd	607.91
303741	1	HITT MARKING DEVICE	InstMtls/Instrctn/Choose	40.49
303742	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv&Op /Enterprs/Dstrctwd	513.58
303743	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv&Op /Enterprs/Dstrctwd	620.85
303744	1	EVERYTHING MEDICAL	St Rcpts/Undesig /Dstrctwd	222.07
303745	1	OFFICE DEPOT	St Rcpts/Undesig /Dstrctwd	2,829.89
303746	1	SIMPLEX GRINNELL LP	SplsNonI/RR:Bldgs/Dstrctwd	2,000.00
303747	1	DAVE BANG ASSOCIATES	Serv&Op /Enterprs/Dstrctwd	4,492.90
303748	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/VDMMS	595.00
303749	1	CULVER-NEWLIN INC	InstMtls/Instrctn/ANHS	594.30
303750	1	SPRINT/NEXTEL COMMUNICATIONS	SplsNonI/PuplTran/Dstrctwd	31.05
303751	1	DELTA EDUCATION	InstMtls/Instrctn/Dstrctwd	5,296.25
303752	1	DELTA EDUCATION	InstMtls/Instrctn/Dstrctwd	264.02
303753	1	DELTA EDUCATION	InstMtls/Instrctn/Dstrctwd	266.62
303754	1	CHEF TOYS	InstMtls/Instrctn/DHHS	1,800.00
303755	1	IMAGEMARKET.COM	InstMtls/Enterprs/FNMS	755.60
303756	1	3M COMPANY	NonCapEq/Libr&Med/CVHS	2,830.71
303757	1	H2O SPOT	InstMtls/CurAthlt/CVHS	549.18
303758	1	VERNON LIBRARY SUPPLIES INC	SplsNonI/Libr&Med/Dstrctwd	452.23
303759	1	EAGLE SOFTWARE	CnfrNonI/StDev In/Dstrctwd	400.00
303760	1	ORANGE COUNTY SHERIFF DEPT	Serv&Op /Security/Dstrctwd	817.08
303761	70	CARLOS GUZMAN INC	Serv&Op /Enterprs/Dstrctwd	1,500.00
303762	11	COMMUNITY EDUCATION	Serv&Op /AE:FEEBS/Dstrctwd	500,000.00
303763	1	ROULEAU, CHARLENE	Serv&Op /Instrctn/St Anne	214.00
303764	1	AUSTIN, LORI	Serv&Op /Instrctn/St Anne	251.00
303765	1	DEPT OF GENERAL SERVICES	Serv&Op /Prsnl:HR/Dstrctwd	720.00
303766	12	UNIVERSITY TRAINING CTR	Serv&Op /Instrctn/Dstrctwd	2,500.00
303767	1	CASBO	CnfrNonI/PuplTran/Dstrctwd	5.00
303768	1	BREAKTHROUGH COACH	CnfrNonI/Bus/Fisc/Dstrctwd	350.00
303769	1	AQUARIUM OF THE PACIFIC	FieldTrp/Enterprs/NHMS	207.00
303770	1	TAPS, JENNIFER	CnsltNon/StDev In/Dstrctwd	2,000.00
303771	1	CRARY, BRENDA	CnsltNon/GuidCnsl/Dstrctwd	3,960.00
303772	1	TROXELL COMMUNICATIONS INC	Rntl:Oth/RR:Bldgs/LF Elem	1,956.00
303773	1	DISCOUNT OFFICE SERVICES	SplsNonI/PuplTran/Dstrctwd	1,000.00
303774	1	JONES SCHOOL SUPPLY CO INC	InstMtls/Instrctn/Del Obis	86.31
303775	1	B & H PHOTOGRAPHY	SplsNonI/Sch Adm /CanViste	135.88
303776	1	SPEAK, JOHN V	Rnt&Repr/Instrctn/LF Elem	500.00
303777	1	VALIANT IMC	InstMtls/Instrctn/CanViste	127.24
303778	1	WUHSD	Conf:Ins/SE0thIns/Dstrctwd	60.00
303779	1	NEWPORT LANDING	FieldTrp/Instrctn/Dstrctwd	792.00
303780	1	CASBO/CENTINELA SOUTH BAY C/O	CnfrNonI/Bus/Fisc/Dstrctwd	30.00

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....FEBRUARY 8, 2011

PO No.	Fund	Vendor	Description	Amount
303781	1	FULLERTON ARBORETUM	FieldTrp/Instrctn/Malcom	330.00
303782	1	CB RANCH ENTERPRISES	FieldTrp/Instrctn/Concordi	1,050.00
303783	1	LINDAMOOD-BELL LEARNING	Serv&Op /Instrctn/St Edwrđ	599.00
303784	1	ORANGE COUNTY DEPT OF EDUCAT	Serv&Op /Instrctn/St Edwrđ	195.00
303785	1	INSTITUTE FOR EDUCATIONAL DEV	Serv&Op /Instrctn/St Anne	199.00
303786	1	INSTITUTE FOR EDUCATIONAL DEV	Serv&Op /Instrctn/St Anne	199.00
303787	1	BREAKTHROUGH COACH	CnfrNonI/TIS /Dstrctwd	525.00
303788	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	286.45
303789	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	2,148.36
303790	1	SUBSCRIPTIONS SERVICES OF	InstMtIs/Instrctn/SCHS	472.72
303791	1	H W WILSON COMPANY	InstMtIs/Instrctn/SCHS	263.00
303792		VOID	VOID	0.00
303793	1	ADAMS & ASSOCIATES	Legal /SupvAdmn/Dstrctwd	7,600.00
303794	11	ADMINISTRATIVE SOFTWARE	Serv&Op /AE:FEEBS/Dstrctwd	4,720.00
303795	11	ADMINISTRATIVE SOFTWARE	Serv&Op /AE:FEEBS/Dstrctwd	5,900.00
303796	13	BRODERBUND SOFTWARE	Comptr /FoodServ/Dstrctwd	53.49
303797	1	PC MALL GOV	InstMtIs/Enterprs/SMS	837.80
303798	1	IXL SUBSCRIPTIONS DEPARTMENT	InstMtIs/Instrctn/Dstrctwd	432.83
303799	1	BYTES OF LEARNING INC	InstMtIs/Instrctn/Castille	760.16
303800		VOID	VOID	0.00
303801	1	BYTES OF LEARNING INC	InstMtIs/Instrctn/Bathgate	760.16
303802	1	ST4 LEARNING INC.	InstMtIs/SEOthIns/Dstrctwd	107.66
303803	1	DELL COMPUTER	SplsNonI/TIS /Dstrctwd	116.80
303804	1	DELL COMPUTER	SplsNonI/TIS /Dstrctwd	3,483.59
303805	1	CDWG Inc	SplsNonI/TIS /Dstrctwd	108.88
303806	1	DELL COMPUTER	NonCapEq/TIS /Dstrctwd	36,164.52

473 Purchase Orders \$3,111,334.87

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....02/08/11

Warrant Number	Name of Payee	Reference Number	Amount
158276	B.G. & A.S. DIAMOND	PV-012220	34.00
158277	BRENTLINGER, JODEE	PV-012228	118.70
158278	DEDINSKY, JENNIFER	PV-012221	70.00
158279	DIAZ, JORGE	PV-012219	10.00
158280	EPP, DIANE	PV-012227	466.00
158281	GOLDEN, BRIAN	PV-012235	32.72
158282	HACHEL, JULIE	PV-012218	206.63
		PV-012236	35.27
158283	JIMENEZ, JERRY	PV-012225	21.95
158284	MORRIS, FAITH	PV-012233	180.00
158285	NEEDHAM, NIKOLAS	PV-012229	69.00
158286	RASALAN, RHEA	PV-012226	369.80
158287	STEIN, CHRISTINE E	PV-012234	66.84
158288	STRICKLAND, DIANE	PV-012224	15.00
158289	VEJRODA, JACK	PV-012230	67.00
158290	DE NICOLA, BEVERLY	PV-012222	530.92
158291	FLEISCHER, BETH	PV-012231	39.00
158292	DAVIDSON, KELLY	PV-012223	181.00
158293	TILLOO, GAURI	PV-012232	490.00
158294	US BANK CORP PAYMENT SYSTEM	CM-010065	152.40-
		PV-012193	724.23
		PV-012194	156.12
		PV-012195	1,505.78
		PV-012196	3,542.29
		PV-012199	1,338.21
158295	US BANK CORP PAYMENT SYSTEM	PV-012195	1,055.94
158296	ACTION LEARNING SYSTEMS INC	PO-300857	8,000.00
158297	ATKINSON ANDELSON LOYA	PO-301934	10,505.54
		PO-302542	876.25
158298	DANNIS WOLIVER KELLEY	PO-301302	73.50
		PO-301304	5,681.00
158299	HARBOTTLE LAW GROUP	PO-301305	5,200.00
158300	LAW OFFICES OF CAROLINE A ZUK	PO-301306	3,450.50
158301	LUCE FORWARD HAMILTON &	PO-302502	994.40
158302	ORANGE COUNTY ACADEMIC DECA	PO-303052	30.00
158303	SAN DIEGO COUNTY SUPT OF SCH	PO-302811	160.00
158304	GRUBB & ELLIS	PO-303330	8,190.73
158305	ALISO VIEJO COMMUNITY ASSN	PO-303354	2,040.59
158306	AMERICAN BOOK COMPANY	PO-302781	95.14
158307	APPLE COMPUTER INC	PO-303262	1,964.45
158308	ASSOCIATION OF CALIFORNIA	PO-301031	220.00
		PO-302768	710.00
158309	BACH CO	PO-303099	397.50

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....02/08/11

Warrant Number	Name of Payee	Reference Number	Amount
158310	CAMCOR INC	PO-302616	2,235.43
		PO-302911	558.86
		PO-302912	558.86
158311	DELL MARKETING L P	PO-302593	133.11
		PO-302607	176.14
158312	FARINO DESIGN & CONSTRUCTION	PO-302665	1,700.00
158313	FASTENATION	PO-302939	116.41
158314	FOLLETT LIBRARY RESOURCES	PO-302992	494.99
158315	GAMETIME	PO-302678	221.39
		PO-302681	733.25
158316	GENERAL BINDING CORP	PO-303071	51.20
158317	HIRSCH PIPE & SUPPLY	PO-302198	1,243.25
158318	IMAGE 2000	PO-303009	250.46
158319	LRP PUBLICATIONS	PO-302906	33.75
158320	ADVANTAGE IMAGING SUPPLY	PO-302834	224.84
158321	ADVANTAGE RADIATOR	PO-300713	165.00
158322	ALISO VIEJO AUTO SERVICE	PO-300970	290.57
158323	ASSOC BUSINESS PRODUCTS	PO-300374	136.87
158324	AUGMENTATIVE COMMUNICATION	PO-302371	126.00
158325	BETTER BUSINESS RECORDS	PO-300337	205.44
158326	BIO RAD LABORATORIES	PO-302946	103.79
158327	BLAIRS TOWING	PO-302104	875.00
158328	BRIGHT APPLE	PO-302769	117.57
158329	BRINKS INC.	PO-302632	133.13
158330	BUDGETEXT CORP	PO-301070	1,223.44
		PO-301144	1,878.38
158331	BULBTRONICS INC.	PO-301646	132.46
158332	CAROLINA BIOLOGICAL SUPPLY CO	PO-302981	702.33
158333	CENTER FOR EXCELLENCE IN ED	PO-303359	580.00
158334	CINTAS	PO-300992	161.20
158335	DAVE BANG ASSOCIATES INC	PO-302861	12,160.44
158336	DICK BLICK WEST	PO-302313	106.18
158337	DISCOUNT OFFICE SERVICES	PO-300567	191.01
		PO-301096	151.91
		PO-301235	90.60
		PO-302094	212.01
		PO-302850	244.69
158338	DUNN-EDWARDS CORP	PO-303063	711.26
158339	EVALUATION TECHNOLOGIES LLC	PO-303348	750.00
158340	FUSIONSTORM	PO-301480	4,660.98
		PO-301988	3,678.49
		PO-302293	4,624.00
158341	GENERAL BINDING CORP	PO-302387	232.75
158342	GOPHER ATHLETIC/SPORTS	PO-302006	411.36
		PO-302181	25.44

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Warrant Number	Name of Payee	Reference Number	Amount
158343	IBBS	PO-302211	445.33
		PO-302214	197.93
158344	IPARADIGMS LLC	PO-302867	2,760.00
158345	IPC USA	PO-301228	43,866.44
158346	DISCOUNT OFFICE SERVICES	PO-301643	102.18
		PO-301827	301.88
158347	AT&T	PO-300468	197.47
158348	COX COMMUNICATIONS	PO-301249	14,274.29
158349	ONE STOP BINDERY	PO-300248	230.00
158350	ORANGE COAST PETRO EQUIP	PO-300704	1,000.00
		PO-302856	687.77
158351	PACIFIC GO NATURAL GAS	PO-300991	2,849.21
158352	PC MALL GOV	PO-301975	124.35
		PO-302148	1,203.52
		PO-302363	102.38
		PO-302580	324.37
158353	PCH SHEET METAL & AIR	PO-302647	4,386.00
158354	PEARSON ASSESSMENTS	PO-302145	1,780.20
		PO-302158	1,044.23
		PO-302559	1,056.74
		PO-302698	1,463.96
		PO-302783	173.13
		PO-302968	1,844.41
		PV-012239	111.36
158355	PEARSON EDUCATION	CM-010066	87.55-
		PO-300937	1,210.67
		PO-301094	4,900.93
		PO-302074	697.85
		PO-302374	627.76
		PO-302380	1,034.23
		PO-302424	100.04
		PO-302504	580.54
		PO-302507	244.76
		PO-302508	1,283.76
		PO-302890	1,690.31
		PO-302891	2,952.35
		PO-302893	2,951.04
158356	PEARSON EDUCATION	PO-303004	143.19
158357	PEARSON SCHOOL	PO-302384	83.53
		PO-302481	1,095.17
158358	PEPPER-LOS ANGELES, J W	PO-300063	1,048.47
		PO-300616	180.17

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Warrant Number	Name of Payee	Reference Number	Amount
158359	PHONAK INC	PO-301198	4,171.27
		PO-301203	199.69
		PO-301210	2,094.13
		PO-301217	1,329.25
		PO-301250	7,215.16
		PO-302118	1,653.69
		PO-302359	287.78
		PO-302841	100.00
		PO-302842	2,094.13
		PO-302848	1,844.00
158360	PRINCIPLE WOODS INC	PO-302588	1,744.74
158361	PRO PHOTO CONNECTION INC	PO-302226	516.05
158362	PROQUEST INFORMATION AND	PO-303307	1,586.00
158363	REALLY GOOD STUFF	PO-302767	109.54
158364	REMEDIA PUBLICATIONS	PO-302603	200.07
158365	RENAISSANCE LEARNING	PO-302142	16,875.50
158366	RINCON TRUCK PARTS	PO-301227	6,523.39
158367	SANTILLANA PUBL CO	PO-302151	1,794.38
		PO-302582	247.50
		PO-302583	275.00
		PO-302584	1,402.50
		PO-302585	2,200.00
		PO-302865	1,925.00
		PO-302866	605.00
158368	SIMPLEX GRINNELL LP	PO-302124	8,544.24
158369	SO COAST DISTRIBUTING CO	PO-300399	77.65
158370	SPICERS PAPER CO	PO-300247	2,081.63
158371	SPORTS FACILITIES GROUP INC	PO-300379	2,215.00
158372	STAPLES ADVANTAGE	PO-300548	87.13
		PO-300619	332.60
		PO-300823	82.35
158373	SUE SEXTON	PO-302526	54.00
158374	SUPLAY.COM	PO-302341	579.26
158375	TEL TEC SECURITY SYSTEMS INC	PO-301610	750.00
		PO-301718	28,172.60
158376	TIFCO INDUSTRIES	PO-301221	933.25
158377	TRIPLE "A" COMM & PUMPING	PO-301785	665.00
158378	TUTTLE-CLICK FORD	PO-301224	952.16
158379	US TOY COMPANY INC	PO-300838	115.95
158380	WESTERN GRAPHIX	PO-302402	175.00
158381	DEPARTMENT OF JUSTICE	PO-301677	128.00
158382	DICK'S SPORTING GOODS	PO-302640	500.00
158383	JFK TRANSPORTATION CO INC	PV-012254	93.75
		PV-012259	762.50
158384	MISSION SAN JUAN CAPISTRANO	PO-303321	468.00

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Warrant Number	Name of Payee	Reference Number	Amount
158385	OCEAN INSTITUTE	PO-303320	600.00
158386	SILVER STATE COACH INC.	PV-012275	9,720.00
158387	SOUTHERN CALIFORNIA GRAY LINE	PV-012265	1,700.00
		PV-012273	1,437.50
		PV-012274	4,668.78
158388	ANTONIUS, LYNDIA	PV-012248	31.00
158389	BENE, CHERI	PV-012249	118.50
158390	BOWDEN, JOANNA	PV-012250	7.00
158391	BRISTOW-SHANDRO, DREW	PV-012268	83.50
158392	BUCKMAN, JENNIFER	PV-012251	102.00
158393	CURLEY, JULIE	PV-012252	96.00
158394	ELLIOTT, CHRISHE	PV-012253	42.00
158395	GARRISON, SANDRA L.	PV-012255	19.50
158396	HADDY, KATHY	PV-012256	9.00
158397	HANAFORD, LAURA	PV-012257	13.00
158398	HAYES, NATALIE	PV-012258	13.50
158399	HEUSER, RACHEL	PV-012260	254.50
158400	HOOPER, GWYNETH	PV-012261	15.00
158401	MITCHELL, KAREN P	PV-012262	154.00
158402	PEREZ, VIRGINIA	PV-012263	39.00
158403	PRIMICIAS, MELISSA	PV-012264	97.00
158404	RODRIGUEZ, MICHELLE	PV-012266	134.00
158405	SHAH, RANA	PV-012267	51.00
158406	SHUMATE, DAGMAR	PV-012269	156.50
158407	SUNICO, MA REGINA	PV-012270	84.00
158408	WEINELL, CAROL	PV-012272	37.00
158409	WHITE, BRANDI	PV-012271	87.50
158410	GENERATOR SERVICES CO INC	PO-300390	855.32
158411	JOHNSTONE SUPPLY	PO-302199	6,940.76
158412	LAKESHORE	PO-302000	113.84
		PO-302774	261.16
158413	LAKESHORE LEARNING MATLS	PO-302238	534.56
		PO-302601	65.43
		PO-302727	152.09
		PO-302914	204.15
		PO-302923	257.15
158414	LINGUI SYSTEMS INC	PO-300125	3,677.50
158415	TROXELL COMM INC	PO-302996	1,622.55
158416	DEPT OF INDUSTRIAL RELATIONS	PO-303413	46,053.69
158417	CAPISTRANO UNIFIED SCHOOL DIST	PO-300172	200,871.84
158418	CONNECTICUT GEN LIFE INS CO	PO-300173	14,173.61
158419	CONNECTICUT GENERAL LIFE	PO-300170	31,739.51
158420	UNUM LIFE INSURANCE	PO-300166	9,097.20
158421	CARLOS GUZMAN INC	PO-303414	1,500.00
158422	CAPISTRANO VALLEY HIGH SCHOOL	PO-303342	3,100.00

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158423	DANA HILLS HIGH SCHOOL - ASB	PO-303339	2,628.00
158424	SAN CLEMENTE HIGH SCHOOL ASB	PO-303341	7,415.00
158425	SAN JUAN HILLS HS ASB	PO-303340	292.00
158426	BOWIE ARNESON WILES &	PO-303328	6,932.50
158427	CITY OF SAN CLEMENTE	PO-300466	8,289.35
158428	MOULTON NIGUEL WATER	PO-300465	1,329.74
158429	SAN DIEGO GAS & ELECTRIC	PO-300464	192,075.71
158430	SANTA MARGARITA WATER	PO-300463	1,586.17
158431	SO CAL GAS CO	PO-300274	18,291.76
158432	SO COAST WATER DIST	PO-300462	5,695.41
158433	SOUTHERN CALIFORNIA EDISON	PO-301282	50,838.07
158434	PJHM ARCHITECTS SOUTHWEST INC	PV-012322	1,260.00
158435	PJHM ARCHITECTS SOUTHWEST INC	PO-303381	700.00
		PO-303382	1,325.00
158436	OC DIESEL	PO-302381	12,833.01
158437	ON TRACK	PO-302102	1,042.06
158438	ONION MOUNTAIN TECH	PO-302731	70.77
158439	ORANGE CTY DEPT EDUC	PO-301701	163.13
		PO-302528	32.63
158440	OVER NIGHT NUMBERING	PO-300263	255.00
158441	PACIFIC ROOFING SYSTEMS	PO-302265	46.74
158442	PALOS SPORTS	PO-302401	230.81
158443	PARKHOUSE TIRE INC.	PO-300988	11,245.18
158444	PC MALL GOV	PO-302010	51.19
		PO-302045	102.38
158445	PCI ECUCATIONAL PUB	PO-302316	266.14
		PO-302474	254.94
		PO-302780	259.56
158446	PERFECT SEAL LABORATORIES	PO-301206	63.50
		PO-301211	25.00
		PO-301800	64.00
		PO-302120	25.00
158447	PERMA-BOUND	PO-301883	8,437.53
		PO-302153	335.31
158448	POCKET FULL OF THERAPY	PO-301949	154.12
158449	PRAXAIR	PO-300702	31.99
158450	PRECISION AIR COND & MECH INC	PO-300503	899.89
158451	PRECISION TUNE AUTO CARE	PO-301000	98.95
158452	PROMOTE	PO-301039	741.68
158453	PSYCHOLOGICAL ASSESSMENT RES	PO-302284	2,060.64
158454	RICKS TRAILER SUP	PO-301103	44.62
158455	RINCON TRUCK PARTS	PO-301227	1,605.87
158456	SPARKLETTS	PO-300189	146.84
158457	SPORTS FACILITIES GROUP INC	PO-300362	5,987.50
		PO-300379	340.00

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Warrant Number	Name of Payee	Reference Number	Amount
158458	TIFCO INDUSTRIES	PO-301221	1,749.95
158459	TUTTLE-CLICK FORD	PO-301224	1,030.59
158460	VERNON LIBRARY SUPPLIES INC	PO-301176	235.33
		PO-301531	234.66
		PO-301611	254.02
		PO-302027	198.02
		PO-302166	386.94
158461	VOIPLINK INC.	PO-302560	69.43
158462	WATERLINES TECHNOLOGIES INC	PO-303027	2,074.70
158463	WOODWIND & BRASSWIND	CL-001549	50.00
		PO-300615	370.10
158464	OCDE	PO-301797	1,141.88
158465	SPARKLETTS	PO-301543	2.01
		PO-301545	26.62
		PO-301546	18.31
		PO-301547	16.34
		PO-301548	26.44
158466	ALPHA VISTA SERVICES INC	PO-301925	8,760.00
158467	ALPINE ACADEMY	PO-301355	2,880.00
		PO-301356	2,880.00
158468	AUTISM SPECTRUM THERAPIES	PO-301968	2,171.25
158469	BLIND CHILDRENS LRNG CTR	PO-301514	1,102.50
		PO-301629	3,668.00
158470	CARES	PO-301967	843.65
158471	CHILEDA	PO-301128	2,250.12
158472	CREATIVE PATHWAYS TO	PO-302152	5,400.00
158473	CROMWELL, PATRICIA	PO-301501	375.00
158474	DANIEL, JASON & RUTHIE	PO-301633	2,600.00
158475	DEVEREUX FOUNDATION	PO-302088	1,476.00
158476	DEVEREUX TEXAS TREATMENT	PO-300828	2,392.86
158477	DEVEREUX TEXAS TREATMENT	PO-300830	2,311.32
158478	EDUCATIONAL BASED SERVICES	PO-301944	1,680.00
158479	ERIC BROUGHAM AND/OR	PO-300419	507.23
158480	FAMILY LIFE CENTER BODEGA	PO-300832	3,539.00
		PO-302436	3,539.00
158481	HEAR NOW ABRAMSON AUDIOLOGY	PO-301926	3,591.25
158482	LEISURE CARE NURSES REGISTRY	PO-302973	4,056.50
158483	MAXIM HEALTHCARE SERVICES	PO-301346	5,313.00
158484	MCCORMACK, MARC AND/OR KRISTA	PO-301485	654.50
158485	NEWPORT LAN/SPEECH/AUDIO	PO-302904	4,896.00
158486	ORANGE COUNTY THERAPY SERVICE	PO-301887	10,240.00
158487	ORANGE CTY DEPT EDUC	PO-301627	94,966.34
		PO-301638	321,016.32
158488	ORANGE CTY TESTING SERV	PO-300889	47.00
158489	PATTERSON, PAMELA	PO-301634	750.00

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Warrant Number	Name of Payee	Reference Number	Amount
158490	PYRAMID AUTISM CENTER	PO-300827	3,825.00
158491	RED ROCK CANYON SCHOOL	PO-300833	2,500.00
158492	SANDOR, LASZLO/COURTENAY	PO-302679	459.20
158493	SHILOH TREATMENT CENTER INC	PO-300831	2,862.00
158494	SUMMIT SPEECH PATHOLOGY SV INC	PO-302545	9,360.00
158495	THERAPEUTIC EDUCATION CENTER	PO-301630	5,280.00
		PO-301631	2,700.00
158496	YELLOWSTONE BOYS & GIRLS RANCH	PO-302986	1,990.00
158497	BAILEY, APRIL	PV-012287	477.66
158498	BLINN, JAMES F	PV-012288	406.08
158499	BOGUSIEWICZ, STEVEN OR KELLY	PV-012310	49.50
158500	BOYER, DAVID OR MELISSA	PV-012311	47.04
158501	BRISTOW-SHANDRO, DREW	PV-012303	270.92
158502	CARLISLE, TERESA	PV-012289	62.96
158503	CHAMBERLAIN, DAVID	PV-012290	624.70
158504	DIAZ, JOSE & MEREDITH	PV-012312	235.80
158505	EASTMAN, STEPHEN OR TARA	PV-012313	173.76
158506	FLUENT, TERRY	PV-012291	22.00
158507	FRIESZ, LINDA J	PV-012292	20.64
158508	GHAN, MARY	PV-012293	500.00
158509	GOFORTH, KRISTYN	PV-012294	237.00
158510	HARRAMAN, RUSSEL & IVANA	PV-012314	102.34
158511	HARRIS, TRACEY &/OR ASHLEY	PV-012315	135.68
158512	HIGHTOWER, SHERLIN	PV-012304	291.00
158513	JONES, GREG OR SHERI	PV-012316	55.10
158514	KICHLINE, KEITH & KYLA	PV-012321	107.80
158515	KROGMAN, DEBRAH	PV-012295	24.00
158516	LOUIE, DARRYL OR CATHERINE	PV-012319	379.20
158517	MILLER, KAREN "CANDY"	PV-012296	588.83
158518	NORGREN, KRISTINA	PV-012297	801.75
158519	PAGEL, VELDA	PV-012299	324.00
158520	PATERSON, ELIZABETH	PV-012298	64.43
158521	PETTEY, STEPHANIE	PV-012300	480.00
158522	PORTILLO, CHRISTINA	PV-012301	2,239.68
158523	SCHNEIDER, DONNA	PV-012318	497.42
158524	SMEGAL, PAM	PV-012305	23.00
158525	STRICKLAND, GERRY	PV-012306	759.84
158526	TALILI, MAILUMAI	PV-012307	92.02
158527	TICE, BECKY	PV-012308	35.00
		PV-012328	30.00
158528	TRITZ, RICHARD &/OR JULIE	PV-012317	109.98
158529	VON DWINGELO, ANTHONY/ELIZABET	PV-012320	10.32
158530	WATKINS, PAM	PV-012309	483.83
158531	CALIFORNIA EDUCATIONAL CENTERS	PV-012327	1,071.00
158532	CREATIVE GYMNASTICS	PV-012326	750.00

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Warrant Number	Name of Payee	Reference Number	Amount
158533	H2O SPOT	PV-012325	1,603.00
158534	LIPELES, ERIN A	PV-012324	300.00
158535	THINK TOGETHER	PV-012323	8,157.80
158536	B & H PHOTOGRAPHY	PO-303095	1,235.52
158537	CAMCOR INC	PO-303284	558.86
158538	CARLOS GUZMAN INC	PO-302105	27,385.55
158539	CARSON-DELLOSA	PO-302268	106.51
158540	CCS PRESENTATION SYSTEMS INC	PO-302908	1,696.50
158541	CINTAS CORP	PO-300320	809.70
		PO-301205	203.22
158542	DA CAPO MUSIC	PO-302837	86.66
158543	EVERYTHING MEDICAL	PO-303025	262.52
158544	FLINN SCIENTIFIC INC	PO-301065	74.46
		PO-301173	96.96
158545	FOLLETT LIBRARY RESOURCES	PO-302794	21,598.90
		PO-302988	1,499.03
158546	HIRSCH PIPE & SUPPLY	PO-302198	316.22
158547	IBBS	PO-302927	782.80
158548	IMAGE 2000	PO-300060	98.91
		PO-300304	1,160.64
		PO-300813	345.08
		PO-301855	333.98
		PO-301856	799.13
158549	INTERSTATE BATTERIES	PO-300975	1,655.92
158550	IRON MOUNTAIN	PO-302364	487.88
158551	KEY CURRICULUM PRESS	PO-300613	548.75
158552	KNORR SYSTEMS INC	PO-300363	3,900.50
		PO-300389	285.18
158553	PRUDENTIAL OVERALL SUP	PO-300256	164.97
		PO-301004	221.29
158554	SPRINT/NEXTEL COMMUNICATIONS	PO-302868	3,841.32
158555	TANDUS FLOORING INC.	PO-302234	692.88
		PO-302649	604.56
		PO-302662	1,332.17
		PO-302664	3,696.29
158556	THE BANK OF NEW YORK TRUST CO	PO-303460	55,263.29
158557	TROXELL COMM INC	PO-302249	100.89
158558	PAUL C MILLER CONSTRUCTION CO	PO-295506	173,212.85
158559	CORVEL ENTERPRISE COMP INC	PO-300764	77,219.00
158560	IRON MOUNTAIN	PO-300161	349.84
158561	BIO RAD LABORATORIES	PO-301164	160.18
		PO-303432	48.40
158562	HERITAGE MUSEUM OF OC	PO-303306	744.00
		PO-303323	744.00
158563	PALI MOUNTAIN INSTITUTE	PO-303394	21,925.00

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Warrant Number	Name of Payee	Reference Number	Amount
158564	PRETEND CITY CHILDREN'S MUSEUM	PO-303049	630.00
		PO-303373	90.00
158565	APPLE COMPUTER INC	PO-302619	64,128.67
		PO-302621	2,443.79
		PO-302623	1,200.20
		PO-303075	2,835.40
		PO-303088	2,200.54
		PO-303124	5,243.70
		PO-303126	1,300.65
		PO-303127	249.04
		PO-303130	550.67
		PO-303205	4,674.65
158566	DELL MARKETING L P	-	
		PO-302496	4,632.28
		PO-302497	1,170.59
		PO-302498	2,504.32
		PO-302499	1,948.68
		PO-302503	3,897.35
		PO-302510	974.35
		PO-302511	1,948.68
		PO-302514	9,743.40
		PO-302515	6,820.37
		PO-302547	1,790.24
		PO-302573	961.82
		PO-302589	961.82
		PO-302591	1,948.68
		PO-302614	36,050.54
		PO-302630	974.35
		PO-302633	3,840.91
		PO-302634	8,843.45
		PO-303105	1,315.69
		PO-303107	3,496.74
		PO-303114	508.22
158567	DELL MARKETING L P	PO-303114	9,509.06
158568	INSIGHT SYSTEMS EXCHANGE	PO-303068	909.77
		PO-303069	455.37
		PO-303070	568.28
		PO-303073	910.72
158569	DELL MARKETING L P	PO-302513	858.23
158570	BREAKTHROUGH COACH	PO-302301	525.00
		PO-303057	155.00
		PO-303168	1,575.00
158571	CREATIVE GYMNASTICS	PO-302894	1,500.00
158572	KRANTZ, TRICIA ELIZABETH	PO-301922	1,674.00
158573	OCDE	PO-301892	60.00

Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
158574	SCHOOL INNOVATIONS & ADVOCACY	CL-000916	21,200.00
		PO-302358	19,000.00
158575	SCHOOL SERVICES OF CALIF	PO-302445	175.00
		PO-303044	175.00
158576	KRANTZ, TRICIA ELIZABETH	PO-301922	126.00
158577	AT&T-CALNET2	PO-300273	25,056.25
158578	MOORE'S SEWING MACHINE	PO-300396	300.88
158579	OFFICE DEPOT	PO-300717	146.99
		PO-302021	77.13
		PO-302022	60.86
158580	ONE STOP BINDERY	PO-300248	15.00
158581	PEPPER-LOS ANGELES, J W	PO-302762	159.88
158582	PRAXAIR	PO-300502	468.06
158583	PREMIERE WATER SERVICES	PO-300381	1,025.00
158584	PSYCHEMEDICS	PO-300678	111.22
158585	SEHI COMPUTER	PO-300752	375.00
		PO-302055	111.06
		PO-302177	847.93
		PO-302396	517.60
		PO-302763	195.81
158586	SHAMROCK SUPPLY CO INC	PO-302620	15.66
158587	SIMPLEX GRINNELL LP	PO-302124	26,709.55
		PO-302657	417.00
		PO-303511	2,614.01
158588	SMARDAN SUPPLY COMPANY	PO-300479	2,538.33
158589	SMART & FINAL	PO-300186	162.17
		PO-300693	77.93
		PO-300694	12.75
		PO-301787	60.00
		PO-301942	150.81
		PO-302135	98.78
		PO-302435	526.10
		PO-302475	42.98
		PO-302757	87.02
158590	SMART & FINAL	PO-300788	63.69
158591	SOUTH COAST ANSWERING SERVICE	PO-300477	106.15
158592	SOUTH COAST MEDICAL GROUP	PO-300004	480.00
158593	SPARKLETTS	PO-300187	37.04
		PO-300189	171.24
		PO-300989	30.61
		PO-301549	49.64
		PO-301727	45.81

Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
158594	STAPLES ADVANTAGE	PO-300267	28.33
		PO-300562	98.52
		PO-300663	72.81
		PO-300720	337.73
		PO-300793	86.42
		PO-300816	65.90
		PO-301293	52.29
		PO-301557	128.78
		PO-301558	115.30
158595	STAPLES BUSINESS ADVANTAGE	PO-302421	117.47
158596	THINK SOCIAL PUBLISHING	PO-302744	142.58
158597	UNIQUE SWEEPING	PO-301108	342.00
158598	VALIANT IMC	PO-302024	1,421.40
		PO-302095	236.90
		PO-302705	473.80
158599	VISUAL EDGE	PO-300729	71.48
158600	WATERLINES TECHNOLOGIES INC	PO-303027	3,508.76
158601	OFFICE DEPOT	PO-300058	589.00
158602	OFFICE DEPOT	PO-300048	380.78
158603	SMART & FINAL	PO-301842	156.20
158604	SPARKLETTES	PO-300190	92.03
		PO-301543	2.01
		PO-301544	50.70
		PO-301545	44.51
		PO-301546	65.31
		PO-301547	26.53
		PO-301548	30.43
158605	STAPLES ADVANTAGE	PO-302821	433.37
		PO-302954	85.91
		PO-302958	580.73
158606	BERGMAN & DACEY INC	PO-302721	300.00
158607	BOWIE ARNESON WILES &	PO-303055	1,527.50
158608	CITY OF SAN CLEMENTE	PO-300466	5,085.67
158609	CITY OF SAN JUAN CAPISTRANO	PO-303026	7,449.84
158610	DAVID TAUSSIG ASSOC INC	PO-302719	451.65
158611	IMAGE 2000	PO-300304	349.70
158612	MOULTON NIGUEL WATER	PO-300465	5,172.20
158613	ORANGE CTY DEPT EDUC	PO-301673	3,259.05
158614	SAN DIEGO GAS & ELECTRIC	PO-300464	122,515.87
158615	SANTA MARGARITA WATER	PO-300463	2,734.64
158616	SO CAL GAS CO	PO-300274	13,009.18
158617	SO COAST WATER DIST	PO-300462	823.60
158618	THYSSENKRUPP ELEVATOR CORP	PO-300378	1,258.75
		PO-302232	2,151.00
158619	ADAMSON, CORAL	PV-012362	112.00

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Warrant Number	Name of Payee	Reference Number	Amount
158620	BIRKINSHAW, SANDY	PV-012365	36.00
158621	BLAND, LISA	PV-012363	63.00
158622	BLITCH, KRISTA	PV-012366	54.50
158623	BRADY-NELSON, KAREN	PV-012367	187.50
158624	BRANNON, DESIREE	PV-012364	96.00
158625	BROOKMAN, JOSEPH	PV-012368	260.00
158626	CARDIN, PATTI	PV-012374	118.00
158627	CAUDILL, AMANDA	PV-012375	223.00
158628	COPPOLA, LUCI	PV-012376	124.00
158629	DEOGRACIAS, AILEEN	PV-012377	92.00
158630	DEVINCENZI, MARK	PV-012378	76.50
158631	EATON, ANDREA	PV-012379	37.50
158632	EXWORTHY, MARK	PV-012380	259.00
158633	FINNSSON, JAMIE	PV-012369	7.50
158634	FRIEDLANDER, DOROTHY	PV-012381	250.00
158635	GAST, LUCIBEL	PV-012382	25.00
158636	GINSBERG-BROWN, CLAUDIA	PV-012371	113.50
158637	GONG, PHOEBE	PV-012372	150.50
158638	HARMAN, NANCY	PV-012383	138.00
158639	HAUN, BARBARA	PV-012373	96.00
158640	HILL, DAWN	PV-012384	904.00
158641	KIMMELL-CAMOIA, JULIE	PV-012386	193.00
158642	KOPELSON, KATHLEEN	PV-012385	98.50
158643	LAUBACH, LYNELLE	PV-012387	34.00
158644	MENDEL, LINDA	PV-012388	122.00
158645	MORAND, CARA	PV-012389	120.50
158646	PANNING LA BATE	PV-012390	157.00
158647	RAFF, DEIDRE	PV-012392	149.00
158648	SCHOOLER, DEBORAH	PV-012393	189.00
158649	SMITH, ANNE	PV-012403	51.50
158650	SOLTIS, PAMELA	PV-012394	52.50
158651	TABARI, LISA SEYEDI	PV-012395	132.50
158652	TAYLOR, JULIE	PV-012396	15.50
158653	TUNULI, JESSICA	PV-012397	131.50
158654	VARGAS, DAVID	PV-012398	203.50
158655	WALTERS, ELAINE	PV-012399	50.00
158656	WYNNE, LAUREN	PV-012400	57.50
158657	FREY, DEBORAH	PV-012370	38.00
158658	PEREZ, VIRGINIA	PV-012391	61.50
158659	ROSS, KIRSTEN	PV-012408	97.00
158660	CAMCOR INC	PO-302090	3,353.13
		PO-303092	190.17
		PO-303265	21.74
158661	CAPISTRANO GOLF CARS	PO-303522	2,563.18
158662	COMMUNICATIONS USA	PO-302207	236.55

Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
158663	CONTINENTAL BOOK COMPANY INC	PO-300820	145.04
158664	ELTEC REFRIGERATION	PO-302231	7,644.00
158665	EMPOWER	PO-300266	60.00
158666	GLEN PRODUCTS	PO-302062	5,802.27
		PO-303135	2,796.53
158667	KNORR SYSTEMS INC	PO-303513	1,387.81
158668	LINGUI SYSTEMS INC	PO-302703	87.90
		PO-303229	131.85
158669	LOCAL JANITORIAL & VACUUM	PO-300403	206.61
158670	MAIER INTERNATIONAL INC	PO-301114	23,320.00
158671	PACIFIC MOBILE HOME CONS	PO-303059	3,028.20
158672	PACIFIC PLUMBING COMPANY OF	PO-300383	581.44
158673	UNITED RENTALS	PO-300491	300.08
158674	W W GRAINGER INC	-	
		PO-300600	13,251.28
158675	W W GRAINGER INC	PO-300600	27,168.85
158676	CORVEL CORPORATION	PO-300682	244,374.09
158677	RELIANCE STANDARD LIFE INS CO	PO-300169	13,382.38
158678	ACES	PO-301965	2,035.00
158679	ALVARADO, CYNTHIA	PO-303472	420.00
158680	AUTISM BEHAVIOR CONSULTANTS	PO-301966	7,165.00
158681	FARRELL, MIN KIM AND DONALD	PO-302438	3,350.00
158682	GOODWILL IND OF O C	PO-303468	240.00
158683	LOYER, LAW OFFICES OF KATHLEEN	PO-302437	1,200.00
158684	ORANGE CTY TESTING SERV	PO-300889	47.00
158685	SPEECH PATHOLOGY ASSOCIATES	PO-303299	480.00
158686	ATKINSON ANDELSON LOYA	PO-302543	180.00
158687	ELIZABETH JIMENEZ DBA GEMAS	PO-301912	7,800.00
158688	GARCIA, IRMA	PO-301937	2,041.20
158689	KRANTZ, TRICIA ELIZABETH	PO-301922	1,674.00
158690	STEIN, CHRISTINE E	PO-302037	452.00
158691	YMCA OF ORANGE COUNTY	PO-301435	6,121.73
		PO-301436	9,309.58
158692	GARCIA, IRMA	PO-301937	478.80
158693	KRANTZ, TRICIA ELIZABETH	PO-301922	126.00
158694	STEIN, CHRISTINE E	PO-302037	4,068.00
158695	CAPISTRANO CONNECTIONS ACADEMY	PO-300738	468,653.00
158696	CERTIFIED TRANSPORTATION	PV-012415	1,184.00
158697	JFK TRANSPORTATION CO INC	PV-012416	925.00
158698	JOURNEY CHARTER SCHOOL	PO-300743	89,239.00
158699	MISSION SAN JUAN CAPISTRANO	PO-303482	880.00
158700	OPPORTUNITY FOR LEARNING	PO-300739	38,799.00
158701	RILEY'S FARM	PO-303479	177.80
158702	SOUTHERN CALIFORNIA GRAY LINE	PV-012409	1,441.60
		PV-012410	2,987.88

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Warrant Number	Name of Payee	Reference Number	Amount
158703	CAPISTRANO CONNECTIONS ACADEMY	CM-010067	146.95-
		CM-010068	6,667.00-
		CM-010069	163.00-
		CM-010071	6,667.00-
		CM-010072	163.00-
		PV-012412	131,946.54
		PV-012414	99,265.50
158705	B & H PHOTOGRAPHY	PO-303091	124.95
158706	BACH CO	PO-303217	60.56
158707	BEE MAN	PO-300392	380.00
		PO-303534	2,914.00
158708	BLAINE RAY WORKSHOPS	PO-303221	132.00
158709	CALIFORNIA DEPT OF EDUCATION	PO-301863	167.64
158710	CALIFORNIA WESTERN VISUALS	PO-302467	607.91
		PO-302469	607.91
158711	CAMBIUM LEARNING INC.	PO-302969	1,587.60
158712	COOLIES	PO-302844	223.80
158713	CPO SCIENCE	PO-302855	2,285.22
158714	DICK'S SPORTING GOODS	PO-302640	1,968.45
158715	EVERYTHING MEDICAL	PO-303356	895.00
158716	FOLLETT LIBRARY RESOURCES	PO-301415	201.58
		PO-301423	279.87
158717	GANAHL LUMBER	PO-300315	967.25
158718	GOLDEN RULE BINDERY	PO-302880	809.93
		PO-302881	703.34
		PO-303242	76.22
158719	JIM'S MUSIC CENTER	PO-302611	648.44
158720	BUDGETEXT CORP	PO-303277	1,468.34
158721	GE CAPITOL	PO-303000	9,363.77
158722	MOULTON NIGUEL WATER	PO-300465	3,181.89
158723	SAN DIEGO GAS & ELECTRIC	PO-300464	80,266.34
158724	SANTA MARGARITA WATER	PO-300463	2,471.57
158725	SO CAL GAS CO	PO-300274	18,855.51
158726	SOLAG / CR&R	PO-300275	26,687.40
158727	SOUTHERN CALIFORNIA EDISON	PO-301282	37,321.82
158728	A Z BUS SALES INC	PO-300963	298.54
158729	AAA ELECTRIC MOTOR SALES	PO-300365	511.11
158730	ADVANTAGE RADIATOR	PO-300713	1,156.67
158731	ALISO VIEJO AUTO SERVICE	PO-300970	6,394.95
158732	ARAMARK UNIFORM SERVICE	PO-300961	817.14
158733	ASSOC BUSINESS PRODUCTS	PO-300374	89.62
158734	ATG - DESIGNING MOBILITY INC	PO-302747	871.63
		PO-302754	184.71
158735	BARNES & NOBLE INC	PO-302446	97.74
158736	BETTER BUSINESS RECORDS	PO-300337	75.37

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Warrant Number	Name of Payee	Reference Number	Amount
158737	BYTES OF LEARNING INC	PO-303425	699.00
158738	C D T INC.	PO-301908	60.00
158739	CA DEPT OF EDUCATION	PO-301158	37.49
158740	CAL-STATE AUTO PARTS INC	PO-300965	1,243.22
158741	CALIFORNIA WESTERN VISUALS	PO-302715	3,693.15
		PO-302909	607.91
		PO-302910	607.91
		PO-303081	2,769.86
158742	CARSON-DELLOSA	PO-303040	62.97
158743	CENTER FOR APPLIED LINGUISTICS	PO-302916	201.00
158744	CHEVROLET OF IRVINE	PO-301231	141.59
158745	CLARK SECURITY PRODUCTS	PO-300322	685.13
158746	CORWIN PRESS INC	PO-302382	82.82
158747	CREATIVE CONTRACTORS CORP	PO-302650	450.00
		PO-302651	450.00
		PO-302802	850.00
158748	DENAULT'S HARDWARE	PO-300328	169.32
		PO-300405	86.98
		PO-300711	142.25
158749	ENTERPRISE FLEET SERVICES	PO-300968	1,184.66
158750	ESTRELLITA PUBL	PO-303238	864.56
158751	FACTORY MOTOR PARTS	PO-300969	794.93
158752	FLEET SERVICE SPECIALIST LLC	PO-302278	506.56
158753	INTELLITOOLS INC	PO-303102	801.00
158754	INTERSTATE BATTERIES	PO-300975	463.25
158755	JOHNSTONE SUPPLY	PO-302199	2,528.39
158756	CAMCOR INC	PO-302831	173.98
158757	DUNN-EDWARDS CORP	PO-300330	252.92
		PO-303063	1,602.89
158758	ELTEC REFRIGERATION	PO-302231	2,548.00
158759	FEDERAL EXPRESS CORP	PO-300243	367.97
158760	FOLLETT EDUCATIONAL SVC	PO-302675	277.97
		PO-303216	172.80
158761	FOLLETT LIBRARY RESOURCES	PO-302987	1,482.85
158762	FORESTRY SUPPLIERS INC	PO-302854	275.71
158763	FRICTION MATERIALS CO.	PO-300971	7,768.93
158764	GANAHL LUMBER	PO-300315	223.90
158765	GEIGER	PO-303189	1,167.53
158766	GILBERT & STEARNS INC	PO-301232	1,375.13
158767	GOLDEN RULE BINDERY	PO-302882	1,741.35
158768	GOPHER ATHLETIC/SPORTS	PO-303150	236.16
158769	HAAAN CRAFTS	PO-300849	203.75
158770	HANDWRITING W/O TEARS	PO-302919	842.53
158771	HASLER INC.	PO-303065	773.22
158772	HEATING & COOLING SUPPLY	PO-302660	2,583.80

**EXHIBIT B**  
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Warrant Number	Name of Payee	Reference Number	Amount
158773	IPC USA	PO-301228	44,474.89
158774	KELLY PAPER COMPANY	PO-300246	7,001.62
158775	LINGUI SYSTEMS INC	PO-302991	139.85
158776	ORANGE COUNTY PROBATION DEPT	PO-300450	3,150.00
158777	PACIFIC MOBILE HOME CONS	PO-300349	18,837.11
		PO-302864	4,259.55
		PO-303519	1,990.00
		PV-012425	788.42
158778	UNION BANK OF CALIFORNIA	PO-301671	24,021.65
158779	W W GRAINGER INC	-	
		PO-300600	30,632.49
158780	W W GRAINGER INC	PO-300600	4,091.19
158781	TRAVIS SOFTWARE	PO-303592	915.00
158782	AMERICAN LOGISTICS COMPANY LLC	PO-301372	6,310.00
158783	AQUARIUM OF THE PACIFIC	PO-302412	720.00
158784	COAST HILLS COMMUNITY CHURCH	PV-012430	1,000.00
		PV-012431	1,000.00
158785	OCEAN INSTITUTE	PO-303543	2,760.00
		PO-303544	695.00
		PO-303545	695.00
		PO-303546	150.00
		PO-303547	150.00
		PO-303548	150.00
		PO-303549	150.00
158786	ORANGE COUNTY DEPT OF EDUCATIO	PO-303596	55.00
158787	RSCCD	PO-303550	785.00
158788	OPPORTUNITY FOR LEARNING	CM-010073	24.26-
		PV-012426	18,492.93
		PV-012429	18,131.54
158789	COX COMMUNICATIONS	PO-301249	713.98
158790	EDUCATIONAL & COMMUNITY	PO-303200	250.00
158791	PRECISION SPEEDOMETER SR	PO-300701	273.90
158792	PRINT FINISH SOLUTIONS	PO-300265	343.24
158793	QUALITY TOWING	PO-301105	644.50
158794	SADDLEBACK EDUCATIONAL PUBLISH	PO-301595	23,555.24
158795	SMOG EXPRESS	PO-301102	407.90
158796	SOUND PROJECTIONS	PO-303083	296.66
158797	SOUTH COAST MEDICAL GROUP	PO-300004	115.00

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Warrant Number	Name of Payee	Reference Number	Amount
158798	SUPER DUPER INC.	PO-302130	245.00
		PO-302143	194.85
		PO-302144	44.90
		PO-302522	168.75
		PO-302704	167.65
		PO-302742	166.70
		PO-303012	114.85
		PO-303019	302.60
		PO-303023	203.50
158799	TIFCO INDUSTRIES	PO-301221	1,616.23
158800	TRUCPAR CO	PO-301225	2,411.93
158801	TUTTLE-CLICK FORD	PO-301224	87.04
158802	ULINE	PO-300251	752.56
158803	VERIZON WIRELESS	PO-300960	259.25
158804	WAL MART COMMUNITY	PO-301786	17.48
		PO-302409	83.03
		PO-302410	1,002.68
		PO-302535	162.96
158805	WAL MART COMMUNITY	PO-301189	171.00
		PO-302245	138.57
		PO-302613	24.26
158806	ZOHO CORP	PO-303260	1,337.00
158807	WAL MART COMMUNITY	PO-301523	180.29
		PO-301525	279.99
		PO-301526	298.64
		PO-301527	132.51
		PO-301528	75.87
158808	WAL MART COMMUNITY	PO-301722	24.70
158809	APPLE COMPUTER INC	PO-302863	5,538.15
		PO-303074	2,835.40
		PO-303139	5,037.90
		PO-303203	2,915.15
158810	BREAKTHROUGH COACH	PO-302070	525.00
158811	CA PARENT CENTER/SDSU	PO-303172	325.00
158812	DELL MARKETING L P	PO-302519	44.89
		PO-303109	927.76
		PO-303140	929.47
158813	ELIZABETH JIMENEZ DBA GEMAS	PO-301912	1,200.00
		PO-302938	6,270.00
158814	PAT PRATHER	PO-302403	500.00
158815	SAN DIEGO COUNTY	PO-303198	600.00
158816	H2O SPOT	PV-012434	1,428.00
158817	LANGO LAGUNA LLC	PV-012435	640.80
158818	THIFFAULT, RONDA LEE	PV-012432	2,058.00
158819	VEERA, SHANE	PV-012433	5,055.75

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Warrant Number	Name of Payee	Reference Number	Amount
158820	DELL MARKETING L P	PO-302513	116.12
158821	WINGARD, RICHARD AND LORENA	PO-303301	9,433.14
158822	A Z BUS SALES INC	PO-300963	801.95
158823	AAA ELECTRIC MOTOR SALES	PO-300365	887.19
158824	ATG - DESIGNING MOBILITY INC	PO-301769	2,823.95
158826	BARRETT-ROBINSON INC	PO-303357	224.14
158827	BEE MAN	PO-303534	155.00
158828	BETTER BUSINESS RECORDS	PO-300337	90.18
158829	CAL-STATE AUTO PARTS INC	PO-300965	68.00
158830	CHEVROLET OF IRVINE	PO-301231	50.99
158831	CLARK SECURITY PRODUCTS	PO-303526	622.07
158832	CONSOLIDATED ELECT DISTR	PO-303352	11,340.44
158833	CULVER-NEWLIN INC	PO-303013	836.73
158834	DENAULT'S HARDWARE	PO-300328	204.91
		PO-300405	33.69
158835	DIGITAL NETWORKS GROUP	PO-302420	7,440.79
158836	ELTEC REFRIGERATION	PO-302231	2,548.00
158837	FRICTION MATERIALS CO.	PO-300971	97.03
158838	GAMETIME	PO-302185	579.70
158839	HIRSCH PIPE & SUPPLY	PO-302198	1,152.93
158840	HUBERT	PO-302205	161.35
158841	HYDRO-SCAPE PRODUCTS INC	PO-300448	1,159.05
158842	JM MCKINNEY COMPANY	PO-303058	581.21
158843	JOHN DEERE LANDSCAPES	PO-300451	4,516.03
158844	JOHNSTONE SUPPLY	PO-302199	2,740.13
158845	KNORR SYSTEMS INC	PO-300295	95.95
		PO-303513	84.06
158846	LAMA SEWING KITS	PO-302902	356.16
158847	LAWNMOWERS ETC	PO-300452	9,949.41
158848	LINGUI SYSTEMS INC	PO-303207	419.50
158849	SAN DIEGO GAS & ELECTRIC	PO-300464	86,095.77
158850	SO CAL GAS CO	PO-300274	9,618.29
158851	SO COAST WATER DIST	PO-300462	8,600.37
158852	SOUTHERN CALIFORNIA EDISON	PO-301282	16,638.37
158853	MODERN TREE	PO-302659	6,955.00
158854	NATIONWIDE FIRE PROTECTION	PO-303157	3,400.00
158855	OC DIESEL	PO-302106	1,081.10
		PO-303643	12,366.76
158856	ORANGE CTY TANK TESTING	PO-300993	2,122.78
158857	ORIENTAL TRADING CO	PO-302246	365.08
158858	OVER NIGHT NUMBERING	PO-300263	274.50
158859	PACIFIC GO NATURAL GAS	PO-300991	4,601.11
158860	PACIFIC SUPPLY COMPANY	PO-300302	77.39
158861	PARKHOUSE TIRE INC.	PO-300988	455.75
		PO-303644	6,411.85

Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
158862	PEPPER-LOS ANGELES, J W	PO-303617	355.35
158863	PITNEY BOWES INC	PO-300258	86.57
158864	QUIZDOM INC	PO-302575	2,923.38
158865	RENAISSANCE LEARNING	PO-302149	2,026.90
		PO-302609	484.18
158866	RINCON TRUCK PARTS	PO-301227	980.70
158867	SMART & FINAL	PO-300186	75.41
		PO-302435	135.25
		PO-302757	82.67
158868	SMART & FINAL	PO-300788	98.48
158869	SMOG EXPRESS	PO-301102	125.40
158870	SPORTS FACILITIES GROUP INC	PO-300379	475.00
158871	TARGET SPECIALTY PROD	PO-300456	2,519.72
		PO-302738	199.66
		PO-303024	199.58
158872	TIFCO INDUSTRIES	PO-301221	1,476.96
158873	TRITON AIR INC	PO-302103	3,749.13
158874	UNITED COMMUNICATION SYS. INC	PO-302998	3,742.51
158875	WEST COAST MICROSCOPE	PO-300181	985.63
158876	SMART & FINAL	PO-301842	395.45
158877	ARAKAWA, SCOTT	PV-012443	106.50
158878	BUTLER, SUSAN	PV-012444	141.50
158879	CARSON, MEGAN	PV-012445	7.00
158880	COLLINGS, JANICE	PV-012446	42.00
158881	CUNNINGHAM, CHADWICK	PV-012448	79.50
158882	EDEN, CRIS	PV-012449	18.00
158883	EDWARDS, BLAIRE	PV-012450	144.00
158884	ELKINS, KAREN	PV-012451	143.00
158885	EVANS, LAURA	PV-012452	253.50
158886	FLYNN, MARGARET	PV-012453	87.00
158887	GERLING, SUSAN	PV-012454	40.00
158888	HARVEY, LAUREN	PV-012455	83.50
158889	HERNANDEZ, MARLO	PV-012456	9.00
158890	HERTZ, JANA	PV-012458	106.00
158891	HERVEY, ROBIN	PV-012459	103.00
158892	KAPLAN, PAUL M	PV-012460	21.50
158893	KAROLYS, ANDREA	PV-012461	119.50
158894	KERINS, TRACY	PV-012462	15.00
158895	LEAHY, CHRISTINA	PV-012463	90.00
158896	LOY, LESLIE	PV-012464	52.00
158897	MAGWOOD, DONNA KATHERINE	PV-012465	21.50
158898	MALONE, JULEE	PV-012466	184.00
158899	MARCUS, BRUCE	PV-012467	83.50
158900	NASON, KIM	PV-012468	142.50
158901	NOON, ANDREA	PV-012469	121.00

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Warrant Number	Name of Payee	Reference Number	Amount
158902	PEREZ, RICHARD	PV-012471	96.50
158903	RILEY, JOLENE	PV-012472	135.00
158904	SHEA HINNAG, REBECCA	PV-012473	29.00
158905	STIRLING, ROBERT	PV-012475	78.00
158906	STOFFEL, DAVID E	PV-012474	49.00
158907	SUNICO, MA REGINA	PV-012476	93.50
158908	TUCKER, MARYANN	PV-012477	51.50
158909	VERDUGO, ANNIE	PV-012478	28.00
158910	COPE, MARY	PV-012447	32.00
158911	KEY GOVERNMENT FINANCE INC	PO-303424	54,031.36
158912	ALPHA VISTA SERVICES INC	PO-301925	7,592.00
158913	AUTISM BEHAVIOR CONSULTANTS	PO-301966	5,269.00
158914	AUTISM INTERVENTIONS	PO-301969	1,752.00
158915	AUTISM SPECTRUM THERAPIES	PO-301968	1,701.25
158916	BOCKLER, BRIAN & TINA	PO-301955	650.00
158917	CATHEDRAL HOME FOR CHILDREN	PO-303302	4,560.00
		PO-303303	2,280.00
		PO-303346	13,072.00
158918	CENTER FOR AUTISM &	PO-301964	2,316.56
		PO-302282	192.75
158919	CREATIVE PATHWAYS TO	PV-012479	6,600.00
158920	CROMWELL, PATRICIA	PO-301501	150.00
158921	DEVEREUX ARIZONA	PO-301362	2,013.76
158922	DEVEREUX FOUNDATION	PO-302086	1,148.00
		PO-302087	1,148.00
158923	DYSART, RUSS	PO-301357	309.40
158924	HEAR NOW ABRAMSON AUDIOLOGY	PO-301926	2,125.00
158925	HEAR NOW dba	PO-303499	2,680.00
158926	HERBERT, DEBRA	PO-301981	1,440.00
		PO-301990	1,080.00
		PO-301991	340.00
		PO-301992	360.00
		PO-302276	1,440.00
		PO-303471	360.00
158927	KENNEY, ROBERT AND MARIE	PO-301635	2,045.00
158928	LEISURE CARE NURSES REGISTRY	PO-301345	4,522.00
		PO-302973	3,353.50
158929	MCILLVAIN, STEPHANIE & PATRICK	CL-000309	3,549.00
158930	OCEANVIEW SCHOOL	PO-300418	3,116.00
		PO-301962	2,904.00
		PO-302984	1,912.00
158931	ORANGE COUNTY THERAPY SERVICE	PO-301887	7,600.00
158932	ORANGE CTY DEPT EDUC	PO-301638	327,704.16
158933	ORANGE CTY TESTING SERV	PO-300889	47.00
158934	PATTERSON, PAMELA	PO-301634	1,500.00

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Warrant Number	Name of Payee	Reference Number	Amount
158935	PAUL ALAN DORES	PO-301499	2,400.00
158936	RAINBOW CONNECTION	PO-300861	309.00
158937	RANGEL-FRIEDMAN, DEBORAH	PO-301359	816.81
158938	ROZENBERG, ABBY	PO-301129	1,500.00
158939	SPEECH & LANGUAGE DEVEL	PO-301364	5,349.00
		PO-301365	5,212.63
158940	SUMMIT SPEECH PATHOLOGY SV INC	PO-302545	8,112.00
158941	THERAPEUTIC EDUCATION CENTER	PO-301630	3,630.00
		PO-301631	1,350.00
158942	ANDERSON, LAURA	PV-012514	81.49
158943	BEHLE, HEATHER	PV-012530	122.24
158944	BUMATAY, ANDREW	PV-012531	147.82
158945	BURNS, THOMAS	PV-012532	230.87
158946	CABRAL ROOFING & WATERPROOFING	PO-302546	5,541.18
158947	CEJA, OFELIA	PV-012533	136.67
158948	CHRISTENSEN, LAWRENCE	PV-012534	346.31
158949	COMMERCIAL FENCE & IRON WORKS	PO-301237	883.67
158950	CURRAN, KATHRYN	PV-012535	62.33
158951	DENNIS, SUSAN	PV-012536	60.03
158952	DISCOUNT OFFICE SERVICES	PO-300045	56.52
		PO-301609	138.02
		PO-301828	801.49
		PO-302483	61.66
158953	FESKENS, SCOTT	PV-012537	10.97
158954	FIELDS, SANDRA	PV-012538	757.91
158955	GEISENS AUTO UPHOLSTERY	PO-300707	559.82
158956	GENERAL BINDING CORP	PO-303155	1,794.38
158957	JONES, DEE	PV-012539	81.49
158958	LAKESHORE LEARNING MATLS	PO-303017	265.75
		PO-303226	32.13
158959	LAVIN, MARIA	PV-012540	747.04
158960	LONG, LORI	PV-012541	73.88
158961	MANCLARK, KIRK	PV-012542	136.00
158962	MORIN, ASHTON	PV-012543	122.24
158963	MURTAUGH, SHERRY	PV-012544	894.03
158964	PACIFIC PLUMBING COMPANY OF	CL-001452	4,674.24
158965	PLASCENCIA, ILENE	PV-012545	81.49
158966	PRISTLEY, VICKI	PV-012546	55.41
158967	ROBERTSON, DEBRA	PV-012547	449.85
158968	RUTHERFORD, JENNIFER	PV-012548	203.73
158969	STATE BD EQUALIZATION	PV-012470	1,255.00
158970	STEVENS, CECILY	PV-012549	355.32
158971	SURLOW, BARBARA	PV-012550	336.51
158972	VANHEYDOORN-MOORE, RUDI	PV-012551	184.70
158973	WOODHOUSE, CELESTE	PV-012552	122.24

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Warrant Number	Name of Payee	Reference Number	Amount
158974	LAKESHORE LEARNING MATLS	PO-301650	156.05
		PO-301895	276.89
		PO-303223	256.10
158975	CAPISTRANO UNIFIED SCHOOL DIST	CM-010074	274.40-
		CM-010075	9.72-
		CM-010076	7.84-
		CM-010077	8.82-
		PO-300172	38,000.73
158976	CONNECTICUT GEN LIFE INS CO	PO-300173	14,264.62
158977	CONNECTICUT GENERAL LIFE	PO-300170	35,534.55
158979	CORVEL CORPORATION	PO-300174	34,951.68
158980	COUNTY OF ORANGE	PO-303030	50.00
158981	JFK TRANSPORTATION CO INC	PV-012480	112.50
158982	SOUTHERN CALIFORNIA GRAY LINE	PV-012522	1,499.02
158983	ARTINGER, TRACEY	PV-012481	35.50
158984	BOLLA, BRENDA	PV-012501	61.00
158985	BUSH, VIRGINIA	PV-012482	124.00
158986	BUTLER, SUSAN	PV-012483	60.00
158987	CARLISLE, TERESA	PV-012484	34.50
158988	CLIFT, LYNNETTE I	PV-012486	50.50
158989	COX, LINDA	PV-012487	103.50
158990	DARAKJIAN, CAROLE	PV-012490	111.50
158991	ENRIQUEZ, MICHELLE L	PV-012491	101.50
158992	FREDRIKSZ, LAURA	PV-012492	69.00
158993	FREEMAN, DENENE	PV-012493	16.50
158994	GILL, ARVINDER	PV-012494	86.00
158995	HATLER, JAIME	PV-012496	194.00
158996	KENNEY, VALERIE	PV-012502	4.00
158997	KLISTER, PAMELA	PV-012503	30.50
158998	MANDERBACH, KAREN	PV-012504	74.50
158999	MANNAERT, BREE	PV-012506	102.00
159000	MANZOTTI, MARIA	PV-012507	18.00
159001	MCKEE, DANISE	PV-012509	119.00
159002	METTERT, LISA M	PV-012511	60.00
159003	NAPORA, NOELLE	PV-012512	22.50
159004	PARKER, LAURA	PV-012513	59.50
159005	PINKERTON, DAN	PV-012515	124.00
159006	RASHIDI, AKRAM KIM	PV-012517	80.00
159007	RIEGERT, KAREN	PV-012518	116.00
159008	ROCHE, ANN	PV-012519	173.50
159009	ROGERS, MALISSA	PV-012520	9.00
159010	SAUER, ASHLEIGH	PV-012521	89.50
159011	SCOTT, RYAN	PV-012523	24.00
159012	SHAPLAND, CHERYL	PV-012524	73.00
159013	VALENCIA, DANIELLE	PV-012525	20.00

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Warrant Number	Name of Payee	Reference Number	Amount
159014	WESTON, KELLY	PV-012526	78.00
159015	WHITE, BRANDI	PV-012527	62.00
159016	WILSON, TAMMY	PV-012528	30.00
159017	WOLFSON, DONNA	PV-012529	66.50
159018	ACTION LEARNING SYSTEMS INC	PO-302040	4,000.00
159019	ATKINSON ANDELSON LOYA	PO-302543	117.50
159020	CAMPCO	PO-301492	9,100.00
159021	CINTAS CORP	PO-300320	641.81
159022	CROWE, ERIN	PO-303581	215.00
159023	DEVELOPMENTAL RESOURCES	PO-302807	258.00
159024	LOS ANGELES FREIGHTLINER	PO-301057	278.87
159025	PACIFIC AUDIOLOGICS	PO-300514	12,695.00
159026	PYRAMID ED CONSULTANTS	PV-012516	74.00
159027	STUTZ ARTIANO SHINOFF & HOLTZ	PO-301913	7,728.64
159028	ACADEMIC CHESS	PV-012508	26,049.58
159029	BLUE CREW BASEBALL CAMP, THE	PV-012505	880.00
159030	BRUMMETT, ELIZABETH	PV-012497	2,496.20
159031	CAMPCO	PV-012489	3,974.43
159032	CHOU, LING D.	PV-012499	252.00
159033	FIT KIDS AMERICA	PV-012510	21,843.89
159034	GRAHAM-SAFFORD, MARGARET E	PV-012500	3,923.50
159035	OC ART STUDIOS	PV-012498	4,425.40
159036	WALTON, MARINA	PV-012495	1,747.03
159037	METROPOLITAN EMPLOYEES	PO-300163	3,726,249.74
		PO-300171	22,044.00
159038	COX COMMUNICATIONS	PO-301249	14,308.69
159039	MERCURY DISPOSAL SYSTEM INC.	PO-301050	3,756.67
159040	ORANGE CTY HEALTH AGENCY	PO-302368	313.50
159041	ORIENTAL TRADING CO	PO-301585	27.97
159042	RICKS TRAILER SUP	PO-301103	89.82
159043	SMART & FINAL	PO-300186	23.72
		PO-302475	63.78
159044	SMART & FINAL	PO-300788	77.85

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Warrant Number	Name of Payee	Reference Number	Amount
159045	SOUTHWEST SCHOOL SUPPLY	-	
		PO-300054	309.96
		PO-300059	69.80
		PO-300103	118.96
		PO-300104	3.67-
		PO-300162	59.14
		PO-300164	156.01
		PO-300207	27.51-
		PO-300208	184.76
		PO-300553	6.46
		PO-300620	31.12
		PO-300664	45.03
		PO-300665	69.84
		PO-300668	31.08
		PO-300669	20.31-
		PO-300740	510.56
		PO-300747	113.70
		PO-300748	142.76
		PO-300782	135.35
		PO-300798	558.21
159046	SOUTHWEST SCHOOL SUPPLY	-	
		PO-300807	186.00
		PO-300809	677.73
		PO-300811	202.72
		PO-300812	107.39
		PO-300822	1,145.89
		PO-300950	117.48
		PO-301005	
		PO-301014	154.39
		PO-301135	178.85
		PO-301409	3.38
		PO-301554	49.01
		PO-301622	107.00
		PO-301656	158.21
		PO-301657	139.42-
		PO-301660	1.04
		PO-301688	19.03
159047	SOUTHWEST SCHOOL SUPPLY	-	
		PO-301688	124.59
		PO-301734	96.40
		PO-301737	114.54
		PO-301738	800.16
		PO-301762	629.50
		PO-301804	667.27
		PO-301852	1,173.93

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159048	SOUTHWEST SCHOOL SUPPLY	PO-301852	1,936.99
		PO-301853	346.96
		PO-302048	1.04
		PO-302255	118.02
		PO-302618	373.02
		PO-302710	282.58
		PO-302714	19.80
		PO-302746	11.85
		PO-302875	217.07
		PO-302956	17.23
		PO-302994	115.32
		PO-303079	54.81
		PO-303094	417.26
		PO-303096	56.57
		PO-303266	445.66
		PO-303279	54.59
		PO-303282	65.09
		PO-303389	130.89
159049	TUTTLE-CLICK FORD	PO-303642	47.71
159050	UNISOURCE CORP	PO-300143	961.13
159051	WATERLINES TECHNOLOGIES INC	PO-303027	2,571.12
159052	WAXIE	PO-300401	1,348.50
		PO-302686	161.84
		PO-302815	42.41
159053	WORLD OF AWNINGS & CANOPIES	PO-303159	3,700.00
159054	ACTION LEARNING SYSTEMS INC	PO-301119	923.00
159055	ATKINSON ANDELSON LOYA	PO-301934	13,024.94
		PO-302542	3,287.38
159056	CRARY, BRENDA	PO-301936	1,729.80
159057	CSBA'S PRACTI-CAL	CM-010078	120.00-
		CM-010079	240.00-
		CM-010080	240.00-
		PO-302845	12,000.00
		PV-012606	10,560.00
159058	GARCIA, IRMA	PO-301937	1,603.80
159059	HARBOTTLE LAW GROUP	PO-301305	13,024.51
159060	LUCE FORWARD HAMILTON &	PO-302502	153.75
159061	PROFESSIONAL TUTORS OF AMERICA	PO-302156	50.00
159062	SKYHAWKS SPORTS ACADEMY INC	PO-301413	8,000.00
159063	T DAVIS & ASSOCIATES INC	PO-300095	2,916.66
159064	CRARY, BRENDA	PO-301936	130.20
159065	GARCIA, IRMA	PO-301937	376.20
159066	BARRETT, JANET S	PV-012564	113.00
159067	BEAUCHAINE, KIMBERLY	PV-012565	107.00
159068	BENE, CHERI	PV-012566	54.00

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Warrant Number	Name of Payee	Reference Number	Amount
159069	BRADY-NELSON, KAREN	PV-012568	92.00
159070	BRANNON, DESIREE	PV-012570	83.50
159071	BROWN, SUSAN L.	PV-012571	20.00
159072	BROWNE, CAROLE	PV-012572	158.50
159073	BRUNSON JR., LARRY W.	PV-012573	134.00
159074	CHARLES, KATE	PV-012574	7.50
159075	CROSS, MELINDA	PV-012575	100.00
159076	DHALIWAL, KANWAL	PV-012576	8.50
159077	DIXON, AURORA	PV-012577	61.00
159078	EDEN, CRIS	PV-012580	42.00
159079	FERGUSON, ERIN	PV-012579	83.00
159080	HIGHTOWER, SHERLIN	PV-012583	120.00
159081	HOGBIN, RICH	PV-012584	35.00
159082	JIMENEZ, DENISE	PV-012585	174.50
159083	KIMINAS, ANTHONY	PV-012586	135.50
159084	LEAHY, CHRISTINA	PV-012587	160.50
159085	LYNNE C. MORGAN	PV-012590	3.00
159086	MEISSNER, ANDREA	PV-012589	279.50
159087	RAFF, DEIDRE	PV-012592	150.00
159088	RICHARDS, GAIL	PV-012593	125.50
159089	SANDERS, LORNA L	PV-012594	76.00
159090	SHAH, RANA	PV-012595	98.50
159091	TABARI, LISA SEYEDI	PV-012596	70.00
159092	TALILI, MAILUMAI	PV-012597	133.50
159093	TERHUNE, CYNTHIA	PV-012598	146.00
159094	TURNERY, JASON	PV-012599	26.00
159095	WALTERS, ELAINE	PV-012600	40.00
159096	WHALEN, ANDREA	PV-012601	263.00
159097	BROWNE, CAROLE	PV-012572	225.50
159098	EDEN, CRIS	PV-012578	61.00
159099	FREY, DEBORAH	PV-012581	8.00
159100	GLESNER, PATRICIA	PV-012582	37.00
159101	MCMURRAY, JOYCE	PV-012588	113.50
159102	PEREZ, VIRGINIA	PV-012591	69.00
159103	ALISO NIGUEL HIGH SCH ASB	PV-012604	90.00
159104	BARRON, JUDE	PV-012607	3.00
159105	BELMAN, RICARDO	PV-012608	67.00
159106	BOWEN, ANDRIKA	PV-012609	85.91
159107	BRANTLEY, KATHLEEN	PV-012610	12.00
159108	CAHILL, STEPHEN	PV-012611	23.40
159109	HAACK, KATHI	PV-012614	35.86
159110	HENRY, JUDITH	PV-012616	249.04
159111	HERNANDEZ, CHRISTOPHER	PV-012617	58.00
159112	JERGENSEN, DOMINIQUE	PV-012618	44.00
159113	KELLMAN, HAYLEY	PV-012619	89.42

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....02/08/11

Warrant Number	Name of Payee	Reference Number	Amount
159114	KHALAF, REEM	PV-012623	54.54
159115	LIGH, FRANKLIN	PV-012626	71.00
159116	LOBE, CULLEN	PV-012627	70.00
159117	LOYA, CLAUDIA	PV-012628	84.00
159118	MANAGEMENT ONE	PV-012630	64.00
159119	NELSON, GABRIELLE	PV-012631	66.00
159120	OKAS, EVAN	PV-012640	70.00
159121	PAVON, DAVID ALONSO	PV-012641	70.00
159122	PEREZ, LINA	PV-012642	56.75
159123	STRICKLAND, GERRY	PV-012646	58.00
159124	THOMPSON, JENNA	PV-012647	71.00
159125	UBURTIS, JESSICA	PV-012648	5.00
159126	ZALLAR, SUE	PV-012649	158.17
159127	ARREOLA, NATALIE	PV-012605	200.00
159128	GARSHASBI, NAGHMEN	PV-012612	200.00
159129	GOODBRAND, GINA	PV-012613	384.00
159130	KESSLER, MARIA	PV-012622	285.00
159131	KILMER, BRANDI	PV-012624	285.00
159132	RADICE, JESSICA	PV-012644	87.00
159133	RODRIGUES, THAIS	PV-012645	409.00
159134	APPLE COMPUTER INC	PO-302643	19,521.48
		PO-303128	3,665.69
		PO-303315	2,154.87
		PO-303316	2,154.87
		PO-303319	1,439.40
159135	DELL MARKETING L P	PO-303141	1,170.59
159136	INSIGHT SYSTEMS EXCHANGE	PO-303415	1,117.06
		PO-303416	1,675.61
		PO-303417	1,685.60
		PO-303418	1,117.14
		PO-303419	455.40
159137	ACCURATE LABEL DESIGNS	PO-303292	78.95
159138	APPLIED HUMAN FACTORS INC	PO-303103	160.00
159139	ASCD	PO-303539	89.00
159140	B & H PHOTOGRAPHY	PO-302964	4,023.95
		PO-302966	623.52
		PO-303095	127.30
		PO-303097	
		PO-303098	189.00
		PO-303455	244.45
159141	BADEN SPORTS INC	PO-303409	326.23

**EXHIBIT B**  
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Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....02/08/11

Warrant Number	Name of Payee	Reference Number	Amount
159142	CALIFORNIA WESTERN VISUALS	PO-302091	4,255.39
		PO-303390	9,232.88
		PO-303391	3,693.15
		PO-303392	607.91
		PO-303403	923.29
159143	CAMBIUM LEARNING SOPRIS WEST	PO-303225	3,144.02
159144	CAMCOR INC	PO-303453	279.27
		PO-303477	558.86
159145	CANNON SPORTS INC	PO-303408	162.04
159146	CCS PRESENTATION SYSTEMS INC	PO-303449	424.13
159147	COMMUNICATIONS USA	PO-303358	1,940.30
159148	CURRICULUM ASSOCIATES	PO-303053	1,314.89
159149	DAVE BANG ASSOCIATES INC	PO-303060	842.81
159150	DIGITAL SPORTS VIDEO INC	PO-302578	3,055.88
159151	ENABLING DEVICES	PO-303326	329.80
159152	ESTRELLITA PUBL	PO-301732	1,468.13
		PO-303137	1,125.56
159153	FOLLETT EDUCATIONAL SVC	PO-302201	231.31
159154	FOLLETT LIBRARY RESOURCES	PO-303364	183.35
159155	GOPHER ATHLETIC/SPORTS	PO-302476	279.80
		PO-303407	486.97
159156	HOUSE OF BATTERIES	PO-303100	379.14
159157	IBBS	PO-302212	1,830.81
		PO-302795	247.41
		PO-303273	92.98
		PO-303329	746.87
		PO-303331	882.48
		PO-303335	115.28
159158	JIST PUBLISHING	PO-303010	367.96
159159	JOHN DEERE LANDSCAPES	PO-300451	1,216.64
159160	LINGUI SYSTEMS INC	PO-303458	177.80
159161	ORANGE COUNTY PROBATION DEPT	PO-300450	1,300.00
159162	GENERATOR SERVICES CO INC	PO-300390	424.27
		PO-303680	321.98
159163	LAKESHORE	PO-303212	205.09
159164	US BANK CORP PAYMENT SYSTEM	-	
		CM-010081	156.12-
		CM-010082	220.44-
		PV-012615	200.00
		PV-012621	442.98
		PV-012625	2,803.66
		PV-012637	2,714.72
		PV-012653	1,709.32
159165	US BANK CORP PAYMENT SYSTEM	PV-012653	659.62
159166	LAKESHORE LEARNING MATLS	PO-301895	488.39

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....02/08/11

Warrant Number	Name of Payee	Reference Number	Amount
159167	US BANK CORP PAYMENT SYSTEM	PV-012637	819.71
159168	US BANK CORP PAYMENT SYSTEM	PV-012656	94.51
159169	BENE, CHERI	PV-012629	21.00
159170	BRUNSON JR., LARRY W.	PV-012632	33.00
159171	CENTER FOR DRUG-FREE	PO-303165	99.00
159172	EPS/SCHOOL SPECIALTY	PO-303480	556.00
159173	HOOPER, GWYNETH	PV-012633	12.00
159174	HUTCHINSON, BARBARA	PV-012634	279.00
159175	JEAN, AMANDA	PV-012635	395.82
159176	JONES, JOSEPH	PV-012636	32.00
159177	PASSARELLI, KENDRA	PV-012638	251.32
159178	TRITZ, RICHARD &/OR JULIE	PV-012639	143.82
159179	MCCARTNEY, KRISTEN	PV-012643	720.00
159180	SC BASEBALL	PV-012650	2,470.00
159181	CITY OF SAN CLEMENTE	PO-300466	4,896.83
159182	CITY OF SAN JUAN CAPISTRANO	PO-303026	3,905.33
159183	COUNTY OF ORANGE-WASTE MNGT	PO-300276	2,332.35
159184	SAN DIEGO GAS & ELECTRIC	PO-300464	66,990.14
159185	SANTA MARGARITA WATER	PO-300463	1,383.51
159186	SO CAL GAS CO	PO-300274	16,034.87
159187	SOUTHERN CALIFORNIA EDISON	PO-301282	37,846.19
159188	ATTAINMENT COMPANY	PO-303219	101.79
159189	BATTERIES PLUS	PO-300332	149.53
159190	CINTAS CORP	PO-300320	1,669.31
		PO-301205	135.48
159191	CONSOLIDATED ELECT DISTR	PO-303352	2,258.30
159192	COOK EQUIPMENT COMPANY OF	PO-300431	450.07
159193	FACING THE FUTURE	PO-303440	136.85
159194	FARINO DESIGN & CONSTRUCTION	PO-303535	4,800.00
		PO-303584	9,150.00
159195	FISHER SCIENTIFIC	PO-303376	2,035.37
159196	FLEET SERVICE SPECIALIST LLC	PO-300972	1,927.61
159197	GANAHL LUMBER	PO-300315	80.58
159198	HIRSCH PIPE & SUPPLY	PO-302198	209.96
159199	HOUGHTON MIFFLIN HARCOURT PUB	PO-303368	431.01
159200	HYDRO-SCAPE PRODUCTS INC	PO-300448	106.43
159201	IDEAS PPC INC	PO-302940	1,359.38
159202	LAWNMOWERS ETC	PO-300452	1,929.37
159203	LESLIES SWIMMING POOL SUPPLY	PO-300292	244.82
159204	TROXELL COMM INC	PO-303085	155.52
159205	DISCOUNT SCHOOL SUPPLY	PO-302691	137.56
159206	IRON MOUNTAIN	PO-300161	157.56
159207	CAPISTRANO UNIFIED SCHOOL DIST	PO-300172	86,947.47
159208	ACOSTA, BRENDA	PV-012679	162.00
159209	CROSS, MINDY	PV-012681	75.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....02/08/11

Warrant Number	Name of Payee	Reference Number	Amount
159210	CUNNINGHAM, CHADWICK	PV-012682	72.50
159211	DARAKJIAN, CAROLE	PV-012683	103.50
159212	DARLING, MARTY	PV-012684	235.50
159213	EXWORTHY, MARK	PV-012685	267.00
159214	FREEMAN, DENENE	PV-012686	16.50
159215	GRAY, LISA	PV-012687	166.50
159216	HADDY, KATHY	PV-012688	9.00
159217	HARMAN, NANCY	PV-012689	24.00
159218	HARVEY, LAUREN	PV-012690	81.00
159219	HERTZ, JANA	PV-012691	111.00
159220	HERVEY, ROBIN	PV-012692	126.00
159221	HUYNH, TINA	PV-012693	140.50
159222	JOHNSON, CONSTANCE	PV-012694	53.50
159223	JONES, JOSEPH	PV-012695	131.00
159224	KAROLYS, ANDREA	PV-012696	89.50
159225	KELLMAN, KATHLEEN	PV-012697	86.00
159226	LAUBACH, LYNELLE	PV-012698	42.00
159227	LYNNE C. MORGAN	PV-012701	4.00
159228	MALONE, JULEE	PV-012699	175.50
159229	MATIENZO, NINA RIE	PV-012700	77.00
159230	PETTEY, STEPHANIE	PV-012702	225.50
159231	ROCHE, ANN	PV-012703	140.50
159232	THORNBURG, QUIN	PV-012704	72.00
159233	TUCKER, MARYANN	PV-012705	51.00
159234	VARGAS, DAVID	PV-012706	181.50
159235	WEIS-DAUGHERTY, DENISE	PV-012707	113.50
159236	WOBST, JUDY	PV-012708	10.00
159237	BROCKMAN, CARY	PV-012680	80.50
159238	AUGUSTIN EGELSEE LLP	PO-303735	12,400.00
159239	ACETEC SECURITY SYSTEMS	PO-300358	5,967.00
159240	APPLE COMPUTER INC	PO-303129	126.15
159241	ARAMARK	PO-300961	496.77
159242	BENS ASPHALT	PO-303164	21,130.30
		PO-303176	1,500.00
		PO-303184	4,449.10
159243	BLAIRS TOWING	PO-302104	350.00
159244	BYTES OF LEARNING INC	PO-303569	699.00
159245	CAL-STATE AUTO PARTS INC	PO-300965	20.17
159246	CALIFORNIA WESTERN VISUALS	PO-303268	607.91
		PO-303269	2,769.86
159247	CAROLINA BIOLOGICAL SUPPLY CO	PO-303215	119.41
159248	CINTAS CORP	PO-300320	1,696.17
		PO-301205	135.48
159249	CLEAN ENERGY	PO-300967	3,461.27
159250	CONSOLIDATED ELECT DISTR	PO-303352	547.27

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....02/08/11

Warrant Number	Name of Payee	Reference Number	Amount
159251	DAVE BANG ASSOCIATES INC	PO-303134	1,326.55
159252	EBERHARD EQUIPMENT	PO-301299	1,740.00
159253	EL NIGUEL COUNTRY CLUB	PO-302296	734.06
159254	F SOLUTIONS	CL-000770	400.00
159255	HAAN CRAFTS	PO-300850	895.14
159256	HITT MARKING DEVICE	PO-300046	100.13
159257	JOHNSTONE SUPPLY	PO-302199	2,288.96
		PO-303523	9,876.84
159258	KELLY PAPER COMPANY	PO-300246	503.92
159259	PACIFIC ROOFING SYSTEMS	PO-303186	5,898.00
		PO-303248	5,898.00
		PO-303251	4,934.00
159260	UNITED RENTALS	PO-300252	28.28
159261	ARROWHEAD WATER	PO-301541	26.95
		PO-301542	48.50
159262	MOBILE MODULAR	PO-300278	610.00
159263	OCDE/MEDIA SERVICES	CL-001164	112.50
159264	ORANGE COUNTY REGISTER	PO-300698	934.56
159265	ORANGE CTY HEALTH AGENCY	PO-301626	45.00
159266	PEACHTREE BUSINESS PROD	PO-302666	147.00
159267	PRAXAIR	PO-301487	441.51
159268	RADIO SHACK	PO-300508	69.22
159269	RICKS TRAILER SUP	PO-301103	169.19
159270	RINCON TRUCK PARTS	PO-301227	8,377.80
159271	SAFETY KLEEN CORP	PO-300795	90.41
159272	SIGNS AND CREATIONS UNLIMITED	PO-303527	609.00
159273	SMART & FINAL	PO-300694	12.48
159274	SO COAST DISTRIBUTING CO	PO-300399	20.50
159275	SOUTH COAST ANSWERING SERVICE	PO-300477	128.15
159276	TRUE GRITS	PO-301861	774.88
		PO-302732	4,239.62
159277	TUTTLE-CLICK FORD	PO-301224	143.14
159278	TYPING MASTER	PO-301404	46.90
159279	VERNON LIBRARY SUPPLIES INC	PO-301624	233.31
159280	VISTA PAINT CORP	PO-300497	54.46
159281	WATERLINES TECHNOLOGIES INC	PO-303027	815.81
159282	WAXIE	PO-302924	42.41
159283	WEST-LITE SUPPLY CO INC	PO-300123	1,164.71
159284	WRESTLINGMART.COM	PO-302339	482.06
159285	XPEDX	PO-300261	796.41
159286	IMAGE 2000	PO-303489	971.34
159287	OCEAN INSTITUTE	PO-303690	794.00
159288	PALI MOUNTAIN INSTITUTE	PO-303394	21,925.00
159289	SCHOOL SPECIALTY	PV-012711	90.21
159290	SEA WORLD SAN DIEGO	PO-302444	15,350.00

**EXHIBIT B**  
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Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....02/08/11

Warrant Number	Name of Payee	Reference Number	Amount
159291	TRANSPORTATION CHARTER SERVICE	PV-012710	1,105.00
159292	CAPISTRANO CONNECTIONS ACADEMY	PV-012712	8,656.00
		1,014 Warrants	\$9,545,228.68

**EXHIBIT B**  
**(33 of 33))**



**Capistrano Unified School District  
Bids/RFP-Qs/Piggyback Bids**

<b>VENDOR</b>	<b>BID NO. / BID TITLE</b>	<b>BOARD APPROVAL DATE</b>
A&R Wholesale Distributors, Inc.	Bid No. 0708-21 Grocery Products	5/12/2008
A&R Wholesale Distributors, Inc.	Bid No. 0708-24 Snack and Beverage Products	5/12/2008
Achieve! Data Solutions, LLC	RFP No. 7-0708 Instructional Student Assessment Data Management System	2/11/2008
American Logistics Co., LLC	Bid No. 0607-06 Outsource Transportation Services	9/11/2006
AMS.NET Inc.	California Multiple Award Schedule Contract No. 3-03-40-0291K, Cisco Products	5/11/2010
AMS.NET Inc.	California Multiple Award Schedule Contract No. 3-09-70-0291Q, Electronic Data Processing (EDP) Equipment and Service	4/13/2010
AMS.NET Inc.	Western State Contracting Alliance (WSCA) Cisco Networking Communications and Maintenance	11/9/2010
ASR Food Distributors, Inc.	Bid No. 0910-01 Produce	6/8/2009
B&H Photo Video Pro-Audio	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Ben's Asphalt, Inc.	Bid No. 1011-01 Asphalt Paving, Sealcoating and Repair	6/15/2010
Bergman & Dacey, Inc.	RFQ No. 10-0809 General Legal Services	12/15/2009
Berkeley Street Beverage Company	Bid No. 0708-23 Frozen Beverage Service	6/16/2008
Best Best & Kreiger	RFQ No. 10-0809 General Legal Services	12/15/2009
Blue Bird Corporation	Waterford USD School Bus Bid	12/11/2006
Bowie, Arneson, Wiles, and Giannone	RFQ No. 10-0809 General Legal Services	6/15/2010
California Western Visuals, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Camcor, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
CCS Presentation Systems, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
CDWG	Western State Contracting Alliance (WSCA) Cisco Networking Communications and Maintenance	11/9/2010
Certified Transportation Services, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Cintas Corporation	RFP No. 3-1011, Uniform Service	12/7/2010
Commercial Fence & Iron Works, Inc.	Bid No. 0708-04 Fencing Materials, Repair, and Installation	6/25/2007
Concepts School and Office Furnishings	Newport-Mesa USD Bid No. 106-10, School and Office Furniture	8/10/2010
Culver-Newlin, Inc.	Newport-Mesa USD Bid No. 106-10, School and Office Furniture	8/10/2010
D&D Security Resources, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Dannis Woliver Kelley (DWK)	RFQ No. 10-0809 General Legal Services	12/15/2009

**Capistrano Unified School District  
Bids/RFP-Qs/Piggyback Bids**

<b>VENDOR</b>	<b>BID NO. / BID TITLE</b>	<b>BOARD APPROVAL DATE</b>
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 09-01, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/13/2010
David Castaneda Distributing, Inc.	Bid No. 0910-06 Bakery Products	8/11/2009
David Taussig & Associates, Inc.	RFP No. 5-0708 Special Tax Consulting Services for Public Financing	4/21/2008
De La Rosa & Co.	RFQ No. 5-0910 Underwriter Services	12/15/2009
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule Contract No. 3-94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment	7/21/2008
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting	12/8/2008
Edenco, Inc.	RFQ/P No. 2-1011, Construction Manager/District Representative	9/28/2010
ePoly Star, Inc.	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
Fusionstorm	Californai Multiple Award Schedule Contract No. 3-10-70-2039d, Cisco Auto Distribution, Internet Encryption and Firewall, LanWan Wireless Network, Network Component	10/12/2010
Gilbert & Stearns, Inc.	Bid No. 1011-02 Electrical Service	6/29/2010
Gold Star Foods	Bid No. 1011-05 Frozen Food Products	3/10/2008
Gold Star Foods	Bid No. 0708-21 Grocery Products	5/12/2008
Grainger Industrial Supply	Western States Contracting Alliance Bid No. 7066 - Industrial Supplies & Equipment, Lighting Products, Janitorial Supplies and Equipment	5/11/2010
Harbottle Law Group	RFQ No. 10-0809 General Legal Services	12/15/2009
Harris Realty Appraisal	RFQ No. 2-0809 Appraisal Services	5/11/2009
HMC Architects	RFP No. 2-0506 Architectural Services	10/16/2006
Hollandia Dairy	Bid No. 0708-17 Milk and Dairy Products	3/10/2008
Hot Dogger Tours, Inc. dba Gold Coast Tours	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
IPC (USA), Inc.	Multi-District Cooperative Bid No. 114-10, Fuel (Gasoline and Diesel)	7/13/2010
JFK Transportation, Co., Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Johnstone Supply, Inc.	County of Orange Bid No. EFZ0000087, Air Conditioning, Refrigeration Equipment, Parts and Supplies	4/13/2010
Keenan & Associates	RFQ No. 12-0809 Insurance Broker for Capistrano Unified School District's Excess Worker's Compensation Insurance	5/11/2009

**Capistrano Unified School District  
Bids/RFP-Qs/Piggyback Bids**

<b>VENDOR</b>	<b>BID NO. / BID TITLE</b>	<b>BOARD APPROVAL DATE</b>
Law Office of Caroline Zuk	RFQ No. 10-0809 General Legal Services	12/15/2009
LPA, Inc.	RFP No. 2-0506 Architectural Services	10/16/2006
Network Hardware Resale, Inc.	U.S. General Services Administration Contract No. GS-35F-0717R, Pre-Owned and Refurbished Cisco Systems Networking Equipment	11/9/2010
Notification Technologies, Inc.	RFP - Emergency Parent Notification System	9/29/2007
NvLS Professional Services, LLC	RFQ No. 1-0910 E-Rate Consultant	6/22/2009
Office Depot	Santa Ana USD Bid No. 12-08, Purchase of Instructional Supplies	7/21/2008
Orbach, Huff & Suarez LLP	RFQ No. 10-0809 General Legal Services	12/15/2009
P&R Paper Supply Co.	Bid No. 0809-11 Paper and Plastic Products for Food and Nutrition Services	6/8/2009
P&R Paper Supply Co.	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
Pacific MH Construction, Inc.	Bid No. 0708-07 Movement of Relocatable Buildings	6/25/2007
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 0708-06 Plumbing Service	6/25/2007
Paradigm Health Care Services	RFP No. 6-0910 Medi-Cal Billing Services	6/15/2010
Piper Jaffrey & Co.	RFQ No. 5-0910 Underwriter Services	12/15/2009
PJ of Orange County One, LP dba Papa John's Pizza	Bid No. 0809-03 Pizza Service	8/11/2008
PJHM Architects	RFP No. 2-0506 Architectural Services	10/16/2006
Prime Painting Contractors, Inc.	Bid No. 0708-11 Painting	6/25/2007
Quint & Thimmig LLP	RFQ No. 10-0809 General Legal Services	12/15/2009
Refrigeration Supplies Distributors dba RSD	County of Orange Bid No. EFZ0000087, Air Conditioning, Refrigeration Equipment, Parts and Supplies	4/13/2010
Roadways International, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
School Specialty, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
SchoolsFirst Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009
Silver Creek Industries, Inc.	San Gabriel USD Bid No. 16-04/05, Purchase, Installation and Transfer of DSA Approved Classroom Buildings	4/13/2010

**Capistrano Unified School District  
Bids/RFP-Qs/Piggyback Bids**

<b>VENDOR</b>	<b>BID NO. / BID TITLE</b>	<b>BOARD APPROVAL DATE</b>
SimplexGrinnell LP	General Services Administration (GSA) Contract No. GS-07F-0396M, Fire and Security Alarm and Signal Systems for Life Cycle Support Providing Design, Coding, Intergration, Testing, Deploying, Repair, Maintenance, Ancillary Services-Labor; Fire Extinguishing and Supressing Products	12/7/2010
Solag/CR&R, Inc.	Bid No. 0607-05 Service to Collect, Recycle & Dispose of Solid Waste Districtwide	7/11/2006
Southern California Gray Line	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Southwest School Supply	Santa Ana USD Bid No. 12-08, Purchase of Instructional Supplies	7/21/2008
Southwest School Supply	Placentia-Yorba Linda USD Bid No. 209-4, Purchase of Instructional and Office Supplies	1/12/2009
Staples Advantage	County of Orange Master Agreement No. MA- 017-10011795 - Office Supplies	9/14/2010
Stone & Youngberg, LLC	RFQ No. 5-0910 Underwriter Services	12/15/2009
Stradling Yocca Carlson & Rauth	RFQ No. 10-0809 General Legal Services	12/15/2009
Sysco Food Services of L.A.	Bid No. 0708-21 Grocery Products	5/12/2008
Tandus Flooring, Inc.	Bid No. 0708-05 Flooring Materials and Installation	6/25/2007
Transportation Charter Services, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Troxell Communications, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Valiant IMC	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Vavrinek, Trine, Day & Co., LLP	RFP No. 2-0708 Audit Services	4/21/2008
Waterline Technologies, Inc.	Los Angeles USD Bid No. IFB C-1030, Purchase of Swimming Pool Chemicals	3/9/2010
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	Western States Contracting Alliance (WSCA) Bid No. 7-09-79-02 - Janitorial Supplies	9/14/2010
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
West-Lite Supply Co., Inc.	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
WLC Architects, Inc.	RFQ No. 3-0708 Architectural Services for Districtwide Facilities Master Plan	2/25/2008
Xerox Corporation	California Multiple Award Schedule Contract No. 3-01-36-0030A, Purchase and Warranty of Hardware and Software, Installation, Maintenance, Software Maintenance, License and Training on Xerox Products	6/15/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 8, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **DONATION OF FUNDS AND EQUIPMENT**

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**BACKGROUND INFORMATION**

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

**CURRENT CONSIDERATIONS**

A number of gifts have been donated to the District and are listed under the staff recommendation below.

**FINANCIAL IMPLICATIONS**

Items other than cash gifts have no financial impact on the budget. Gifts of cash provide additional funds in the amount of \$372,861.11 for District schools and will be reflected in the appropriate accounts in the 2010-2011 budget.

**STAFF RECOMMENDATION**

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

<b><u>DONATED BY</u></b>	<b><u>AMOUNT</u></b>	<b><u>PURPOSE</u></b>	<b><u>SCHOOL</u></b>
Harold Ambuehl School PTA	202.77	instructional supplies	Ambuehl
Orange County United Way	164.86	instructional supplies	Ambuehl
San Juan Cap. Ed. Foundation	366.15	teacher stipends	Ambuehl
Education for Children, Inc.	8,165.03	technology	Arroyo Vista Elementary
United Way of Silicon Valley	100.00	miscellaneous supplies	Arroyo Vista Elementary
Arroyo Vista PTA	850.00	handwriting enrichment	Arroyo Vista Elementary
Melissa Molfetta	2,100.00	fourth grade field trips	Don Juan Avila ES
DJAES PTA	26,500.00	projectors and Elmo's	Don Juan Avila ES
Barcelona Hills PTA	699.00	Ultra Key 5 program	Barcelona Hills
Bathgate PTA	5,500.00	accelerated reader program	Bathgate
Edison International	112.50	general supplies	Benedict
Edison Gifts	112.50	general supplies	Benedict
Parker Aerospace	250.00	general supplies	Benedict
Freedom Communications	120.00	school supplies	Bergeson
Edison International	283.20	miscellaneous supplies	Canyon Vista
Edison International	283.20	miscellaneous supplies	Canyon Vista
Canyon Vista PTA	17,808.10	computer lab	Canyon Vista

# Donation of Funds and Equipment

February 8, 2011

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Freedom Communications	470.00	miscellaneous supplies	Castille
Edison International	150.00	miscellaneous supplies	Castille
Castille PTA	5,538.15	Apple computers	Castille
Chaparral Elementary PTA	1,750.00	SST Coordinator stipend	Chaparral
Concordia PTA	247.00	megaphones	Concordia
Concordia PTA	784.00	field trip admissions	Concordia
Concordia PTA	8,268.00	field trip admissions	Concordia
Concordia PTA	8,000.00	art program instructional aide	Concordia
CV Science Camp Foundation	3,200.00	5th grade science camp	Crown Valley
RH Dana PTA	3,000.00	field trips	RH Dana
Box Tops for Education	200.50	educational supplies	RH Dana
Freedom Communications	400.00	miscellaneous supplies	Del Obispo
Orange County Performing Arts	211.25	field trip transportation	Del Obispo
Amazon Services LLC	85.12	instructional supplies	Del Obispo
Ralphs Grocery/Kroger	620.87	instructional supplies	Del Obispo
Carl Hankey PTA	4,190.00	the primary music program	Hankey K-8
LNES PTA	3,281.00	the Meet the Masters program	Lagune Niguel
LNES Foundation	995.00	student planners	Laguna Niguel
LNES Foundation	8,000.00	an instructional assistant	Laguna Niguel
LNES Foundation	8,305.00	a 4th grade field trip	Laguna Niguel
Education for Children, Inc.	8,397.49	2010 grants	Las Flores Elementary
The Bell Tower Foundation	3,855.25	accelerated reader program	Las Flores Elementary
Las Flores Elem. Booster Club	8,050.00	outdoor science camp	Las Flores Elementary
Las Flores Elem. PTA	1,008.00	a 3rd grade field trip	Las Flores Elementary
Las Flores Elem. PTA	2,835.40	technology	Las Flores Elementary
Las Flores Elem. PTA	4,153.61	technology	Las Flores Elementary
Las Flores Elem. PTA	500.00	Risograph supplies	Las Flores Elementary
Las Flores Elem. PTA	1,590.00	field trip transportation	Las Flores Elementary
Malcom PTA	11,020.00	outdoor science camp	Malcom
Malcom PTA	1,278.75	a 4th grade field trip	Malcom
Marblehead PTA	2,070.00	field trips & transportation	Marblehead
Moulton Elementary PTA	330.00	a 2nd grade field trip	Moulton
Moulton Elementary PTA	1,675.00	the Art Masters program	Moulton
Moulton Elementary PTA	1,778.00	a 5th grade field trip	Moulton
CR&R	908.30	technology supplies	Moulton
Oak Grove School Foundation	1,150.83	technology & supplies	Oak Grove
Oso Grande PTA	6,029.23	the Meet the Masters program	Oso Grande
Oso Grande PTA	10,000.00	instructional aide added hours	Oso Grande
Oso Grande PTA	8,250.00	field trips & transportation	Oso Grande
Ladera Ranch Ed. Foundation	20,475.00	supplemental music program	Oso Grande
Ladera Ranch Ed. Foundation	1,153.95	video streaming subscription	Oso Grande
Box Tops for Education	285.70	miscellaneous supplies	Philip Reilly
Edison International	150.00	school supplies	San Juan Elementary
Mr. Mark Stoner	0.00	bottles of hand sanitizers	San Juan Elementary
Women's Club of San Juan Cap.	0.00	school supplies	San Juan Elementary
San Juan Elementary PTA	650.00	child care for PTA meetings	San Juan Elementary
Community Presbyterian	0.00	classroom supplies	San Juan Elementary
Laguna Niguel Presbyterian	0.00	classroom supplies	San Juan Elementary
Saddleback Church	0.00	classroom supplies	San Juan Elementary
Costco	0.00	classroom supplies	San Juan Elementary
Education for Children, Inc.	8,514.68	grant items	Tijeras Creek
Bell Tower Foundation	5,000.00	the Fastt Math program	Tijeras Creek
CR&R	945.00	the Fastt Math program	Tijeras Creek
Gretchen D. Calley	0.00	a Dell computer	Viejo Elementary
VDM PTA	11,070.00	field trips	Vista del Mar Elementary

# Donation of Funds and Equipment

February 8, 2011

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Mako Educational Foundation	1,432.47	miscellaneous supplies	Vista del Mar Elementary
Mako Educational Foundation	1,200.00	outdoor science camp	Vista del Mar Elementary
Wagon Wheel PTA	4,592.00	Skyhawks	Wagon Wheel
Wagon Wheel PTA	5,000.00	reading intervention program	Wagon Wheel
Wagon Wheel PTA	766.50	Discovery streaming	Wagon Wheel
Education for Children, Inc.	8,899.38	FastMath program	Wagon Wheel
Wagon Wheel Science Boosters	4,190.00	field trips	Wagon Wheel
Wood Canyon Foundation	989.02	a computer	Wood Canyon
Laguna Niguel Presbyterian	200.00	San Juan Learning Link	School Readiness
Mohammad Husain	100.00	Las Palmas Learning Link	School Readiness
Edison International	200.00	technology	Aliso Viejo Middle School
Arroyo Vista PTA	1,886.86	instructional enrichments	Arroyo Vista Middle
Arroyo Vista PTA	813.14	instructional enrichments	Arroyo Vista Middle
Education for Children, Inc.	2,249.00	technology/stage equipment	Arroyo Vista Middle
Assistance League of CapoValley	2,916.00	Links to Learning grant	Don Juan Avila Middle
Christine Telish	2,500.00	the band program	Don Juan Avila Middle
Assistance League of CapoValley	2,000.00	science equipment	Bernice Ayer Middle School
Assistance League of CapoValley	432.57	a document camera	Bernice Ayer Middle School
Edison International	280.00	supplemental materials	Bernice Ayer Middle School
Pimco Foundation	2,500.00	the band program	Don Juan Avila Middle
Assistance League of CapoValley	136.85	classroom materials	Las Flores Middle
Education for Children, Inc.	1,270.50	Discovery streaming	Las Flores Middle
Education for Children, Inc.	12,497.55	equipment	Las Flores Middle
Las Flores Middle PTA	100.00	student lunches	Las Flores Middle
Newhart Panthers Baseball Academy	150.00	supplies	Newhart
Mr. Juan Moreno	120.00	supplies	Newhart
Mr. and Mrs. Robitaille	610.00	supplies	Newhart
Ca. Retired Teachers of OC	200.00	supplies	Niguel Hills
Niguel Hills Boosters	22,220.89	security cameras	Niguel Hills
Niguel Hills Middle PTSA	1,357.65	United Streaming contract	Niguel Hills
Niguel Hills Boosters	1,245.66	a teacher MacBook	Niguel Hills
Niguel Hills Middle PTSA	326.25	a two-way radio	Niguel Hills
Niguel Hills Middle PTSA	923.29	a document camera	Niguel Hills
City of San Clemente	4,506.00	the ACTIVATE program	Shorecliffs
SMS Educational Foundation	3,532.10	SchoolLoop	Shorecliffs
Shorecliffs Middle School PTA	542.66	iPad for the principal	Shorecliffs
Mako Educational Foundation	1,000.00	the Music Department	Vista del Mar Middle
Vista del Mar PTA	1,567.40	SchoolLoop	Vista del Mar Middle
Taste for Aliso Niguel	325.00	classroom materials	Aliso Niguel High School
Marsha Bardwell	300.00	library supplies	Aliso Niguel High School
Edison International	2,129.90	supplies for teachers	Aliso Niguel High School
Exxon Mobil Corporation	750.00	miscellaneous supplies	Capistrano Valley
Jostens, Inc.	0.00	six iMac computers	Capistrano Valley
City of Laguna Niguel	4,830.00	after school tutorial program	Dana Hills
David M. Paxton	0.00	Canon cameras	Dana Hills Photography Dept.
Education for Children, Inc.	23,095.08	classroom materials	Tesoro
William Busenkell	0.00	a Dell computer	Tesoro Science Dept.
SchoolsFirst Fed. Credit Union	1,540.00	miscellaneous supplies	CUSD



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 8, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **CONSULTING AGREEMENT, GRANT EVALUATION SERVICES –  
CENTER FOR GRANTS AND EVALUATION, INC.**

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**BACKGROUND INFORMATION**

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

**CURRENT CONSIDERATIONS**

This agenda item requests approval of the attached consulting agreement to provide evaluation services for the Even Start Family Literacy Grant (Exhibit A). Such an external consulting service is a requirement of this grant.

**FINANCIAL IMPLICATIONS**

Financial Impact: \$4,100  
Funding Source: Even Start Family Literacy Grant

**STAFF RECOMMENDATION**

It is recommended the Board approve this consulting agreement to provide grant evaluation services.





## Consultant Agreement

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT" and Center for Grants and Evaluation, Inc.

hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by CONSULTANT:** Grant evaluation.

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on September 8, 2010 and will diligently perform as required and complete performance by December 31, 2011.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>DISTRICT</u>	<u>CONSULTANT</u>
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	Ms. Kim Amadore Center for Grants and Evaluation, Inc. 67 Rockrose Aliso Viejo, CA 92656

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

CONSULTANT NAME: Center for Grants and Evaluation, Inc. Contract No. C1011106

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

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

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

a. Exhibit A Fee Schedule

b. Exhibit B N/A

c. Exhibit C N/A

CONSULTANT NAME: Center for Grants and Evaluation, Inc. Contract No. C1011106

This AGREEMENT is entered into this 9th Day of February 2011.

DISTRICT:

CONSULTANT:

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

Terry Fluent, Director of Purchasing

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

Signature

Kim Amadore

Printed Name

\_\_\_\_\_  
Title

February 8, 2011  
Board Approval Date

\_\_\_\_\_  
Social Security or Taxpayer Identification



## EXHIBIT A

**Center for Grants and Evaluation, Inc.**  
Educational Consulting**Services and Fee Schedule for Evaluation of the CUSD Even Start Grant  
School year 2010-2011****SERVICES TO BE PROVIDED BY CONSULTANT (Kim Amadore, President of  
Center for Grants and Evaluation, Inc.):**

- ❖ Serve as the Evaluator for the Even Start grant.
- ❖ Provide on-going support to Even Start staff through e-mail, phone calls and monthly in-person site meetings.
- ❖ Assist Even Start staff with data collection including gathering statistics on each family.
- ❖ Monitor the database and analyze data.
- ❖ Work on the evaluation design of the program.
- ❖ Conduct a longitudinal study between Even Start children and cohort group.
- ❖ Assist with the preparation of site visits and the development of a self-study.
- ❖ Write Annual Evaluation/Continuation Report.
- ❖ Present evaluation findings to appropriate groups.
- ❖ Participate in mandated trainings paid for by consultant.

**Fee Schedule:**

Services shall take place between September 2010 to June 2011. The District shall pay the Consultant the total amount of \$4,100 for services rendered pursuant to the consulting agreement. Two invoices will be submitted within this time frame. Payment shall be made after invoice is received.

*Kim Amadore* 1-03-11

67 Rockrose Aliso Viejo, CA 92656 T: (949) 939-0240 amadoreconsulting@cox.net

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 8, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **CONSULTING AGREEMENT, ELEMENTARY MATH  
PROFESSIONAL DEVELOPMENT – MATH SOLUTIONS, A  
DIVISION OF SCHOLASTIC INC.**

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**BACKGROUND INFORMATION**

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

**CURRENT CONSIDERATIONS**

This agenda item requests approval of the attached consulting agreement for math professional development for up to 150 CUSD elementary teachers – Math Solutions, A Division of Scholastic Inc. (Exhibit A).

**FINANCIAL IMPLICATIONS**

Financial Impact: \$2,999  
Funding Source: Title 1 Staff Development

**STAFF RECOMMENDATIONS**

It is recommended the Board approve this consulting agreement for math professional development – Math Solutions, A Division of Scholastic Inc.



CONTRACTOR'S NAME: Math Solutions

CONTRACT No. 11011115



## INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Math training for CUSD teachers.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on February 9, 2011, and will diligently perform as required and complete performance by December 31, 2011.

CONTRACTOR'S NAME: Math Solutions

CONTRACT No. 11011115

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S NAME: Math Solutions

CONTRACT No. I1011115

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

**17. Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

**DISTRICT:**

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

**CONTRACTOR:**

Math Solutions  
150 Gate 5 Road  
Sausalito, CA 94965

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

CONTRACTOR'S NAME: Math Solutions CONTRACT No. I1011115

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

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

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

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>N/A</u>
c. Exhibit	C	<u>N/A</u>

THIS AGREEMENT IS ENTERED INTO THIS 9th DAY OF February, 2011.

Capistrano Unified School District

Name of District

Math Solutions

Contractor Name

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

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

Terry Fluent

Typed Name

\_\_\_\_\_

Typed or Printed Name

Director, Purchasing

Title

\_\_\_\_\_

Title

February 8, 2011

Board Approval Date

\_\_\_\_\_

Taxpayer Identification Number

7

**EXHIBIT A**  
**(7 of 8)**

## FEE SCHEDULE

Exhibit A

Name of Company or Individual  
Math Solutions, a division of Scholastic Inc.

Name of Contact  
Jane Manning Hyatt

Address  
150 Gate 5 Road, Sausalito, CA 94965

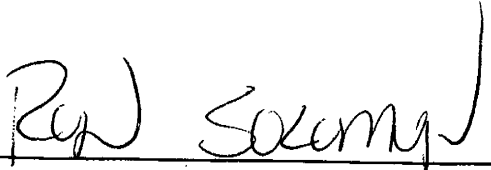
PH: 415.332.4181  
FX: 415.331.1931  
jhyatt@mathsolutions.com

Description of Services

Presentation – “Creating a Thirst for Fractions”  
February 16, 2011  
Julie McNamara

Rate of Pay & Expenses

\$2,999.00  
For up to 150 Participants

Signature  Date 1/20/11

Typed or Printed Name Ron Solomon – Director of Finance

EXHIBIT A  
(8 of 8)

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 8, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **CONSULTING AGREEMENT, ARCHITECTURAL SERVICES - PJHM ARCHITECTS, INC.**

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**BACKGROUND INFORMATION**

Consulting agreements have been processed in accordance with the rules and regulations of the Board of Trustees (Board Policies 3300, 3310, and 4126) and applicable legal requirements of the State of California. CUSD has received two grants from the South Coast Air Quality Management District totaling \$271,553 for infrastructure improvements related to developing a Compressed Natural Gas (CNG) Fueling Facility. CNG is proven technology and is a more economical fuel source than diesel fuel. Additionally, having CNG fueling capabilities on site will allow for more efficient management of CUSD resources. CUSD currently operates 20 buses that require CNG fuel. CUSD drivers must fill their buses in Irvine, which is one hour in driver time per trip.

The District has been working with the City of Aliso Viejo to obtain approval of the proposed CNG facility at the District's Aliso Viejo Transportation Center. Included within the City's requirements for a Conditional Use Permit was the preparation of a Mitigated Negative Declaration (MND) to address environmental concerns related to the CNG facility. The MND was prepared and completed as required under the California Environmental Quality Act (CEQA) and approved by the Board of Trustees on January 12, 2010. The legally mandated notification requirements were followed by advertising in the local paper. Copies of the report were also delivered to the City for their comments.

The adjacent property owner, Temple Beth El, has expressed concern about the fueling project. Temple Beth El is located immediately west of the Transportation Center. The proposed CNG facility is approximately 150' from the shared property line. At the Temple's request, on Tuesday, May 11, 2010, staff met with representatives with the City of Aliso Viejo and the Temple regarding the proposed CNG facility. The purpose of the meeting was to discuss the Temple's concerns about safety and noise associated with the installation and operation of the CNG facility. The Temple operates a preschool child care facility and elementary school, the primary reasons for their concerns. The Temple staff indicated they were not aware of the project until May 2010, and therefore did not submit comments during the environmental report period.

The Temple is chiefly concerned with the safety of the proposed facility. The Temple recommended that the District move the location of the proposed facility much further away from the Temple property line, i.e. on the other side of the transportation building. It is important to note that this option was discussed with the gas company early in the planning stages. It was not pursued because of concerns that the gas line could not be extended that far and still maintain adequate line pressure. Staff met with the gas company last year regarding the extension of the gas line to the “preferred” location. CUSD received gas company assurance that this relocation is acceptable. The design will reflect the new facility location.

CUSD personnel will re-initiate efforts with City staff and adjacent property owners to reach a project scope consensus prior to moving this project forward with the City conditional use permit process. More information has been gathered and the proposed CNG dispensing location will be adjusted. Temple Beth El input and concurrence on the new facility location is critical to ensure approval of the conditional use permit.

### **CURRENT CONSIDERATIONS**

This agenda item requests approval of the attached consulting agreement for architectural services related to the design of a CNG Fueling Facility at the Aliso Viejo Transportation Center to PJHM Architects, Inc. (Exhibit A).

### **FINANCIAL IMPLICATIONS**

When completed, the CNG facility will have a significant positive impact on the District’s general fund, as the CNG buses are currently being fueled off site at an estimated cost of \$9,000 per month for driver time and additional fuel to travel to and from Irvine. The total estimated cost to design and construct the CNG facility is \$882,450 and will be funded from a combination of grant funds and developer fees. Costs associated with preparing the construction documents will be \$63,500 and will be funded from developer fees.

Financial Impact:       \$63,500  
Funding Source:       Developer Fees

### **STAFF RECOMMENDATION**

It is recommended the Board approve this consulting agreement for architectural services related to the CNG Fueling Facility at the Aliso Viejo Transportation Center.



## Consultant Agreement

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

hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by CONSULTANT:** Architectural services for the design of a Compressed Natural Gas (CNG) fueling facility at the CUSD Transportation facility located in Aliso Viejo.

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on August 1, 2010 and will diligently perform as required and complete performance by Completion of Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>DISTRICT</u>	<u>CONSULTANT</u>
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	PJHM Architects, Inc. 647 Camino de los Mares, No. 201 San Clemente, CA 92673 949.496.6191

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

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

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

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

a. Exhibit A Fee Schedule/Proposal dated October 11, 2010

b. Exhibit B Special Conditions

c. Exhibit C N/A

CONSULTANT NAME: PJHM Architects, Inc. Contract No. C1011113

This AGREEMENT is entered into this 9th Day of February 2011.

DISTRICT:

CONSULTANT:

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

Terry Fluent, Director of Purchasing

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

Signature

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

\_\_\_\_\_  
Title

February 8, 2011

Board Approval Date

\_\_\_\_\_  
Social Security or Taxpayer Identification



EXHIBIT A

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

October 11, 2010

John Forney  
Director, Maintenance, Operations and Construction  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

**Re: Proposal for Architectural Services to provide a CNG Fueling Facility**

Dear John

PJHM Architects, Inc. is pleased to present the following proposal to you for the design of a Compressed Natural Gas (CNG) Fueling Facility at the Capistrano Unified School District Transportation Facility located at 2B Liberty, Aliso Viejo, California. This proposal is based on a Scope of Work that was discussed in meetings held at the Transportation Facility on August 26<sup>th</sup>, September 7<sup>th</sup> and September 16<sup>th</sup>. A Preliminary Project Construction Cost Estimate is attached.

**Scope of Work**

Design of a CNG Fueling Time Fill Facility to fuel 20 vehicles. Observe existing conditions. Study and determine traffic patterns and fueling stall layout. Determine electrical power supply upgrades. Assist in coordination of gas supply with the gas company. Analyze, recommend and locate all required compression and fueling equipment. Provide drawings and performance specifications. Provide bid support and bid review. Provide construction support and observation.

**Proposed Architectural Fee**

Based on the currently identified project scope listed above, PJHM Architects, Inc. proposes a Fixed Fee. We estimate our total fixed fee to be **\$63,500** based on the information provided at this time.

**Miscellaneous**

Please note that this estimate does *not* include the following services: Field Topographical Survey, Civil Engineering, Traffic Engineering Services, Geo-technical Services.

Local agency review and permitting will be obtained by the CNG Facility Contractor.

A reimbursement rate of 115% will be applied to the direct billing of reproductions, and the postage and handling of drawings, Specifications and other documents (not included herein).

Thank you for considering PJHM Architects, Inc., and we look forward to working with you on this project.

Sincerely,

Kenneth Podany  
Architect, CEO

cc: file

planning for education



647 Camino de los Mares, No. 201  
San Clemente, CA 92673  
Tel: 949.496.6191  
Fax: 949.496.0269 - RA  
pjhmaw.com

Capistrano Unified School District  
**CNG Fueling Station**  
**Preliminary Project Budget Estimate**  
18-Oct-10

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**Estimated Construction Costs**

Electrical Service Upgrades	\$25,000
Gas Service Upgrades	\$25,000 <b>Note 1</b>
Time Fill Fueling Posts (20 Hoses)	\$120,000
Compressor and Dryer Equipment (Single Compressor)	\$530,000 <b>Note 2</b>
Striping and Signage	\$5,000
Chain Link Enclosure	\$5,000
Plan Check and Permitting (By Contractor)	\$20,000

**Estimated Construction Subtotal** **\$730,000**

(Includes est. 15% Contractor Overhead, profit, GCs)

**Construction Contingency (10%)** **\$73,000**

<b>Construction Bid Estimate</b>	<b>\$803,000</b>
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**Note 1:** Supply Gas Line installation costs from street to Compressor Equipment may be partially offset by usage allowance credits. Further discussion with the gas company is required. A \$25,000 Estimate has been allocated in case of offset shortfall. (estimate)

**Note 2:** Construction estimate assumes one (1) compressor. The addition of redundant compressor is \$300,000.

**Estimated Soft Costs**

Architectural/Design Fees	Fixed	\$63,500
Plan check fees	N/A	\$0
Misc costs - printing, etc.	estimate	\$1,500
Inspection	estimate	\$13,000
Testing	estimate	\$1,450

<b>Estimated Total Soft Costs</b>	<b>\$79,450</b>
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<b>TOTAL EXPENDITURES</b>	<b>\$882,450</b>
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Note: Until scope and final design is complete, including understanding final gas pressure, construction cost estimation may vary.

planning for education



647 Camino de los Mares, No. 201  
San Clemente, CA 92673  
949.496.6191  
949.496.0269 FAX  
pjhmw.com

October 11, 2010

Randy Rowles  
Executive Director  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

**Construction Cost Estimate for CNG Time Fill Fueling Facility for 20 Vehicles**

Electrical Service Upgrades	\$25,000
Gas Service Upgrades	\$25,000*
Time Fill Fueling Posts (20 Hoses)	\$120,000
Compression and Dryer Equipment (Single Compressor)	\$530,000
Striping and Signage	\$5,000
Chain Link Equipment Enclosure	\$5,000
Plan Check and Permitting (By Contractor)	\$20,000

**Total Estimated Construction Costs** **\$730,000**

Addition of Redundant Compressor Add \$300,000

\* Supply Gas Line installation costs from street to Compressor Equipment may be partially offset by usage allowance credits. Further discussion with the gas company is required. A \$25,000 Estimate has been allocated in case of offset shortfall.

Note: Until scope and final design is complete, including understanding final gas pressure, construction cost estimation may vary.

**Cost Estimate Assumptions:**

1. Extended One (1) Year Warranty by Contractor (Does not include Scheduled Maintenance)
2. Manually Regenerative Twin Tower Dryer w/ 6 Month Minimum Recharge Frequency
3. Gas Supply will be Sized to allow for Future Expandability
4. Electrical Upgrades not Sufficient for Future Upgrades
5. Existing Electrical Conduit is Adequately Sized
6. Assumes 150 SCFM Compressor (Single Compressor without Redundancy)
7. Assumes Sound Attenuation Not Required by City
8. Assumes Aesthetic Enhancements Not Required by City
9. Assumes Similar Layout Utilized as Presented by PJHM
10. Assumes One (1) Bid Package with Single Contractor

EXHIBIT B  
SPECIAL CONDITIONS

CONSULTANT AGREEMENT NO. C1011113

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PJHM ARCHITECTS, INC.

Delete Article 9 below from original Consultant Agreement.

**9. Termination:** *DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.*

Incorporate new Article 9 into Consultant Agreement No. C1011113.

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

**Special Conditions**  
**Consultant Agreement No. C1011113**  
**Page 2**

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

Delete Article 10 below from original Consultant Agreement.

**10. Hold Harmless:** *CONSULTANT agrees to and shall defend, indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities/services provided by CONSULTANT or its subcontractors, whether authorized by this Agreement or not. CONSULTANT further agrees to waive all rights of subrogation against the DISTRICT. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of DISTRICT or any of its agents or employees.*

Incorporate new Article 10 into Consultant Agreement No. C1011113.

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

**Special Conditions**  
**Consultant Agreement No. C1011113**  
**Page 3**

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



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 8, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **INDEPENDENT CONTRACTOR AGREEMENT, PURCHASE AND  
REMOVAL OF OBSOLETE TEXTBOOKS – INDEPENDENT BOOK  
BUYING SERVICES, LLC**

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**BACKGROUND INFORMATION**

Independent contractor agreements have been processed in accordance with the rules and regulations of the Board of Trustees (Board Policies 3300, 3310, and 4126) and applicable legal requirements of the State of California.

In accordance with Board Policy 6161.3, Education Code §60510-60511 will be followed in regards to disposing of obsolete textbooks. The policy states that one of the options in dealing with out-of-date textbooks is to “conduct a sale, or sell to purchasers of obsolete books.” Therefore, the District reserves the right to utilize the services of Independent Book Buying Services, LLC (IBBS) for the purpose of removing books, selling, or recycling them. IBBS agrees to pick up the obsolete textbooks from the District warehouse or school sites free of charge, evaluate the market value of the textbooks, sell those that have value, and recycle those that have no monetary value. Monies made from the sale are returned to the District’s instructional materials account, in accordance with Education Code §60510.1 and District policy.

**CURRENT CONSIDERATIONS**

This agenda item requests approval of the attached independent contractor agreement to purchase and remove obsolete textbooks from various District sites (Exhibit A).

**FINANCIAL IMPLICATIONS**

There is no cost associated with this service. Income may be generated for books that have monetary value.

**STAFF RECOMMENDATION**

It is recommended the Board approve this independent contractor agreement to purchase and remove obsolete textbooks from various sites within the District.



CONTRACTOR'S NAME: Independent Book Buying Services, LLC CONTRACT No. I1011104



## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Independent Book Buying Services, LLC hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Purchase and removal of obsolete textbooks from individual CUSD sites.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on February 9, 2011, and will diligently perform as required and complete performance by December 31, 2011.

**CONTRACTOR'S NAME:** Independent Book Buying Services, LLC **CONTRACT No.** I1011104

**3. Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A  
Contractor to purchase obsolete textbooks from CUSD Dollars (\$ N/A ).  
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: N/A  
\_\_\_\_\_.

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

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

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

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

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

**CONTRACTOR'S NAME:** Independent Book Buying Services, LLC **CONTRACT No.** I1011104

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

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

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

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

CONTRACTOR'S NAME: Independent Book Buying Services, LLC CONTRACT No. 11011104

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

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

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

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

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

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

**CONTRACTOR'S NAME:** Independent Book Buying Services, LLC **CONTRACT No.** 11011104

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

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

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

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

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

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

**CONTRACTOR'S NAME:** Independent Book Buying Services, LLC **CONTRACT No.** I1011104

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

**17. Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

**DISTRICT:**

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

**CONTRACTOR:**

Independent Book Buying Services, LLC  
4353 Rowland Ave.  
El Monte, CA 91731

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

CONTRACTOR'S NAME: Independent Book Buying Services, LLC CONTRACT No. I1011104

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

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

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

a. Exhibit	A	<u>No Fee Schedule Exhibit</u>
b. Exhibit	B	<u>Special Conditions</u>
c. Exhibit	C	<u>Scope of Work</u>

THIS AGREEMENT IS ENTERED INTO THIS 9th DAY OF February, 2011.

Capistrano Unified School District  
Name of District

Independent Book Buying Services, LLC  
Contractor Name

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

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

Terry Fluent  
Typed Name

Joshua W. Allen  
Typed or Printed Name

Director, Purchasing  
Title

Owner/President  
Title

February 8, 2011  
Board Approval Date

14-1899118  
Taxpayer Identification Number

**EXHIBIT B**

**EXHIBIT B – INDEPENDENT CONTRACTOR AGREEMENT between  
IBBS and CUSD**

**SPECIAL CONDITIONS:**

1. CUSD District office staff (IMC) will contact IBBS when services are needed. IBBS is not to contact CUSD school sites directly to arrange for pickups of obsolete materials.
2. Only IBBS staff members are allowed to visit CUSD school campuses to pickup or deliver materials.
3. CUSD District or School site contacts will provide a list of materials to be removed up at the time of the pickup from IBBS. A copy of this list should be signed by the IBBS staff member to verify the materials taken. This document will be forwarded to the CUSD district office staff (IMC) within one week of the pickup date.
4. If the materials removed from the school site have any market value, CUSD will receive the “best price possible” from IBBS.
5. If the materials removed from the CUSD school site do not have any market value, IBBS will either donate them to other groups for instructional use (not for resale) or they will recycle them in an environmentally responsible manner. The materials will not be disposed of in landfills or in any public/private trash receptacle or property.
6. The services provided by IBBS (removal of obsolete instructional materials from CUSD sites) will be free of charge regardless of the value of the materials.

December 02-2010 -- December 02-2011

Exhibit C

INDEPENDENT BOOK BUYING SERVICES, LLC  
**AGREEMENT**

THIS AGREEMENT IS MADE BETWEEN INDEPENDENT BOOK BUYING SERVICES, LLC ("IBBS") AND THE IBBS APPROVED SCHOOL OR DISTRICT ("CAPISTRANO UNIFIED SCHOOL DISTRICT").

We agree to the following:

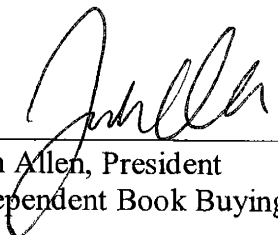
1. **IBBS**, at **IBBS'** sole cost and expense, will provide a complete assessment of all textbooks and workbooks available at a **Capistrano Unified School District** location, or **IBBS**, at its discretion, may remove materials and assess value at **IBBS'** warehouse.
2. The material assessment will consist of classifying **Capistrano Unified School District** textbooks into one of two categories: (a) Textbooks and workbooks that have current value as currently listed on **IBBS'** wholesaler buying guide; (b) Textbooks and workbooks to be recycled.
3. **IBBS** will pay the **Capistrano Unified School District** Eighty percent (80%) of **IBBS'** wholesaler's buying guide price upon assessment of category (a) items.
4. **IBBS** will provide an inventory list for category (a) items purchased from School or School District. This inventory list will include a list of category (a) items by title, quantity, and ISBN. **Capistrano Unified School District** will not receive an inventory list for category (b) items.
5. **Capistrano Unified School District** will not receive anything for category (b) items. **IBBS** agrees, at **IBBS'** sole cost and expense to discard and/or recycle category (b) items. All textbooks that do not have market value will be securely recycled with no exceptions.
6. **IBBS** agrees to provide all materials and manpower needed at no cost to **Capistrano Unifies School District**.

**Indemnification** **IBBS** shall defend, save harmless, and indemnify the **Capistrano Unifies School District** and its officers, agents, and employees for all liabilities and claims for damages for death, sickness, or injury to persons or property, including without limitation all consequential damages from any cause whatsoever arising from or connected with its services hereunder, whether or not resulting from the intentional or

negligent acts or omissions of **Capistrano Unified School District** its agents, or employees.

**Insurance** Without limiting in any way the indemnification obligations hereunder, **IBBS** shall also maintain, at *their* own expense, Workers' Compensation Insurance to provide protection against claims under applicable Worker's Compensation Acts; and, comprehensive general liability insurance to provide protection against other claims, including personal injury, bodily injury (including death) and/or property damage. **IBBS** must name **Capistrano Unified School District** additional insured on all certificates of insurance policy(s).

**Performance Clause** **IBBS** understands that the timeline for goods and/or services must be fully met and that no variation from the timeline is permitted without prior permission of **Capistrano Unified School District**.

  
\_\_\_\_\_  
Josh Allen, President  
Independent Book Buying Services, LLC

12-9-10  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Capistrano Unified School District

\_\_\_\_\_  
Date

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 8, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **INDEPENDENT CONTRACTOR AGREEMENT, CREATIVE WRITING  
ASSEMBLIES - THE IMAGINATION MACHINE**

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**BACKGROUND INFORMATION**

Independent contractor agreements have been processed in accordance with the rules and regulations of the Board of Trustees (Board Policies 3300, 3310, and 4126) and applicable legal requirements of the State of California.

**CURRENT CONSIDERATIONS**

This agenda item requests approval of the attached independent contractor agreement to provide creative writing assemblies districtwide (Exhibit A).

**FINANCIAL IMPLICATIONS**

There is no impact on the general fund. Imagination Machine assemblies, arranged on an as-requested basis, are paid for out of the requesting school site funds (PTA, gift, etc.).

**STAFF RECOMMENDATION**

It is recommended the Board approve this independent contractor agreement to provide creative writing assemblies on an as-requested basis.



CONTRACTOR'S NAME: The Imagination Machine CONTRACT No. I1011107



## INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** District wide creative writing assemblies.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on February 9, 2011, and will diligently perform as required and complete performance by December 31, 2011.

**CONTRACTOR'S NAME:** The Imagination Machine **CONTRACT No.** I1011107

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S NAME: The Imagination Machine

CONTRACT No. I1011107

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

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

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

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

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

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

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

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

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

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

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

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

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

**17. Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

**DISTRICT:**

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

**CONTRACTOR:**

The Imagination Machine  
17853 Santiago Blvd., #107-345  
Villa Park, CA 92861

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

CONTRACTOR'S NAME: The Imagination Machine CONTRACT No. 11011107

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

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

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

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>N/A</u>
c. Exhibit	C	<u>N/A</u>

THIS AGREEMENT IS ENTERED INTO THIS 9th DAY OF February, 2011.

Capistrano Unified School District  
Name of District

The Imagination Machine  
Contractor Name

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

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

Terry Fluent  
Typed Name

\_\_\_\_\_  
Typed or Printed Name

Director, Purchasing  
Title

\_\_\_\_\_  
Title

February 8, 2011  
Board Approval Date

\_\_\_\_\_  
Taxpayer Identification Number

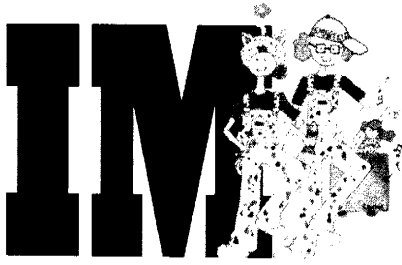


EXHIBIT A

Imagination Machine "Writing Show" Fees for Capo Unified School District,  
as of 2010-11 school year

1 performance = \$625

Each additional performance = \$325

If there is a break of an hour, or more, between the end of one performance, and the beginning of the next, there will be an additional, non-prorated \$50/hour fee. (i.e. 1 hr = \$50., 1.5 hrs = \$100, 2 hrs = \$100)

Travel fees of no more than \$75 may apply, depending on the location of the performance space. (Call for individual travel fees.)

Imagination Machine's liability insurance covers Calif. PTA. If a specific school or district needs an additional insurance rider, a \$75 fee will apply (to cover Imagination Machine's costs of obtaining rider.)

EXHIBIT A

(8 of 8)

Imagination Machine, 17853 Santiago Blvd. Suite 107-345, Villa Park, CA 92861  
Office: 714-771-2499 Fax: 866-668-5837

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 8, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **AUTHORIZATION TO ADVERTISE BID NO. 1011-15, SAN JUAN HILLS  
HIGH SCHOOL STADIUM - PHASE II**

---

**BACKGROUND INFORMATION**

In October 2001, the CUSD Board of Trustees approved the conceptual plan of San Juan Hills High School. Components of the campus plan included facilities typically found at other District high schools, including instructional and office buildings, associated infrastructure, and a full complement of recreational and other ancillary facilities.

Some of the ancillary facilities were not yet constructed when San Juan Hills High School opened. One of the facilities yet to be built was the stadium complex, inclusive of bleachers, track and turf, and associated concession and restroom buildings. The original stadium plans and specifications were approved by the California Division of State Architect (DSA) as Project No. A04-108716. In 2007, the District moved forward in completing the artificial turf, however, the installation of the all-weather track around the turf was postponed until such time as the bleachers could be constructed in order to prevent irreparable damage from construction activities.

In the spring of 2008, the District began the remainder of the stadium project by awarding the contract to build the bleachers, concession, restrooms, and track. Materials and equipment were ordered and construction began, however, during construction, a dispute occurred between the adjacent property owner (Whispering Hills, LLC), and the District regarding the north site property line. The north property line was critical to the location and construction of the home-side stadium bleachers. Despite repeated attempts to resolve the issue without disrupting the construction schedule, a change order was executed to remove the portion of work impacted by the property line dispute. The equipment and materials for the home-side bleachers were purchased by the District as part of the change order's reduced scope of work and stored off-site. Therefore, the first phase of the stadium project was completed without the home-side stadium bleachers and the synthetic all-weather sport track.

In anticipation of resolving the property line dispute, staff and PJHM Architects have investigated the current project site conditions, reviewed the original stadium drawings, and prepared an updated construction and project budget and schedule to complete the stadium. Due to their physical size, the complete set of plans and the project manual are available for review in

the Purchasing Department. The plans and the project manual will also be available in the Board room at tonight's Board meeting.

The following exhibits are attached for Trustee review:

Exhibit A – Project Site Plan  
Exhibit B – Proposed Project Timeline  
Exhibit C – Estimated Project Budget

### **CURRENT CONSIDERATIONS**

This agenda item seeks Board approval to advertise Bid No. 1011-15, San Juan Hills High School Stadium – Phase II, upon settlement of existing litigation with Whispering Hills, LLC. The proposed timeline for the bid process and project construction schedule provided in Exhibit B will be adjusted accordingly once remaining litigation is concluded.

### **FINANCIAL IMPLICATIONS**

The total cost for the San Juan Hills High School – Stadium Phase II project is approximately \$1,500,000. Exhibit C provides a detailed project estimate.

Financial Impact:      \$1,500,000  
Funding Source:        CFD 98-2

### **STAFF RECOMMENDATION**

It is recommended the Board authorize advertising Bid No. 1011-15, San Juan Hills High School Stadium – Phase II.

Construction of Home-Side Bleachers

Installation of Synthetic Track

SITE PLAN January 2007

SAN JUAN HILLS HIGH SCHOOL STADIUM  
CAPISTRANO UNIFIED SCHOOL DISTRICT

EXHIBIT A

pjhm



## **Capistrano Unified School District**

### *San Juan Hills High School Stadium – Phase II Preliminary Project Duration Schedule 1/24/2011*

Constructability Review / Revisions	Complete
Advertise for Bids	1 Month
Receive Bids & Document Review	1 Month
Award Construction Contract (Board Approval)	1 Month
Stadium & Track Construction	5 Months
Systems Commissioning – “Test and Adjust”	1 Month
CUSD Occupancy	At Completion

EXHIBIT B



Capistrano Unified School District  
**San Juan Hills High School Stadium Track Completion Project**  
*Budget Estimate*

PROJECT ACTIVITIES	Constructability with Bid / Construction Documents	Review Update	Notes and Comments
Site Prep & Sitework	\$	100,000.00	
Site Utilities	\$	65,000.00	
Miscellaneous Concrete Flatwork	\$	55,000.00	
Relocate Stadium Seating to San Juan Hills Site	\$	20,000.00	
Construction of Stadium Seating	\$	225,000.00	CUSD owns existing bleacher seating currently warehoused at Transportation South.
Construction of Press Box Elevator	\$	160,000.00	
Installation of Composite Track Material	\$	175,000.00	
Re-routing of Press Box Scoring & PA Systems	\$	20,000.00	
Replacement Parts & Pieces for Stadium Seating	\$	15,000.00	
Construction Subtotal	\$	835,000.00	
General Contractor O&P GCs - 18%	\$	150,300.00	
Construction Contingency - 15%	\$	147,700.00	
Construction Subtotal - Actual Bid Info	\$	1,133,000.00	
<b>Additional Programming Scopes</b>			
Painting of Press Box - School Logo	\$	15,000.00	
Repair of Sod & Fencing	\$	24,000.00	
Upgrade of Public Address System	\$	50,000.00	
Total Est Additional Programming Costs- Const.	\$	89,000.00	
<b>Estimated Total Construction Costs</b>	\$	<b>1,222,000.00</b>	
<b>Estimated Soft Costs</b>			
Architectural Design Fees	\$	25,000.00	
DSA Plan Check Fees	\$	15,000.00	
Cal-OSHA Inspection & Certification	\$	9,250.00	
Misc. Costs - Printing, etc	\$	15,000.00	Planwell and other publication / printing related charges
DSA Inspection	\$	78,750.00	\$75/hr x 2,100 hrs/yr x 0.50 yr (6 mos.)
Materials Testing	\$	33,000.00	3% of Construction Costs
<b>Additional Programming Costs - Soft Costs</b>			
Design Fee for Additional Programming - plhm	\$	-	
Construction Management - EdenCo (12 mos)	\$	91,000.00	EdenCo 1/3 time for 10 months
Project Controls Management Software	\$	-	Costs carried by the Pool & Capo Valley PAC Projects
On-Call Survey Services for IOR / Owner	\$	11,000.00	Confirm / Validate Pool Specifications
<b>Total Estimated Soft Costs</b>	\$	<b>278,000.00</b>	
<b>TOTAL PROJECT COST</b>	\$	<b>1,500,000.00</b>	

Budget Estimate dated Nov. 22, 2010  
Budget Estimate revised Jan. 24, 2011



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 8, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **CONSULTING AGREEMENT, ARCHITECTURAL SERVICES – WLC, ARCHITECTS, INC.**

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**BACKGROUND INFORMATION**

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

The Capistrano Valley High School Performing Arts Center (PAC) plans and specifications were prepared by WLC Architects, Inc. and approved by the Division of State Architect as Project No. A04-110424 on July 8, 2010. Authorization to advertise for bids for the project was approved by the Board on August 24, 2010. However, on September 28, 2010, the bid was cancelled to provide staff and District consultants with the opportunity to perform a constructability review and dig into the plans at a greater depth in an effort to streamline the project, identify areas where savings could be achieved, review product specifications and systems to ensure that they are consistent with District standards, and address any possible design conflicts.

The Board subsequently directed staff, with the assistance of WLC Architects, Inc., to perform an extensive constructability review of the project documents and incorporate the required constructability and District program findings into the final project plans and specifications. The constructability review is complete and highlighted several areas that require additional architectural services to incorporate those revisions:

1. Additional programming
2. Bid document modifications
3. Electrical site and promenade modifications
4. Delivery ramp relocation and ADA field access
5. Theatrical enhancements
6. Extended construction administration services

Architectural services are required to complete the improvements listed above.

### **CURRENT CONSIDERATIONS**

This agenda item requests approval of the attached consulting agreement for architectural services related to the increased scope of work for the Capistrano Valley High School Performing Arts Theater – WLC Architects, Inc. (Exhibit A).

Contract No. C0809097 with WLC Architects, Inc. was approved by the Board of Trustees on October 6, 2008, and was calculated on a sliding scale percentage based on the project's construction cost. The base contract value was determined to be \$736,131 (based on a construction cost of \$9,649,384).

District staff and WLC personnel believe the current construction value of the PAC is approximately \$12 million. This "new construction cost" would increase WLC's fees to approximately \$915,000. WLC Architects, Inc. has currently invoiced the District for \$585,000. The attached consulting agreement creates a lump sum fee that caps the professional fees charged by the architects at \$815,763 and includes the additional architectural services listed above.

### **FINANCIAL IMPLICATIONS**

An estimated savings of approximately \$100,000 will be realized over the original contract amount by incorporating this additional work and moving to a hard cap fee structure.

Financial Impact:      \$100,000 Savings

Funding Source:      CFD 87-1

### **STAFF RECOMMENDATION**

It is recommended the Board approve the consulting agreement for architectural services related to the Capistrano Valley High School Performing Arts Center.



## Consultant Agreement

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

hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by CONSULTANT:** Architectural services related to the completion of Capistrano Valley High School performing arts theater.

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on December 1, 2010 and will diligently perform as required and complete performance by completion of project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>DISTRICT</u>	<u>CONSULTANT</u>
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	WLC Architectural, Inc. 8163 Rochester Ave., Suite 100 Rancho Cucamonga, CA 91730

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

**EXHIBIT A**  
**(5 of 11)**

21. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of the AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, courts costs, and attorneys’ fees.
22. **Governing Law:** The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Orange County, California.
23. **Exhibits:** This AGREEMENT incorporates by this reference, the following exhibits, which are attached hereto and incorporated herein: (if applicable)

- a. Exhibit A Fee Schedule
- b. Exhibit B N/A
- c. Exhibit C N/A

CONSULTANT NAME: WLC Architects, Inc. Contract No. C1011116

This AGREEMENT is entered into this 9th Day of February 2011.

DISTRICT:

CONSULTANT:

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

Terry Fluent, Director of Purchasing

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

Signature

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

\_\_\_\_\_  
Title

February 8, 2011

Board Approval Date

\_\_\_\_\_  
Social Security or Taxpayer Identification

**EXHIBIT A**  
**(7 of 11)**



George M. Wiens, AIA • Robert J. Hensley, AIA • James P. DiCamillo, AIA • Glenn Ueda, AIA  
Max Medina, AIA • Kelley Needham, AIA • Kevin A. MacQuarrie, AIA

January 24, 2011

Mr. Randy Rowles  
Executive Director, Facilities and Plant Operation  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

Re: Architectural Compensation  
Capistrano Valley High School Performing Arts Theater  
Project 0814700.30

Dear Randy:

To summarize our discussions of January 19, 2011 regarding WLC Architects, Inc. compensation for the project, I have prepared this correspondence for your review and approval. In our meeting we addressed several specific topics relating to the project construction cost of the basic architectural and engineering services per the contract agreement, project schedule, requested additional services, and other outstanding topics. Our goal was to agree upon a negotiated lump sum fee for the remainder of the project. The specifics of our conversation included the following topics:

1. **Budget History**

- a. The initial construction cost based upon the CTE grant application prepared in June 2008 was \$9,864,601. The project program scope was defined and the construction documents were completed and submitted to the Division of State Architect (DSA) in May 2009. In August 2009 we submitted design plans to the State Department of Education (CDE).
- b. In June 2010 we prepared our revised construction estimate based upon the final DSA and CDE approved plans. Due to the extreme volatility of the bidding environment, our estimate varied greatly depending upon the number of bidders that might bid the project. This bidding range estimated a low bid at \$10,146,977 based on (15) or more bidders and a high range of \$11,145,680 for (5) bidders or less. On average, we expected the new construction estimate to be approximately \$10,500,000.

Mr. Randy Rowles  
Architectural Compensation  
Capistrano Valley High School Performing Arts Theater  
Project 0814700.30  
January 24, 2011  
Page 2

- c. Our current estimate now incorporates new work as described in the additional services portion of this correspondence, the low based bid previously estimated, and escalation cost. These are as follows:

Prior low range	\$	10,146,977.00
Increased scope of work		515,200.00
Escalation at 4%		426,487.00
<hr/>		
<b>Total:</b>	<b>\$</b>	<b>11,088,664.00</b>

2. **WLC Architects Base Compensation**

- a. Per our contract agreement and fee schedules, WLC Architects, Inc. total base services fee utilizing the \$11,088,664 construction cost equals \$815,763. At this time we are agreeing to convert our base services compensation to a lump sum fee of \$815,763 regardless of the final cost of the project, as long as no new scope of work is added that requires WLC to produce additional construction documents. To date, the District has paid invoicing totaling \$585,224. Therefore, the balance of **our revised base services fee will equal \$230,539**. This remaining portion of our fee will be invoiced at 10% during the bidding phase and at 90% during the construction administration phase of the project.

3. **WLC Architects Additional Services Compensation**

- a. Programming Phase additional services compensation was \$32,500. This amount was agreed to and paid prior to the start of the design phase in June 2008.
- b. The District requested that the bidding documents be modified to incorporate the addendums prepared during the prior bidding phase. Also, we modified the Special Conditions to include an itemized and detailed submittal log. These services have already been agreed to totaling \$23,480.
- c. The District requested modifications to the electrical service site design, inclusion of a entry "Promenade", and support documents for the Special Conditions. These services have already been agreed to totaling \$12,000.
- d. ADA accessibility route to the athletic field will require revisions to the civil, architectural, and landscape architect construction documents. The total additional services fee for these modifications equals \$20,000.

Mr. Randy Rowles  
Architectural Compensation  
Capistrano Valley High School Performing Arts Theater  
Project 0814700.30  
January 24, 2011  
Page 3

- e. Theatrical enhancements and lobby enlargement requires modification to the construction documents for all architectural and engineering consultants. The total additional services fee for these modifications equals \$55,000.
- f. The extended duration of the construction administration phase of the project to (22) months will require additional staffing and support by WLC. We have agreed to a lump sum additional compensation for these services for \$90,000.

- g. In summary, additional services are as follows:

Programming Phase	\$	32,500.00
Bid Document Modifications		23,480.00
Promenade and Electrical Site Modifications		12,000.00
ADA Accessibility to Fields		20,000.00
Theatrical Enhancements		55,000.00
Extended Construction Administration		90,000.00
<b>Total Additional Services:</b>		<b>\$ 232,980.00</b>

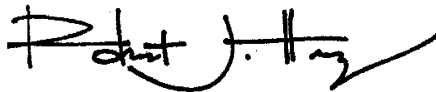
4. **Reimbursable Expenses Budget**

- a. Per Article 8 of the contract agreement, the District shall establish a budget for all reimbursable expenses. This will include all approved reimbursable expenses and specialty consultant compensation during the bidding and construction administration of the project. Based on our estimates, we would recommend that a budget balance for this category be established at \$32,000 for the completion of the project.

Mr. Randy Rowles  
Architectural Compensation  
Capistrano Valley High School Performing Arts Theater  
Project 0814700.30  
January 24, 2011  
Page 4

In summary, WLC Architect, Inc. is prepared to establish a lump sum fee for the remainder of the project based upon the agreed to fees listed as Items 1 through 4. I believe that the scope of work described above and the associated fees listed are consist with our conversation and reflect the intent of our agreement. Please call me should you have any questions or require any additional information. Upon approval of the school board and your signed authorization we will proceed with the additional services.

Authorized



ROBERT J. HENSLEY  
Architect, AIA  
LEED™ AP  
Chairman, Principal

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RANDY ROWLES  
Executive Director, Facilities and  
Plant Operation  
Capistrano Unified School District

RJH:ms/P3081470021-ltr

cc: Walt Eden, District Consultant, Capistrano Unified School District  
Nanette Piccini, Director, Accounting, Associate, WLC Architects, Inc.  
Elizabeth Sabol, Architect, AIA, LEED™ AP, Associate



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 8, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **AUTHORIZATION TO ENTER INTO A STATEMENT OF WORK  
AGREEMENT FOR INSTALLATION, TRAINING, AND SUPPORT FOR  
DEPLOYMENT OF SHAREPOINT**

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**BACKGROUND INFORMATION**

In April 2010, Capistrano Valley High School was awarded the Samsung Four Seasons of Hope Technology Giveaway grand prize. On May 11, 2010, the Board of Trustees approved and accepted the donation of \$200,000 worth of gifts. Among the gifts received, the grand prize also included \$100,000 in Microsoft licensing. A task force was organized to evaluate all available Microsoft products and develop a plan for selection and implementation. Selection had to be completed by August 15, 2010, in order to capture the \$100,000 worth of licensing. After careful review, the task force selected Microsoft SharePoint with the sole purpose of developing an online secure environment for all high school teachers to share resources and collaborate on curriculum and instruction. To create the SharePoint Professional Learning Community environment, an expert in the development and installation of this product is necessary to ensure the successful deployment of this project.

**CURRENT CONSIDERATIONS**

The Microsoft SharePoint solution is a web technology based server used to build portals, collaboration sites, and content management for our web presence. It also supports real time document management to track and manage workflow and paperwork online. Initially, and the intent of this first Statement of Work, SharePoint will provide an online portal for high school teachers to collaborate; making it easier for them to work together, share information, manage documents and align instruction. Currently, CUSD does not have an online solution to provide a Professional Learning Community (PLC) platform to aide in teacher collaboration. With SharePoint, teachers will be able to connect with their colleagues across the District, share ideas and expertise, create custom solutions for specific needs, and find the right information to make informed instructional decisions. Eventually, it will cut training and maintenance costs and save time and effort by making content and data more accessible, relevant, and timely.

To fully leverage this gift and opportunity, it is expected that the SharePoint PLC portal will be expanded beyond the high school teacher target group to all K-12 teachers and eventually to all CUSD staff to support the District Strategic Plan goals. With guidance from key stakeholders

including Human Resources, the Education Services, and Business Services, the Technology Department will lead the SharePoint project to build an intuitive resource with all divisions' needs in mind. In the future, with support from field experts, SharePoint will be fully developed to aggregate content from multiple sources of data and display it in an understandable and collaborative environment. It will allow users to analyze up-to-the-minute information and work with the data quickly and easily to identify key opportunities and trends.

This agenda item requests the approval of the attached Statement of Work agreement for installation, training, and support to CUSD staff for the deployment of the SharePoint solution (Exhibit A). The Statement of Work will provide the expert support necessary to develop the PLC portal for staff collaboration and communication.

#### **FINANCIAL IMPLICATIONS**

Financial Impact:      \$41,268  
Funding Source:      Microsoft Voucher Settlement Funds

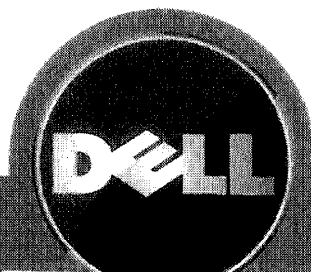
#### **STAFF RECOMMENDATION**

It is recommended the Board approve the Statement of Work agreement for installation, training, and support to CUSD staff for deploying the SharePoint hardware and software solution for the high school staff collaboration and communication portal (Exhibit A).

**Submitted to:**  
**Capistrano Unified School District**

**Submitted by:**  
**Larissa Grobe**  
**Dell Global Services**

**1/19/2011**



**EXHIBIT A**  
**(1 of 19)**

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## Statement of Work For Capistrano Unified School District

This Statement of Work ("SOW") is between Dell Marketing L.P. ("Dell"), and Capistrano Unified School District ("Customer") for the services described in this SOW (individually, the "Service" or collectively, the "Services") and is effective as of the date last executed in the Signature section below.

The Services shall be performed in accordance with this SOW and the terms and conditions specified in the Customer's separate signed master services agreement with Dell which specifically contemplates provision by Dell of professional information technology consulting services (i.e. infrastructure, implementation, configuration and/or custom application development consulting) or, in the absence of such agreement, Customer Master Services Agreement at <http://www.dell.com/cmsa> (the "Agreement"). Neither Dell nor its representatives, employees, contractors and/or subcontractors take responsibility for, nor are they liable for, any decisions made in the development of any systems, products, or software solutions that are made by, or for, Customer, or by employees or other representatives, contractors and/or subcontractors of Customer.

All Customer use of software, online services, or software-enabled services in connection with this SOW is pursuant to the terms of the individual license agreement distributed with the service or, in the absence of such an agreement, the Dell Services Acceptable Use Policy ("AUP"), which is available for review at <http://www.dell.com/AUP> and incorporated in its entirety herein by reference.

**Confidentiality:** All information supplied to Customer for the purpose of this SOW is to be considered Dell confidential.

## Microsoft SharePoint 2010

### 1.0 Overview and Shared Objectives

Capistrano Unified School District has an enrolment of approximately 52,000 students with almost 2500 teachers and 1800 support staff. Capistrano is initiating an improved web and collaboration strategy that includes deploying SharePoint 2010 for their internet portal requirements and overall collaboration strategy. Capistrano has requested Dell's support to design and deploy a SharePoint 2010 solution that enables a teacher on-line collaborative community supporting approximately 2,000 teachers across the district.

#### Methodology and Approach

Dell will use its standard solution delivery framework to manage this project. It helps to ensure solutions address specific business and technical needs, positions Capistrano for future benefits and helps them meet their schedule and budget restrictions. The process is managed through four primary phases: Solution Requirements / Envisioning; Solution Architecture / Design; Solution Development / Build-out; and Solution Deployment. While each phase is iterative, each phase culminates with specific deliverables including a confirmation of the project's goals, timeline and budget. Risks and alternatives are also evaluated to ensure the project and Capistrano can react appropriately to ever-changing internal and external business needs. The following sections describe the initial phases and associated deliverables and how it will be applied to this Project.



### Solution Requirements / Envisioning

The Solution Requirements / Envisioning phase defines the scope of the project, the project team, project sponsors, critical success factors of the project, project charter, and the project communication model.

Key topics to address in the Solution Requirements / Envisioning include:

- Gather the business and technical requirements for this Project which will define the overall vision and the limiting scope
- Define critical success factors of the Project
- Review of Capistrano environments and technical requirements, along with architectural considerations
- Deliver demonstration of collaboration and other relevant features available within the SharePoint platform for review and discussion, facilitating workshops with key users to define requirements for the Phase I deployment
- Develop, review and discuss the Solution Requirements / Envisioning document which will serve as the overall roadmap to the entire Project
- Gain written acceptance of the Solution Requirements / Envisioning document as well as refine the estimates and plan for subsequent Project phases

*The deliverable from this phase will be the Solution Requirements / Envisioning document which will clearly articulate what is in-scope and out-of-scope for the project. This document will also provide the preliminary project plan and refined estimates for the completion of the entire project as well as a detailed project, staff, communication and budget plan for the next phase, the Solution Architecture / Design.*

### Solution Architecture / Design

The Solution Architecture / Design phase is where the project goals and objectives as defined in the Solution Requirements / Envisioning phase are aligned with technical capabilities and a solution is architected. This phase requires a great deal of research and evaluation of the existing environment as well as how the technology may be implemented to fit Capistrano's needs. Key topics to address in the Solution Architecture / Design include:

- Develop a high-level architecture of the solution to meet the critical success factors of the project as defined in the Solution Requirements / Envisioning Document
- Refine the architecture into a detailed design that enumerates all of the various aspects of the solution necessary to meet the needs of the business as defined in the Solution Requirements / Envisioning Document
- Define the specific needs, criteria and architecture for the production environment, including future load-balancing, scale-up/scale-out, clustering, platform, storage, integration with Capistrano messaging systems and directory services
- Design Site Definitions and Structure, including primary sites, sub-sites, navigation and metadata.
- Design Collaborative capabilities, including content management, along with document management capabilities, including check-in, checkout and versioning; survey functionality; calendar functionality; wiki functionality; blog functionality; task functionality; contact functionality; custom list functionality; and electronic forms and workflow.
- Design of Search functionality
- Design of System Administration capabilities, include security roles, groups, exceptions, maintenance, site settings, policies, and site maintenance procedures



- Design of operational administrative capabilities, including system monitoring, benchmarking, and backup and disaster recovery methodology
- Provide thought-leadership for Phase I activities, including governance strategy for collaborative functionality and content management procedures, with Capistrano documenting this information as it relates to their environment
- Design document migration strategy based on inventory of available content
- Develop, review and discuss the Design document which will serve as the technical roadmap to the entire Project
- Gain written acceptance of the Design as well as refine the estimates and plan for subsequent Project phases.

*The deliverable from the Solution Architecture / Design phase will be a document and supporting materials that articulates the specific steps and criteria necessary to deliver the project as defined in the Solution Requirements / Envisioning Document. The Solution Design will also provide a detailed project, staff, communication and budget plan for Solution Development / Build-out and Solution Deployment phases.*

#### **Solution Development / Build-out**

This phase of the project takes the results of the design and builds it in the target environment. This phase of the project is crucial to the overall success of the project as it allows for the design to be proven in a controlled environment so that user impact is kept to a minimum. Key topics to address in the Solution Development / Build-out phase include:

- Build the target SharePoint environment to host the primary components of the designed solution, including the platform, storage, integration with Capistrano messaging systems and directory services
- Build out the Site Definitions and Structure, including sites and sub-sites, navigation, and main pages
- Implement collaborative capabilities designed, including content management, along with document management functionality; survey functionality; calendar functionality; wiki functionality; blog functionality; task functionality; contact functionality; custom list functionality; and electronic forms and workflow (as identified in the project scope requirements below).
- Implement Search functionality
- Implement System Administration capabilities, including security roles, groups, exceptions, maintenance, site settings, policies, and site maintenance procedures
- Implement operational administrative capabilities, including system monitoring, benchmarking, and backup and disaster recovery processes
- Perform document migration strategy based on inventory of available content
- Revise the Solution Architecture / Design document to reflect any necessary modifications to the proposed design required to meet production requirements defined in the Solution Requirements / Envisioning and Solution Architecture / Design phases

Throughout the Solution Development / Build-out phase, knowledge transfer will be performed to the key Capistrano team members identified, to ensure that they are better positioned to support this Phase I moving forward.



*The primary deliverable from the Solution Development / Build-out phase of the project will be a working solution. The Solution Development / Build-out deliverable will also provide a detailed project, staff, communication and budget plan for Solution Deployment phase.*

### **Solution Deployment**

The last phase of the project is the actual deployment of the system per the design as tested and proven in the Development / Build-out phase. After the deployment is complete, Dell will work with Capistrano to revisit key objectives to help ensure everything is working as planned. Before this phase is complete, the final revisions of the Solution Architecture / Design and Solution Development / Build-out deliverables will be delivered with all changes made to reflect the final production environment.

Dell agrees to deliver to Customer the Services described in Section 3 herein.

## **2.0 Project Scheduling**

This project is estimated to take eleven (11) weeks.

Phase	Estimated Duration
Solution Requirements/ Envisioning	1 weeks (onsite)
Solution Architecture/Design	3 weeks (1 week onsite)
SharePoint Deployment	7 weeks (2 weeks onsite)
<b>TOTAL</b>	<b>11 Weeks</b>

## **3.0 Project Scope and Definition**

Dell will perform the tasks for this Service as follows:

### **Solution Requirements / Envisioning**

- Review current and future requirements for SharePoint Sites functionality within the Customer environment, including the following:
  - Collaboration
  - Intranet
  - Information Architecture/User Interface
- Review current and future requirements for SharePoint Communities functionality within the Customer environment, including the following:
  - Social Networking (Teacher Collaboration around Lesson Plans)
  - Digital/Virtual Lockers
  - Blogs/Wiki's (for future use)
  - Workspace
  - Knowledge Base



- Tags, Ratings and Feedback
  - Multiple Browser Support
- Review current and future requirements for SharePoint Content Management functionality within the Customer environment including the following:
  - Document/Records Management
  - Digital Asset Management
  - Enterprise/Web Content Management
- Review current and future requirements for SharePoint Search functionality within the Customer environment, including the following:
  - People (Teacher) Search
  - Enterprise Search
  - Advanced Search
- Review current and future requirements for SharePoint Insights functionality within the Customer environment, including the following:
  - Reporting
  - Dashboards & Scorecards
  - Analytics
  - Data Visualization
- Review current and future requirements for SharePoint Composites functionality within the Customer environment including the following:
  - External Systems Integration
  - Business Process Automation (Workflows)
  - Composite Applications (Forms)
  - Lesson Plans
  - Assessment Forms
  - Teacher Forms
- Review current and future requirements for SharePoint Platform functionality within the Customer environment, including the following:
  - Logical Architecture
  - Technical Architecture
  - Taxonomy and Governance
  - Virtualization
  - Business Continuity
  - Security Model



- Develop Solution Requirements / Envisioning Document, review with Customer, and revise as necessary

#### **Solution Architecture / Design**

- Design SharePoint System Architecture
- Design SharePoint System Administration Capabilities, Features, and Configurations
- Design SharePoint System Operational Capabilities, Features, and Configurations
- Design SharePoint Sites Features and Functions
- Design SharePoint Communities Features and Functions
- Design SharePoint Content Management Features and Functions
- Design SharePoint Search Features and Functions
- Design SharePoint Insights Features and Functions
- Design SharePoint Composites Features and Functions
- Design SharePoint Platform Features and Functions
- Define Migration Plan
  - Review Current Use of Files Shares and Evaluate Migration Options for teacher's personal file folders.
  - Review Current/Future Use of Shared Calendars
- Define Scope and Plan for SharePoint 2010 Phase 1 with Customer
- Develop Solution Architecture / Design Document, review with Customer, and revise as necessary

#### **Phase I: SharePoint Deployment (6 weeks)**

- Prepare Environment Document, review with Customer, and revise as necessary
- Install / Configure SharePoint 2010 in designated server farm configuration ( i.e. 2 WFE, 1 Apps, 2 SQL (Active/Server) as outlined in Environment Document
  - Architecture
    - Taxonomy/Governance Architecture
    - Information Architecture/User Interface Design
    - Associated content Metadata as defined in the Envision and Design phase
  - Communities
    - Social Networking (Teacher Collaboration around Lesson Plans)
    - Digital/Virtual Lockers
    - Workspace
    - Tags, Ratings and Feedback
    - Browser Support



- Content Management
  - Content Migration – limited as defined in the Envision and Design phase
  - Document Management
  - Digital Asset Management
  - Enterprise/Web Portal Content Management
- Search
  - Complete Standard installation documentation for deliver to Customer
  - Implement maintenance and back up procedures within SharePoint 2010 farm per standard Dell recommendations

#### User Interface Design

- Advanced User Interface Customizations
- Develop one (1) administration template based on custom user interface design

As used in this SOW, knowledge transfer, demonstrations and documentation, and all references thereto, and the pricing quoted herein specifically exclude any Dell training and certification services. Knowledge transfer outlines only a high level informal transfer of basic knowledge of the Dell services from the Dell Consultant to Customer's local contact or IT representative. Dell training and certification offerings are available to Customer subject to a separate price quote.

## 4.0 Deliverables

The following is a list of deliverables that will be provided to Customer under this SOW subject to time authorized through this SOW.

Deliverable	Description	Method of Delivery
Solution Requirements / Envisioning Document	Document that describes all functional and technical requirements of the SharePoint solution. This document will also provide a plan for moving forward with future phases of the project.	PDF or Word
Solution Architecture / Design Document	Document that provides detailed technical designs for all functionality to be implemented within the SharePoint solution.	PDF or Word
Environment Document	A document that describes all server, account, and related access information for the target SharePoint farm environment. This document will serve as the foundation for the SharePoint installation and configuration activities.	PDF or Word
Installation Document	A document that provides a step-by-step account	PDF or Word



	of the SharePoint installation and configuration process. This document will also include baseline recommendations for SharePoint farm maintenance and backup procedures.	
SharePoint 2010 Environment:	A SharePoint 2010 environment in "medium" server farm configuration that the Customer can utilize to evaluate standard features and functions of the SharePoint 2010 product. Scope of the environment will be defined with the Customer during the Solution Architecture / Design phase of the project.	PDF or Word

## 5.0 Assumptions and Customer Responsibilities

### Assumptions:

Dell may make certain assumptions while specifying the Services and deliverables detailed in this SOW. It is the Customer's responsibility to identify any incorrect assumptions or take immediate action which will make all of Dell's assumptions correct. Dell has made the following specific assumptions while specifying the Services detailed in this SOW:

1. If the assumptions used to develop the SOW are found to be incorrect, the parties agree to meet and negotiate, in good faith, equitable changes to the SOW, Service Levels and/or Fee Schedule, as appropriate.
2. The prices for the Services are based on Customer's environment as known by Dell at the time of execution of this SOW. If the volumes, consumption factors or requirements change by +/- five (5%) percent, Dell will adjust the pricing to reflect these changes.
3. The resources to perform the Services shall be available (including any travel time) Monday through Friday, 8:00 a.m. to 5:00 p.m. local Customer time (excluding nationally-observed holidays) based on a forty (40) hour week, unless previously agreed upon between Customer and Dell.
4. Dell reserves the right to perform portions of the work remotely according to a schedule mutually agreed to by both Customer and Dell.
5. A typical schedule involves working remotely at least one business day per week to complete deliverables and/or any applicable documentation. Additional fees may apply for travel/Services outside of this timeframe.
6. This SOW includes travel to one domestic location(s) within the continental United States as detailed in this SOW. Any additional travel to other locations is considered out of scope and will require the approval of Customer via the change control process detailed in this SOW.
7. Dell is not responsible for resolving compatibility or other issues that cannot be resolved by the manufacturer or for configuring hardware or software in contradiction to the settings supported by the manufacturer.
8. Dell is not responsible for project or Service delivery delays caused by Customer facility or personnel challenges.



9. Completing transition within the agreed timeframe is contingent upon Dell receiving the necessary Customer information and gaining access to the necessary Customer resources, personnel, and facilities in a timely manner.
10. Dell's pricing does not assume the responsibility of any Customer or third party personnel, hardware, software, equipment or other assets currently utilized in the Customer's operating environment.
11. Dell reserves the right to sub-contract portions or all of the requested Services.
12. Dell recommends the creation of separate SharePoint environments for the purposes of development and testing. The Dell project team may address the creation of additional SharePoint environments within an approved change order or a separate engagement.
13. This engagement will be limited to a SharePoint teacher collaboration intranet. Extranet (student or parent access) or Internet (anonymous user) scenarios may be addressed by Dell within an approved change order or a separate engagement.
14. Dell will evaluate all requests made by the Customer the Phase 1 development / build-out activities during the Solution Architecture / Design phase and determine the feasibility for implementation within the specified timeframe. Any Customer requests that cannot be completed within the specified timeframe may be addressed by Dell within an approved change order or a separate engagement.
15. Knowledge transfer activities provided by Dell during the engagement will not include formal documentation and/or formal training. This portion of the effort will be limited to "one-to-one" environment and functionality reviews with key Customer team members.
16. Remote knowledge transfer activities will be completed by the Dell project team utilizing conference call and/or Microsoft LiveMeeting technology.
17. The Dell project team will provide guidance to the Customer regarding migration strategies and scenarios within the scope of knowledge transfer activities.
18. Delivery of the engagement will be completed via both on-site and remote consulting components. The Dell project team will require VPN access to the Customer's network and related servers in order to complete delivery of this engagement, as currently planned.
19. If additional consulting hours are required, Customer will be billed at \$5657.82 / week and estimated labor will be \$654.55 per week.

**Not Included With This Service:**

1. Any services or activities other than those specifically noted in this SOW
2. Custom search scopes will not be designed or developed as part of this engagement.

**Customer Responsibilities:**

Both Customer and Dell are responsible for collaborating on the execution of the Services. Dell's responsibilities have been set forth elsewhere in this SOW. Customer agrees generally to cooperate with Dell to see that the Services are successfully completed. Customer agrees to the following assigned responsibilities:

1. Prior to the start of this SOW, Customer will indicate to Dell in writing a person to be the single point of contact, according to project plan, to ensure that all tasks can be completed within the



specified time period. All Services communications will be addressed to such point of contact (the "Customer Contact"). Failure to do so might result in an increase in project hours and/or length in schedule.

2. Customer will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during the Services ("Technical Contacts"). Dell may request that meetings be scheduled with Technical Contacts.
3. The Customer Contact will have the authority to act for Customer in all aspects of the Service including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements.
4. The Customer Contact will ensure that any communication between Customer and Dell, including any scope-related questions or requests, are made through the appropriate Dell Project Manager.
5. The Customer Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.
6. The Customer Contact will ensure attendance by key Customer contacts at Customer meetings and deliverable presentations.
7. The Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
8. Customer may be responsible for developing or providing documentation, materials and assistance to Dell and agrees to do so in a timely manner. Dell shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Customer's failure to provide such timely documentation, materials and assistance.
9. The Customer Contact will ensure the Services personnel have reasonable and safe access to the Project site, a safe working environment, an adequate office space, and parking as required.
10. Customer will inform Dell of all access issues and security measures, and provide access to all necessary hardware and facilities.
11. Customer is responsible for providing all hardware, software, telephone internet access, and facilities in a timely manner for the successful completion of the Services. Facilities and power must meet Dell's requirements for the products and Services purchased.
12. Customer agrees to complete a customer satisfaction survey.
13. A single SharePoint server will be utilized for all SharePoint roles within this engagement. This server will be prepared by the Customer according to the requirements identified in the pre-installation checklist that will be provided by Dell.
14. A Microsoft SQL Server (active/passive) cluster will be provisioned by the Customer for use within this engagement. These servers will be prepared by the Customer according to the requirements identified in the pre-installation checklist that will be provided by Dell.
15. Customer will be responsible for content migration based on guidance provided by Dell.
16. Customer web designer(s) will design the Advanced User Interface based on the current Internet sites design with Dell oversight,
17. Customer will develop custom style sheets (CSS) and corresponding HTML for Dell to deploy the Advanced User Interface designed by Customer to SharePoint.



**Data Backup**

- Customer will complete a backup of all existing data and programs on affected systems prior to Dell arriving at the location to deliver this Service. **DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS.**

## 6.0 Change Control Process

The "Change Control Process" is the process that governs changes to the scope of the Services during the term of this SOW. The Change Control Process will apply to new Services components and to enhancements of existing Services.

A written "Change Order" will be the vehicle for communicating any desired changes to the Services. It will describe the proposed change to Services scope, pricing, resources, tasks, and deliverables; the reason for the change; related assumptions and Customer responsibilities; and the schedule and price impacts of the change. The Dell Project Manager will draft the Change Order document based on discussions with Customer and Dell team. Only changes included in a Change Order signed by both Customer and Dell will be implemented.

In some cases, a Change Order will authorize Dell to study the impacts that a proposed change will have in terms of required changes to Services scope, schedule, and price. If, upon completion of the study, Customer agrees to proceed with an identified scope change, the Dell Project Manager will draft a separate Change Order to detail the specifics associated with that change.

## 7.0 Dell Personnel Skills and Qualifications

Dell, will, at its sole discretion, determine the number of personnel and the appropriate skill sets necessary to complete the Services. Customer understands that Dell resources may include employees of Dell and/or a service provider or subcontractor to Dell. Dell personnel may work on-site at Customer location or off-site at a Dell or other location as determined by the needs of the Services and by specific agreement of the Customer project manager. Dell has identified the following initial resource levels for these Services. Key responsibilities for the resources are identified below.

**Project Manager (PM)**

- Single point of contact and accountability for successful delivery of the Services
- Maintain focus on time, cost and scope
- Coordinate and facilitate kick-off, status, deliverable review and closeout meetings
- Establish and manage the Services schedule, communications and status reporting
- Provide up to one status call and brief status report per week
- Identify, monitor and manage Services risk, issues and escalations
- Facilitate change management as needed
- Confirm the Services delivered are in accordance with the SOW
- Obtain deliverable and Services completion acceptance from Customer



- Up to one deliverable review or phase completion call per week
- Monitor the Services budget and invoices
- Manage the Customer relationship
- Track and status progress against milestones (if milestones are noted within SOW)
- Project management activities are conducted remotely

#### **Business Analyst**

- Facilitate business requirements sessions, documentation and analysis
- Develop functional specifications
- Facilitate and review technical architecture documents
- Draft test plan, conduct quality assurance testing, and facilitate Customer issue tracking/resolution
- Help draft weekly status reports
- Help draft and review Service deliverables
- Help define the Service schedule

#### **Collaboration Solution Architect**

- Participate in internal kickoff meetings to provide successful transition of scope to Service team
- Assist Service team with any risk, issues or escalations related to Service scope
- Assist Service team in product demonstrations to further prove out solutions relative to the Service

#### **Practice Manager**

- Provide business and technical thought leadership to the Services team to ensure successful delivery of the Services
- Participate in key Service calls for context and technical support
- Provide business and technical review of design, architecture, and other deliverables for accuracy and incorporation of best practices
- Help team identify and manage technical risk, issues, and escalations

#### **Technology Architect**

- Facilitate requirements documentation and analysis around application architecture
- Provide subject matter expertise around advanced application configuration and development
- Assist in the design of advanced integration, migration and customization requirements
- Draft technical architecture documentation
- Provide technical leadership to the Services team



- Work with the Business Analyst and Technical Consultant to define and validate the architecture and create the technical design of the solution that the Technical Consultants will build out

**Technical Consultant**

- Understand server architecture, technology and product requirements
- Perform day-to-day execution of technical tasks
- Participate in technical requirements sessions, documentation, and analysis
- Review functional requirements documents
- Participate in design meetings to define technical solution, if included in Service scope
- Create technical specification documents, if included in Service scope
- Define and perform unit testing, if included in Service scope
- Identify and help resolve Service risks and issues
- Provide input to status reports
- Identify need for possible change requests and discuss with Customer and Dell Project Manager

## 8.0 Payment Criteria

**Fixed Fee:** Payment for Services is a Fixed Fee of US \$41,268.00 (including expenses).

**Pricing And Incentive Breakdown:**

Item	Value
Total Services Value	\$71,425.00
Less Dell/Microsoft Funding:	\$30,157.00
Total Cost to Customer	\$41,268.00

**Discounted Funding Terms:**

- Dell has made funds available through its Dell/Microsoft case study program. These funds are available upon Dell's receipt of this signed SOW.
- Discounted funding is applicable only to this signed SOW and is subject to expiration with this SOW as noted in the Signature section herein. There is no guarantee of funds until signed SOW and PO (if applicable) are submitted and received by Dell.
- Dell would like to use this Service as a case study and reference. Customer's signature of this SOW, constitutes an agreement by Customer to the following:
  - Assist Dell in documenting Customer's participation in the funding program.
  - Assist Dell by developing a case study around Customer's experience with the funding program and consent to public release of the case study.



- Serve as a reference customer for the Service.
- Provide data for creation of business value whitepaper(s).
- Participation with Dell in an Industry Event (i.e. as a panelist, etc.) to discuss the Service experience (at no cost to the Customer).
- Provide Customer quotes for internal and external Dell marketing.

For further details on Dell's case study and reference program, please contact your account team.

**Invoice / Payment Terms:** Invoices will be issued as indicated upon completion of the following phases:

Milestone / Billing Date	Billing Amount
Solution Requirements/ Envisioning	\$24,761.00
SharePoint Deployment	\$16,507.00

Invoicing for each milestone or billing date will occur as soon as practical after attainment of each milestone. Payment is due (30) days from date of invoice.

**Expenses:** Expenses are included in the Fixed Fee price. Unless the scope changes; Dell will not charge any additional expenses in connection with delivering the Services without the express written consent of Customer. Additional expenses include Service related expenses including actual, reasonable and necessary travel and living expense.

**Taxes:** Dell's pricing does not include applicable local taxes.

**Scope Changes:** Additional fees may apply if Customer changes or expands the scope of the Services. Any additional work that is required outside the scope of this SOW requires written approval by Customer and Dell as described in the Change Control Process detailed in this SOW.

**Services Scheduling:** Services may not be scheduled or commenced until the Purchase Order (if any) and signed SOW is received by Dell. Upon receipt of a signed SOW and Purchase Order, a Dell Project Manager will typically contact you within 7 business days to begin Services scheduling. Services Scheduling will be based upon Customer's schedule preferences/requirements and the availability of required resources.

**Pricing:** The terms offered by Dell under this SOW (including but not limited to the pricing) shall be valid for thirty (30) days following initial delivery of this SOW to Customer. In the event this SOW is executed by Customer after such thirty (30) day period, Dell may in its sole discretion, (i) accept the SOW on the stated terms or (ii) reject such SOW and may provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.

## 9.0 Termination

- 9.1. **Without Cause.** Dell or Customer may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, Customer shall only be obligated to compensate Dell for services rendered to the date of termination. Written notice by Dell shall be sufficient to stop further performance of services to Customer.



9.2. **With Cause By Customer.** Customer may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 9.2.1. material violation of this Agreement by the Dell; or
- 9.2.2. Dell is adjudged a bankrupt, Dell makes a general assignment for the benefit of creditors or a receiver is appointed on account of Dell's insolvency.

Written notice by Customer shall contain the reasons for such intention to terminate and unless within fifteen (15) calendar days after that notice is received by Dell the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the fifteen (15) calendar days cease and terminate.

## 10.0 Order of Precedence

This SOW, together with the Purchase Order (if any) and the Agreement, states all of the rights and responsibilities of, and supersedes all prior and contemporaneous oral and written communications between Dell and Customer regarding this Service. The use of pre-printed forms, such as Purchase Orders, will be for convenience only, and all pre-printed terms and conditions stated on such forms will not apply to this Agreement. Should a conflict arise between the terms of the Purchase Order, SOW and Agreement, the following order of precedence shall be followed: first, the SOW, second the Agreement, and third the Purchase Order (if any); provided, however, that any terms and conditions printed on the Purchase Order shall not apply.



## 11.0 Signature

Please fax a copy of your Purchase Order and this signed SOW (with all pages in full) to 512-283-7899, Attention: Dell – Intake Manager. The Purchase Order amount should include estimated expenses if they are billable.

Capistrano Unified School District	Dell Marketing L.P.
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:



**Contact Summary**

Customer Primary Contact for Service	Capistrano Unified School District Customer Number: _____ Contact Name: Susan Holliday Phone: 949-234-9463 Email: seholliday@capousd.org
Date	1/19/2011
Dell Services Solutions Architect Contact	Larissa Grobe Title: GICS Solutions Architect Dell Global Services Phone: 512-431-0935 Email: larissa_grobe@dell.com
Customer Billing Contact	Capistrano Unified School District 33122 Balle Rd San Juan Capistrano, CA 92675
Dell Segment Contact	Tom Novosel Phone: 303-243-4985 Email: tom_novosel@dell.com
Location Where Work Will Be Performed	33122 Balle Rd San Juan Capistrano, CA 92675
Dell Opportunity Number	1730778
NDA #	
Contract Number/Code #	





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 8, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **INDEPENDENT CONTRACTOR AGREEMENT, INDEPENDENT  
EDUCATIONAL EVALUATION FOR STUDENT TRANSITION  
PLANNING ASSESSMENT – GARY GREENE**

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**BACKGROUND INFORMATION**

Independent contractor agreements have been processed in accordance with the rules and regulations of the Board of Trustees (Board Policies 3300, 3310, and 4126) and applicable legal requirements of the State of California.

**CURRENT CONSIDERATIONS**

This agenda item requests approval of the attached independent contractor agreement to provide independent educational evaluation for student transition planning assessment (Exhibit A).

**FINANCIAL IMPLICATIONS**

Financial Impact: Services per fee schedule  
Funding Source: Special Education, General Fund

**STAFF RECOMMENDATION**

It is recommended the Board approve this independent contractor agreement to provide independent educational evaluation for student transition planning assessment.





## INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Independent educational evaluation for student transition planning assessment

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on January 14, 2011, and will diligently perform as required and complete performance by December 31, 2011.

CONTRACTOR'S NAME: Gary Greene CONTRACT No. I1011114

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

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

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

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

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

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

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

**CONTRACTOR'S NAME:** Gary Greene **CONTRACT No.** I1011114

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**17. Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

**DISTRICT:**

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

**CONTRACTOR:**

Gary Greene  
580 Oak St.  
Laguna Beach, CA 92651  
949.338.3904

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

CONTRACTOR'S NAME: Gary Greene CONTRACT No. I1011114

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

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

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

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>N/A</u>
c. Exhibit	C	<u>N/A</u>

THIS AGREEMENT IS ENTERED INTO THIS 9th DAY OF February, 2011.

Capistrano Unified School District  
Name of District

Gary Greene  
Contractor Name

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

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

Terry Fluent  
Typed Name

Gary Greene  
Typed or Printed Name

Director, Purchasing  
Title

\_\_\_\_\_  
Title

February 8, 2011  
Board Approval Date

\_\_\_\_\_  
Taxpayer Identification Number

EXHIBIT A

**Gary Greene, Ph.D.**  
**Special Education Consultant Services Fees**

<u>Items</u>	<u>Fees</u>
1. Academic Assessment (norm-referenced, criterion referenced, and standardized tests)	\$175/hr.
2. Transition Assessment (MAPS, standardized assessments, informal assessments)	\$175/hr
3. Observations (classroom, community, employment, other postsecondary environments)	\$125/hr.
4. Meetings (parents, teachers, district-level administrators, lawyers, advocates)	\$125/hr.
5. Review of Records and Reports (psychologist, SLP, IEPs, ITPS)	\$125/hr
6. Written Reports (Narrative Summaries and Evaluations, IEP/ITP goals and benchmarks)	\$125/hr
7. Special Education Teacher/Transition Specialist 1:1 training and mentoring	\$150/hr.
8. Staff Development and Training	\$200/hr.
	Full Day Rate: \$1500
9. Expert Witness (Depositions, Testimony)	\$200/hr.

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

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 8, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **ADVERTISE FOR REQUEST FOR QUALIFICATIONS NO. 6-1011 –  
SPECIAL TAX CONSULTING SERVICES FOR PUBLIC FINANCING**

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**BACKGROUND INFORMATION**

The District is seeking an experienced, professional special tax consultant for various school financing projects, including the formation and annual administration of community facilities districts, certificates of participation, and other financing activities related to public capital facilities. This tax consultant service would advise and provide technical assistance to the District that would encompass a wide array of tasks, including all necessary research, documentation, and analysis.

This Request for Qualifications (RFQ) is not a formal request for bids, nor an offer by the District to contract with any party responding to this RFQ. This RFQ does not commit the District to award a contract or to reimburse any applicant for costs incurred in submitting a proposal. The District, in its sole discretion, reserves the right to:

- Reject any or all proposals submitted
- Choose any combination of proposals
- Interview any, all, or none of the respondents
- Negotiate with any respondent;
- Extend the deadline to submit a proposal
- Amend or cancel in part or in its entirety this RFQ.

The RFQ is included (Exhibit A). The District intends to enter into a one-year contract. This contract may be extended annually, by mutual agreement, and upon Board approval, for a term not to exceed a total of four additional years.

**CURRENT CONSIDERATIONS**

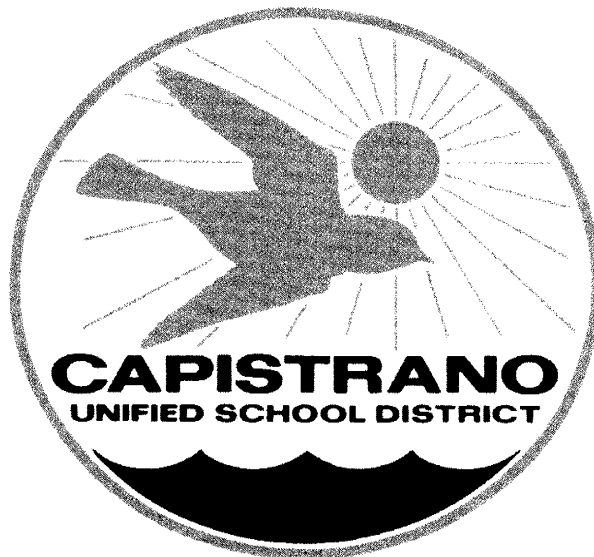
This agenda item requests Board approval to advertise for RFQ No. 6-1011 – Special Tax Consulting Services for Public Financing.

### **FINANCIAL IMPLICATIONS**

Invoices for this service are paid from the general fund but reimbursed from the appropriate Community Facilities District (CFD) accounts twice a year. For the 2009-2010 fiscal year, \$147,000 was expended for administrative services for CFD's.

### **STAFF RECOMMENDATION**

It is recommended the Board approve the attached RFQ and authorize advertising for RFQ No. 6-1011 – Special Tax Consulting Services for Public Financing.



# **REQUEST FOR QUALIFICATIONS**

**Special Tax Consulting Services for Public Financing  
RFQ No. 6-1011**

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

**RFQ Deadline: Tuesday, March 8, 2011, 2:00 p.m.  
Capistrano Unified School District  
Education Center  
Attention: Terry Fluent, Director, Purchasing  
33122 Valle Road  
San Juan Capistrano, CA 92675**

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
Purchasing Department  
33122 Valle Road  
San Juan Capistrano, CA 92675  
(949) 234-9438**

## INTRODUCTION

The Capistrano Unified School District (“District”) is seeking an experienced, professional special tax consultant for various school financing projects including the formation and annual administration of community facilities districts which is consistent with the District’s goals and policy objectives, provide annual CFD administration services, certificates of participation and other financing activities related to public capital facilities. This tax consultant service would advise and provide technical assistance to the District that would encompass a wide array of tasks including all necessary research, documentation and analysis.

The selection process may include a screening review and evaluation of proposals by staff and consultants. The selection of candidate(s) who best meet the requirements of the district will be recommended at our Board meeting.

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICTS (CFD)  
Number of parcels associated with each CFD**

CFD 87-1	Mission Viejo / Aliso Viejo (Total # of Parcels Taxed = 16,209)
CFD 88-1	Rancho Santa Margarita (Total # of Parcels Taxed = 2,659)
CFD 90-1	Coto de Caza (Total # of Parcels Taxed = 0)
CFD 90-2	Talega (Total # of Parcels Taxed = 2,865)
CFD IA 90-2	Talega (Total # of Parcels Taxed = 1,833)
CFD 92-1	Las Flores (Total # of Parcels Taxed = 1,484)
CFD 94-1	Rancho Santa Margarita (Total # of Parcels Taxed = 710)
CFD 98-1A	Pacifica San Juan (416 future residential units)
CFD 98-2	Ladera (Total # of Parcels Taxed = 6,588)
CFD 2004-1	Rancho Madrina (Total # of Parcels Taxed = 97 of 122 residents)
CFD 2005-1	Whispering Hills (155 future residential units)

## PROCESS FOR SUBMISSION OF PROPOSALS

Proposals must be received at Capistrano Unified School District Education Center, 33122 Valley Road, San Juan Capistrano, CA 92675, ATTN: Terry Fluent, Director, Purchasing, by **Tuesday, March 8, 2011, 2:00 p.m.** Proposal must be in a sealed envelope addressed to the Director, Purchasing and identify the name of the respondent submitting the proposal. Any inquiries should be directed to Terry Fluent at (949) 234-9436. The selected respondent will be required to sign an agreement prepared by the District.

The District intends to enter into a one year contract. This contract may be extended by mutual agreement, and upon Board approval, for a term not to exceed a total of four additional years.

## **LIMITATIONS**

This RFQ is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFQ. This RFQ does not commit the District to award a contract or to reimburse any applicant for costs incurred in submitting a proposal. The District, in its sole discretion, reserves the right: to reject any or all proposals submitted; to choose any combination of proposals; to interview any, all, or none of the respondents; to negotiate with any respondent; to extend the deadline to submit a proposal; or to amend or cancel in part or in its entirety this RFQ.

## **PROPOSAL REQUIREMENTS**

### **Scope of Services to be Provided**

The Capistrano Unified School District is seeking services of a special tax consultant to advise and provide technical assistance to the school district. The provided scope of services will encompass a wide array of tasks and shall be comprehensive in nature, including all necessary research, documentation, and analysis.

Consultant shall provide financial consulting services to assist the Capistrano Unified School District in the administration of Community Facilities District (CFD). The focus of these services shall be to determine the special tax rates and to facilitate the collection of the special taxes during a fiscal year by the County of Orange.

- Assist with the structuring of a CFD in a manner which is consistent with the school district's stated goals and policy objectives.
- Ensure numerical and technical accuracy in the special tax calculations and apportionment methodology.
- Develop an equitable distribution of the special tax burden.
- Provide annual CFD administration services.
- Provide reports and professional opinions as requested by district.

The specific activities and tasks to be performed under this Scope of Service shall include the following:

- 1. Land Use Research**
  - Subdivision Research
  - Development Research
  - Database Management
- 2. Classification of Property as Exempt or Taxable**
- 3. Financial Analysis**
  - Financial Statements
  - Mello-Roos Special Tax Spread
  - Monthly Review of All Funds and Accounts
- 4. Preparation and Submission of CFD Reports**
  - CFD Disclosure

- 5. Submittal of Special Taxes to County of Orange**
- 6. Delinquent Property Research and Reports**
- 7. Monitor Changes and Adjusted Property Tax Bills**
- 8. Responses to Property Owner Questions**
- 9. Monthly Review of All Funds and Accounts**
- 10. Meetings**

Provide an itemized list of client responsibilities; e.g., information the Capistrano Unified School District is obligated to provide to CONSULTANT to initiate the process.

## **PROPOSAL FORMAT**

The purpose of this proposal is to demonstrate your firm's ability to provide the required special tax consulting services. Consultants are urged to submit concise proposals appropriate to the specific scale of the district program including only items that are relevant to this specific RFQ. A qualifying proposal must address all of the following points:

- 1. Project Title** RFQ No. 6-1011  
Special Tax Consulting Services for Public financing
- 2. Applicant or Firm Name**
- 3. Executive Summary**

The Executive Summary should contain a statement of interest and a brief summary of qualifications to engage in a professional relationship with the Capistrano Unified School District.

- 4. Narrative**

Provide a detailed description of your qualifications for specializing in special tax consultant services for various school financing projects including the formation and annual administration of community facilities districts and other financing activities related to public capital facilities. Include preparation of financing plans and implementation of public financing mechanisms used to fund public construction projects.

- 5. Experience/References**

Provide detailed description of your experience in preparing financing plans, implementing public financing mechanisms and preparing special tax formulas similar to establishing and administering a CFD for a public agency. Include the scope of projects, description, and costs. Provide

contact names and phone numbers for reference. Extensive experience with public entities including school districts is highly desirable.

**6. Scope of Service**

Provide a "Scope of Service" of special tax consultant services necessary to assist the school district in the formation of a CFD to fund eligible public improvement costs. Outline, in detail, the tasks your firm will perform to produce information and services requested under the "Scope of Services to be Provided" section. As necessary, indicate any additional or "optional" tasks.

**7. Professional Fees/Fee Schedule**

Provide a Professional Fees/Fee Schedule for the types of special tax services that you offer. **Be as thorough and specific as possible as this will form the basis of any contract for services that may be presented by the District.**

**8. Insurance & Indemnification:**

Selected individuals or firms will be required to execute the District's Standard Form of Agreement. The agreement is attached as Exhibit A.

**9. Additional Data**

Additional Data about the firm as it may relate to this RFQ. Include letters of reference or testimonials if appropriate. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the evaluation teams in understanding your qualifications and expertise. Provide information about the firms experience and familiarity in working with California County Auditor-Controller, Assessor, Treasurer-Tax Collector, and Recorder practices.

**PROPOSALS ARE LIMITED TO TEN (10) PAGES PLUS REQUIRED  
CERTIFICATIONS AND FORMS.**

**REQUIRED FORMS/CERTIFICATIONS**

- A. **Certification** - Complete, sign, and date the enclosed "Certification" with this RFQ.
- B. **Certification by Contractor of Criminal Records Check** – Pursuant to Education Code 45125.1, complete, sign, and date the enclosed form AB 16160, 1612, and 2102 included with this RFQ.
- C. **W-9 Form** – All contractors must provide the following documentation to the District: IRS W-9 Form (Taxpayer Identification Number)  
Revised October 2007

- D. **Conflict of Interest Certification** – Complete, sign and date the enclosed “Certification” with this RFQ.
- E. **DVBE Certification** – Complete, sign and date the enclosed “Certification” with the RFQ.

## **AWARD CRITERIA**

### **Award of Proposal**

**Proposals are limited to ten (10) pages, plus required certifications and forms.** The proposal should be brief and concise but provide sufficient clarity to meet the criteria to be used in the evaluation process. Award will be made to the firm offering the most advantageous proposal. The District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the District after all factors have been evaluated.

Criteria for selection of each respondent will include the following without limitation:

1. Qualifications and availability of key persons to be assigned to the contract resulting from this solicitation
2. Number of years of experience the Proposer has in this type of business and with accounts of this size
3. Demonstrated competence
4. Experience in performance of comparable work or delivery of comparable goods
5. Fees
6. Conformance with the terms of this RFQ

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

Discussions may, at the District’s sole option, be conducted with responsible representatives who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation

requirements. Firms shall be given fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the District will not disclose information derived from proposals submitted by competing firms.

### **Award Selection Process**

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

### **Additional Information** **KEY ACTION DATES**

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

<b>Milestone</b>	<b>Date</b>
RFQ Release/Advertise	February 11, 2011
Proposal Due Date	March 8, 2011
Interviews	March 14-18, 2011
Board Approval	April 12, 2011

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

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

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

**The proposal must be received by Tuesday, March 8, 2011 at 2:00 p.m. and addressed to:**

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

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

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

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

The District reserves the right to reject any or all responses and proposals to this RFQ.

***Thank you for your participation!***

## CERTIFICATION

### RFQ No. 6-1011 Special Tax Consulting Services for Public Financing

I certify that I have read the attached **Request for Qualifications Special Tax Consulting Services for Public Financing** and the instructions for submitting an RFQ. I further certify that I must submit one (1) original and three (3) copies of the firm's proposal in response to this request along with one (1) electronic copy in Word or PDF format on CD labeled with the firm's name, completed Certification by Contractor Criminal Records Check, Certification Participation of Disabled Veterans Business Enterprises, Conflict of Interest Certification, W-9 Form, and that I am authorized to commit the firm to the proposal submitted.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

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

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

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

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

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

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

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

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

To the Governing Board of Capistrano Unified School District:

I, \_\_\_\_\_ certify that:  
Name of Contractor

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

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

Executed at \_\_\_\_\_, California on \_\_\_\_\_.  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

**CERTIFICATION – PARTICIPATION OF  
DISABLED VETERAN BUSINESS ENTERPRISES  
IN ACCORDANCE WITH EDUCATION CODE 17076.11**

In accordance with Education Code Section 17076.11, the Capistrano Unified School District has a participation goal for Disabled Veteran Business Enterprises of at least three percent (3%) per year of the overall dollar amount of funds allocated by the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school buildings and expended each year by the District. At the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition precedent for final payment under the contract, the Contractor will provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises pursuant to the contract, so that the District can assess its success at meeting this goal.

The Contractor may provide the anticipated participation of Disabled Veteran Business Enterprises in terms of percentage of its total contract or the dollar amount anticipated to be paid to Disabled Veteran Business Enterprises or by providing the names of the Disabled Veteran Business Enterprises that will participate in the contract. If there is a discrepancy between the anticipated goals and the actual goals at completion of the contract or a failure to meet the anticipated goal or dollar amounts, the District will require the Contractor to provide, at the completion of the contract, a detailed statement of the reason(s) for the discrepancy or failure to meet the anticipated goals or dollar amounts.

I certify that I have read the above and will comply with the anticipated participation of Disabled Veteran Business Enterprises in this contract.

Signature	Typed or Printed Name
Title	Company
Address	City, State, Zip
Telephone	Fax
E-mail	

**CONFLICT OF INTEREST CERTIFICATION**

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

PRINT NAME \_\_\_\_\_

SIGNATURE AND DATE \_\_\_\_\_

TITLE OF OFFICER \_\_\_\_\_

NAME OF COMPANY \_\_\_\_\_

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

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

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

Explain: \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

- f. What was your last date of employment?

\_\_\_\_\_

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

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

\_\_\_\_\_

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

---

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

---

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

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

---

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

---

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

---

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

---

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

---

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

\_\_\_\_\_, \_\_\_\_\_.  
(City) (State)

---

(Signature)

---

(Printed Name)

---

(Title)

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 8, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **ADVERTISE FOR REQUEST FOR QUALIFICATIONS NO. 7-1011 –  
STUDENT ASSESSMENT AND DATA ANALYSIS SYSTEM**

---

**BACKGROUND INFORMATION**

Capistrano Unified School District began utilizing Data Director to assist in the analysis of both formative and summative test results in the fall of 2008. Staff also uses this web-based application in conjunction with scanning software to create and grade school and classroom assessments. Since technology has changed significantly in the past three years, staff would like to determine if Data Director is still the most functional and cost-effective delivery system.

The District would like to enter into a contract with an experienced, professional, and qualified vendor to provide an instructional student assessment data management system. The District will contract with a service provider and software system that will collect data from state and local benchmark assessments for all K-12 students. This system will provide reports that District staff will utilize and interpret to make curricular decisions to improve instruction and student learning.

This Request for Qualifications (RFQ) is not a formal request for bids, nor an offer by the District to contract with any responding party. This RFQ does not commit the District to award a contract or to reimburse any applicant for costs incurred in submitting a proposal. The District, in its sole discretion, reserves the right to:

- Reject any or all proposals submitted
- Choose any combination of proposals
- Interview any, all, or none of the respondents
- Negotiate with any respondent
- Extend the deadline to submit a proposal
- Amend or cancel this RFQ in part or in its entirety

The RFQ is attached (Exhibit A). The District intends to enter into a one-year contract. This contract may be extended annually, by mutual agreement, and upon Board approval, for a term not to exceed a total of four additional years.

### **CURRENT CONSIDERATIONS**

This agenda item requests approval to advertise RFQ No. 7-1011 – Student Assessment and Data Analysis System.

### **FINANCIAL IMPLICATIONS**

Funds for these services will be budgeted in the appropriate accounts when costs have been determined. Costs associated with issuing the RFQ include staff time to prepare the RFQ, staff time to review the vendor responses, and placement of the public notice in the newspaper.

Fiscal Impact:           \$2,500  
Funding Source:       General Fund

### **STAFF RECOMMENDATION**

It is recommended the Board approve the attached RFQ and authorize advertising for RFQ No. 7-1011 – Student Assessment and Data Analysis System.



# **REQUEST FOR QUALIFICATIONS**

**Student Assessment and Data Analysis System  
RFQ No. 7-1011**

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

**RFQ Deadline: Tuesday, March 8, 2011, 2:00 p.m.  
Capistrano Unified School District  
Education Center  
Attention: Terry Fluent, Director, Purchasing  
33122 Valle Road  
San Juan Capistrano, CA 92675**

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
Purchasing Department  
33122 Valle Road  
San Juan Capistrano, CA 92675  
(949) 234-9438**

## **INTRODUCTION**

Capistrano Unified School District is seeking proposals to provide a fully integrated; web based STUDENT ASSESSMENT AND DATA ANALYSIS SYSTEM. It is the intent of the District to enter into an agreement with system productivity and full production work entry commencing on July 1, 2011.

The selection process may include a screening review and evaluation of proposals by staff and consultants. The selection of candidate(s) who best meet the requirements of the district will be recommended at our Board meeting.

## **PROCESS FOR SUBMISSION OF PROPOSALS**

Proposals must be received at Capistrano Unified School District Education Center, 33122 Valle Road, San Juan Capistrano, CA 92675, ATTN: Terry Fluent, Director, Purchasing, by **Tuesday, March 8, 2011, 2:00 p.m.** Proposal must be in a sealed envelope addressed to the Director, Purchasing, and identify the name of the respondent submitting the proposal. Any inquiries should be directed to Terry Fluent at (949) 234-9436. The selected respondent will be required to sign an agreement prepared by the District.

The District intends to enter into a one year contract. This contract may be extended by mutual agreement, and upon Board approval, for a term not to exceed a total of four additional years.

## **LIMITATIONS**

This RFQ is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFQ. This RFQ does not commit the District to award a contract or to reimburse any applicant for costs incurred in submitting a proposal. The District, in its sole discretion, reserves the right: to reject any or all proposals submitted; to choose any combination of proposals; to interview any, all, or none of the respondents; to negotiate with any respondent; to extend the deadline to submit a proposal; or to amend or cancel in part or in its entirety this RFQ.

## **PROPOSAL REQUIREMENTS**

### **Scope of Services to be Provided**

Through this RFQ, CUSD looks to enter into a contract with a qualified Proposer to provide a comprehensive web-based Student Assessment and Data Analysis System (SADAS). The SADAS should have the following capabilities:

#### Student Information

1. Student information will be supplied by CUSD from the CUSD Student Information System. Student data should be uploaded nightly via automated scripts. Uploaded data should be available the next school day. CUSD currently uses AERIES as its student information system.

2. CUSD shall have the flexibility to add new data points as needed.
3. Summer School students will be considered as a normal upload of Student Data.
4. All student data shall be connected to the student over time.
5. The vendor must host the data at their site. The vendor must guarantee the safety of the data by providing dedicated hardware firewalls, virus protection, and offsite backup. The vendor must also supply a secure FTP link (minimum 128-bit encryption) for the uploading of confidential student data. The vendor must adhere to all rules and regulations related to the protection of confidential student information as described in FERPA and CUSD student confidentiality Board Policies.

#### State and National Testing Results

1. Host historical State testing results (STAR program – CST/CMA/CAPA/STS, CELDT, CAHSEE) dating back at to 2000-01. District will provide data files. Data must be able to be utilized with reporting features.
2. Upload and host current/future State and National testing results within 7 business days of receipt of data from the district with the ability to utilize with reporting features.

#### District/Teacher Generated Tests

1. Must include a mechanism for creating scanner-readable answer sheets for district and classroom level assessments. The scanner should be plain paper based (not proprietary).
2. Must include the ability to create tests with a variety of questioning modalities within one exam.
3. Must include the ability to generate answer sheets and accurately scan scores for both short and long answer responses in addition to multiple choice items.
4. Must allow users to link test items to the California Content Standards in all content areas.
5. Must allow users to create question groups or clusters for data reporting
6. Must allow users to set performance level thresholds based on raw scores and percent correct for data reporting.
7. Must allow users to modify answer keys after assessments have been scanned, if necessary, and the reports should be automatically updated.
8. Must include a mechanism to keep individual and teacher created tests separate from districtwide benchmark tests.
9. Must include the ability to move/copy tests to various folders or locations.
10. Must include the ability to keep tests private to a particular user or group or public to all users
11. Must include the ability to host a file of an exam for download by various users.
12. Must include the ability to create and host district created test bank items for use by all users.

13. Must include access to test bank items offered through the proposing company or affiliated vendors.

#### Reporting Capabilities

1. Report features must include reports at the student, classroom, teacher, school, and district levels for all national, state, local and teacher assessment data hosted in the SADAS
2. Reports must look professional using a variety of charts, tables, graphs and colors.
3. Reports on multiple measures must be available. The number of assessments available to report out is preferred to be unlimited and should extend through state, national, district and teacher created assessments.
4. User must be able to create disaggregated reports based on a wide variety of criteria. Such criteria would include but is not limited to gender, ethnic background, socio-economic status, grade level, courses, educational programs, etc.
5. SADAS should be set up for ad hoc reporting and also contain an extensive amount of pre-built reports.
6. SADAS must be able to store user built reports for easy recall and updating.
7. SADAS must be able to create item analysis and other statistical reports to analyze the reliability of exams.
8. SADAS must include longitudinal reporting capabilities.

#### Technical Criteria

1. The SADAS must be available over the Internet to District teachers, administrators, and other authorized staff. Access to the database should be validated by the use of a user name and password via a secure (encrypted) website.
2. A mechanism must be available to a district administrator to customize access to the data based on the user's educational needs. A district administrator must be able to see the data from all schools. A building administrator must be able to see the data from all students within the school. Teachers must be able to see the data of students currently rostered to them in the Student Information System. Mechanisms that granulate access down to the individual student level are required.
3. The system should feature an easy to use permission management allowing users to see data based on their assigned permission levels. Management of system usernames, passwords should be facilitated in the system with online tools to enable the district to manage all users and their passwords.
4. Currently CUSD uses DATA DIRECTOR as its SADAS. It will be required that any new SADAS be able to import data exported out of DATA DIRECTOR.
5. The SADAS must include an online help link with detailed descriptions of all features.
6. It is preferred that scanners be TWAIN compliant.
7. Scanning needs to be able to be accomplished utilizing a variety of low-cost scanning solutions.
8. Scanning solution needs to be able to utilize either a Windows- or Macintosh-based system.

9. The system should feature an easy to use permission management allowing users to see data based on their assigned permission levels. Management of system usernames, passwords should be facilitated in the system with online tools to enable the district to manage all users and their passwords.
10. System users must be able to go back to previous roster years to find data. For example, a teacher should be able to see how his or her previous year's students performed on State assessments.
11. The interface for accessing reports and data must be easy-to-use and intuitive.
12. Reports from the SADAS should be able to be exported as a pdf, tab-delimited, or Excel spreadsheet formats. It is preferred that the formatting of the report remain the same when exported.
13. The initial database setup should be complete and the system in full operation by August 1, 2011, ready to accept 2011 STAR test data.
14. The Proposer will provide at no cost to the District all updates to the SADAS including but not limited to maintenance releases, major revisions, completely new systems that perform to these specifications that the proposing company releases during the length of this contract.

## **PROPOSAL FORMAT**

### **INTRODUCTION**

To be considered responsive to this RFQ, Proposer must submit proposals in the format identified in this section. All requirements and questions in the RFQ must be addressed and all requested data must be supplied. The District reserves the right to request additional information that, in the District's opinion, is necessary to assure that the Proposer's competence, number of qualified employees and business organization are adequate to perform according to contract.

### **PREPARATION**

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Proposals should emphasize the Proposer's demonstrated capability to perform Service. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. However, literature describing the proposed services and extent of support included in the proposal should be forwarded as part of the proposal.

### **PROPOSAL FORMAT**

In order for a proposal to be considered, said proposal must strictly adhere to the following format for organization and content. Proposal must be divided into the individual sections listed below, indexed, and tabbed.

### **SECTION I - COVER LETTER**

The cover letter shall include a brief statement of intent to perform the Service, qualifications for selection and signature of an authorized officer of the organization who has legal authority in such transactions. Proposals with unsigned cover letters may be rejected. The cover letter must also provide the name, position, and full contact information for the individual designated as the Proposer's contact for this proposal.

In addition, Proposer's cover letter shall expressly state that, should the Proposer's proposal be accepted, the Proposer agrees to enter into a contract under the terms and conditions shown in the Instruction to Proposers and the Specifications.

## SECTION II - TABLE OF CONTENTS

The table of contents shall identify the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.

## SECTION III - BACKGROUND AND EXPERIENCE

Each Proposer shall include a description of the professional and technical experiences, background, qualifications and expertise of the organization's key personnel assigned to this project. The description shall show that Proposer possesses the demonstrated skills and experience in specific areas of the project scope.

- 1 Proposer(s) name, address, telephone and fax numbers, e-mail address, and authorized representative(s).
- 2 The bidder must provide a list of customers with whom they presently have, or in the recent past have had, a contract for providing a fully integrated STUDENT ASSESSMENT AND DATA ANALYSIS SYSTEM as described in this RFQ. The list must include the following and shall be used for customer reference verification.
  - a. Customers who are located in the State of California
  - b. Customers of like student size as Capistrano Unified School District (approaching 52,000 students).
  - c. Each reference must include the agency name, address, student attendance figures and the name and telephone number of a contact person.

## SECTION IV - STATEMENT OF WORK / ACTION PLAN

The work plan shall describe how the Proposer would assist the District in reaching its goals as set forth in this RFQ.

The Proposer should be able to demonstrate its ability to meet deadlines and to assign staff commensurate with meeting the scope of service and other business issues occurring at the sites.

Use this section to address the ability of your firm to undertake the project, considering your firm's current and anticipated workload, and the District's desire to proceed with the project immediately.

## SECTION V. -FEES/FEE SCHEDULE

Provide a Fee Schedule for annual subscription and any other services that you offer. **Be as thorough and specific as possible as this will form the basis of any contract for services that may be presented by the District.**

## SECTION VI. - INSURANCE AND INDEMNIFICATION:

Selected individuals or firms will be required to execute the District's Standard Form of Agreement. The agreement is attached as Exhibit A.

## SECTION VII. - ADDITIONAL DATA

Additional Data about the firm as it may relate to this RFQ. Include letters of reference or testimonials if appropriate. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the evaluation teams in understanding your qualifications and expertise. Provide information about the firms experience and familiarity in working with California County Auditor-Controller, Assessor, Treasurer-Tax Collector, and Recorder practices.

## SECTION VIII. – TRAINING/CONSULTING REQUIREMENTS

Training is a key factor in successful implementation of the Student Assessment and Data Analysis System. The Proposal must include a proposed training program established on a “Trainer of Trainers” model, where an initial core training team will become proficient in the use of the system and will prepare to train others in the future. It is anticipated that the training needs will include:

Initial System Implementation – to include the training of Information System staff on the needs of the initial setup and automated updates of student information.

Technical User Implementation – This would include such topics as how to login, how to manage passwords, how to share reports with multiple users etc. District and school level staff would be assigned to this training.

Content User Training – This will include district staff who will be inputting items, manipulating data, and creating tools to assess and analyze qualitative data. and means of providing direct customer service.

Interpreting results – This training will focus on how to choose reports and interpret them to improve instruction. This will also include user-created reports and queries.

Hands-on training for district administrators and school-based personnel, as outlined above, must be available upon the request of the district.

The cost of training should be reported separately from the annual subscription.

## **REQUIRED FORMS/CERTIFICATIONS**

- A. **Certification** - Complete, sign, and date the enclosed “Certification” with this RFQ.
- B. **Certification by Contractor of Criminal Records Check** – Pursuant to Education Code 45125.1, complete, sign, and date the enclosed form AB 16160, 1612, and 2102 included with this RFQ.
- C. **W-9 Form** – All contractors must provide the following documentation to the District:  
IRS W-9 Form (Taxpayer Identification Number)  
Revised October 2007
- D. **Conflict of Interest Certification** – Complete, sign and date the enclosed “Certification” with this RFQ.

- E. **DVBE Certification** – Complete, sign and date the enclosed “Certification” with the RFQ.
- F. **System Capability Check Off List**

## **AWARD CRITERIA**

### **Award of Proposal**

This request for proposal is designed to develop the best **STUDENT ASSESSMENT AND DATA**

**ANALYSIS SYSTEM** solution to meet the needs of the District. Proposals will be reviewed for content, completeness, experience, qualifications,

The ability to meet the requirements of this RFQ along with system cost of ownership, support, and use over the contract period will be considered as a factors in evaluation of proposals. All system costs for non-recurring and recurring items over this period will be considered.

Many factors will be taken into account during the evaluation including, but not limited to (not given in priority order):

- a. Cost
- b. Compliance with stated requirements
- c. Proposed schedule
- d. System reliability and availability
- e. Completeness of proposed system
- f. Ability and willingness of vendor to meet desired schedule
- g. System ease of use
- h. Experience of company with installing, training, delivering, and supporting integrated **STUDENT ASSESSMENT AND DATA ANALYSIS SYSTEMS** for school district use.
- i. Experience and skill of personnel proposed to install, train, and system support.

After those firms deemed to be the most qualified are selected, further evaluation and interviews of the selected firms may be conducted as part of the final selection process. The District reserves the right to complete the selection process without proceeding to an interview process and make a selection based solely on the information provided in the Proposal

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

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

### **Award Selection Process**

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

### **Additional Information** **KEY ACTION DATES**

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

<b>Milestone</b>	<b>Date</b>
RFQ Release/Advertise	February 11, 2011
Proposal Due Date	March 8, 2011
Interviews	March 14-18, 2011
Board Approval	April 12, 2011

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

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

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

**The proposal must be received by Tuesday, March 8, 2011 at 2:00 p.m. and addressed to:**

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

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

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

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

The District reserves the right to reject any or all responses and proposals to this RFQ.

***Thank you for your participation!***

## CERTIFICATION

**RFQ No. 7-1011**

### **Student Assessment and Data Analysis System**

I certify that I have read the attached **Request for Qualifications Student Assessment and Data Analysis System** and the instructions for submitting an RFQ. I further certify that I must submit one (1) original and three (3) copies of the firm's proposal in response to this request along with one (1) electronic copy in Word or PDF format on CD labeled with the firm's name, completed Certification by Contractor Criminal Records Check, Certification Participation of Disabled Veterans Business Enterprises, Conflict of Interest Certification, W-9 Form, and that I am authorized to commit the firm to the proposal submitted.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

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

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

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

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

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

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

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

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

To the Governing Board of Capistrano Unified School District:

I, \_\_\_\_\_ certify that:  
Name of Contractor

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

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

Executed at \_\_\_\_\_, California on \_\_\_\_\_.  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

**CERTIFICATION – PARTICIPATION OF  
DISABLED VETERAN BUSINESS ENTERPRISES  
IN ACCORDANCE WITH EDUCATION CODE 17076.11**

In accordance with Education Code Section 17076.11, the Capistrano Unified School District has a participation goal for Disabled Veteran Business Enterprises of at least three percent (3%) per year of the overall dollar amount of funds allocated by the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school buildings and expended each year by the District. At the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition precedent for final payment under the contract, the Contractor will provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises pursuant to the contract, so that the District can assess its success at meeting this goal.

The Contractor may provide the anticipated participation of Disabled Veteran Business Enterprises in terms of percentage of its total contract or the dollar amount anticipated to be paid to Disabled Veteran Business Enterprises or by providing the names of the Disabled Veteran Business Enterprises that will participate in the contract. If there is a discrepancy between the anticipated goals and the actual goals at completion of the contract or a failure to meet the anticipated goal or dollar amounts, the District will require the Contractor to provide, at the completion of the contract, a detailed statement of the reason(s) for the discrepancy or failure to meet the anticipated goals or dollar amounts.

I certify that I have read the above and will comply with the anticipated participation of Disabled Veteran Business Enterprises in this contract.

---

Signature

---

Typed or Printed Name

---

Title

---

Company

---

Address

---

City, State, Zip

---

Telephone

---

Fax

---

E-mail

## **CONFLICT OF INTEREST CERTIFICATION**

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

PRINT NAME \_\_\_\_\_

SIGNATURE AND DATE \_\_\_\_\_

TITLE OF OFFICER \_\_\_\_\_

NAME OF COMPANY \_\_\_\_\_

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

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

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

Explain: \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

- f. What was your last date of employment?

\_\_\_\_\_

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

\_\_\_\_\_, \_\_\_\_\_  
(City) (State)

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(Signature)

---

(Printed Name)

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(Title)

SYSTEM CAPABILITY CHECK OFF LIST

SYSTEM CRITERIA FOR RFQ 7-1011

Item	System Component	Yes	No	Comments
	<b>FUNCTIONALITY REQUIREMENTS</b>			
1	Is proposed system fully web-based?			
2	Is proposed system fully FERPA Compliant?			
3	Will proposed system have the ability to accept an encrypted export from our district SQL and/or AERIES Student Software databases via a secure file transport protocol?			
4	Will proposed system allow this transfer to take place daily?			
5	Will proposed system allow this transfer to take place nightly?			
6	Will system allow additional data to be included nightly uploads?			
7	Will system have the ability to have separate rosters for Summer School?			
8	Will student data be connected to the student over time?			
9	The Proposer will be able to accept State and National testing information directly from State and National files and load into the system?			
10	State and National Test results will be loaded into the system and available for teacher reports with 7 days of receipt of the file?			
11	System includes a mechanism for creating scanner-readable answer sheets for district and classroom level assessments?			
12	Scanner is plain paper based?			
13	Utilizes wide variety of low-cost scanners?			
14	Utilizes inexpensive, flexible scanning solutions?			
15	Scanning solution can be utilized with Macintosh- or Windows-based systems?			
16	Will proposed system have email and/or text capability?			
17	System includes the ability to create tests with a variety of questioning modalities within one exam?			
18	System includes the ability to generate answer sheets and accurately scan scores for both short and long answer responses in addition to multiple choice items?			
19	System allows users to link test items to			

	the California Content Standards in all content areas?			
20	Will proposed system have to ability to allow users to create question groups or clusters for data reporting?			
21	Will proposed system have to ability to allow users to set performance level thresholds based on raw scores and percent correct for data reporting?			
22	System will allow users to modify answer keys after assessments have been scanned?			
23	System will include a mechanism to keep individual and teacher created tests separate from district-wide benchmark tests.			
24	System will include the ability to move/copy tests to various folders or locations?			
25	System will include the ability to keep tests private to a particular user or group or public to all users?			
26	System will include the ability to host a file of an exam for download by various users?			
27	System will include the ability to create and host district created test bank items for use by all users?			
28	System will includes access to test bank items offered through the proposing company or affiliated vendors?			
29	Report features include reports at the student, classroom, teacher, school, and district levels for all national, state, local and teacher assessment data hosted in the SADAS?			
30	Reports use a variety of charts, tables, graphs and colors?			
31	Reports can be generated on Multiple measures?			
32	Users are able to create disaggregated reports based on a wide variety of criteria. Such criteria would include but is not limited to gender, ethnic background, socio-economic status, grade level, courses, educational programs, etc.?			
33	System has the ability to create ad hoc reports?			
34	System is able to store user built reports for easy recall and updating.			
35	System is able to create item analysis and other statistical reports to analyze the			

**EXHIBIT A**  
**(18 of 19)**

	reliability of exams.			
36	System includes longitudinal reporting capabilities.			
37	System is available over the Internet to authorized staff within the district. Access to the database should be validated by the use of a user name and password via a secure (encrypted) website?			
38	System is available to a district administrator to customize access to the data based on the user's educational needs?			
39	System is able to import data exported out of DATA DIRECTOR?			
40	System includes an online help link with detailed descriptions of all features?			
41	Scanners are TWAIN compliant?			
42	The system features an easy to use permission management allowing users to see data based on their assigned permission levels?			
43	System users are able to go back to previous roster years to find data.			
44	Easy to use interface for accessing reports and data?			
45	Reports from the system are able to be exported as a pdf, tab-delimited, or Excel spreadsheet formats?			
46	The initial database setup can be complete and the system in full operation by August 1, 2011, ready to accept 2011 STAR test data.			
47	The Proposer will provide at no cost to the District all updates to the system including but not limited to maintenance releases, major revisions, completely new systems that perform to these specifications that the proposing company releases during the length of this contract.			
48	Ability to calculate overall student growth for students from one year to the next for an individual teacher's class.			



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 8, 2011

TO: Joseph M. Farley, Superintendent  
FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services  
SUBJECT: **CLASSIFIED PERSONNEL ACTIVITY**

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**BACKGROUND INFORMATION**

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

**FINANCIAL IMPLICATIONS**

These positions will be charged to the appropriate fund and are included in the adopted budget.

**STAFF RECOMMENDATION**

It is recommended the Board approve the Classified Personnel Activity list.



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

**Personnel Activity List Board of Trustees Regular Meeting of February 8, 2011**  
**Classified Employees**

**ACCEPT RESIGNATIONS/TERMINATIONS**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Aguilar, Jose	Custodian I	Retirement	07/24/2000	12/31/2010
2. Buck, Stephanie	MS Campus Supervisor	Other Employ	02/25/2008	12/03/2010
3. Butler, Rodney	LVN	Voluntary	10/03/2006	10/29/2010
4. Clark, Kathleen	Health Asst	Voluntary	09/02/2008	12/10/2010
5. Crouse, Darla	District Registrar	Retirement	09/12/1990	03/02/2011
6. Geissinger, James	Sch Bus Driver	Retirement	01/31/2000	12/30/2010
7. Kenton, Denise	FS Worker	Other Employ	10/19/2009	12/31/2010
8. Levins, Verna	Info Systems Specialist I	Retirement	05/13/1991	12/17/2010
9. Martinez, Maureen	LVN	Relocation	11/05/2007	01/13/2011
10. Mejia, Zoila	Blngl Inst Asst	Moving	11/17/2008	11/17/2010
11. Mora, Dan	HS Campus Supervisor	Voluntary	12/14/2005	12/31/2010
12. Napoles, Roger	Custodian I	Retirement	01/22/1990	12/31/2010
13. Nigro, Nicholas	Maintenance Painter	Retirement	10/20/1970	12/30/2010
14. Ondryas, Cassandra	Academic Advisor	Retirement	03/05/1986	12/31/2010
15. Parsons, Edward	Sch Bus Driver	Retirement	11/20/2000	12/30/2010
16. Quijivix, Claudia	Blngl Inst Asst	Voluntary	12/11/1995	12/10/2010
17. Sandberg, Haley	Health Asst	Other Employ	12/14/2009	12/21/2010
18. Shen, Uma	Inst Asst-Sp Ed	Other Employ	10/27/2010	11/18/2010
19. Sims, Misty	FS Elem Cashier	Other Employ	09/08/2009	10/01/2010

**APPROVE EMPLOYMENT**

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
20. Donjuan, Nancy	Blngl Inst Asst (9.5mo/17.5hpw)	\$14.33 hr	R21-1	01/03/2011
21. Engelson, Sara	Indep Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	12/14/2010
22. Fay, Cassidy	Indep Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	11/17/2010
23. Ginsberg, Shari	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.64 hr	R19-1	12/03/2010
24. Guillen, Maria	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	01/04/2011
25. Hatcher, Jason	Indep Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	01/03/2011
26. Hayes, Alejandra	Blngl Inst Asst-Presch (9.5mo/15hpw)	\$14.69 hr	R22-1	12/06/2010
27. Holley, Mary	FS Worker (9.5mo/15hpw)	\$12.06 hr	R14-1	12/09/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 8, 2011  
Classified Employees

**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
28. Karamians, Amy	Inst Asst (9.5mo/17.5hpw)	\$13.64 hr	R19-1	12/13/2010
29. Magana, Jeanine	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.06 hr	R23-1	01/10/2011
30. Mata, Sharon	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	11/30/2010
31. Mendoza-Santos, N.	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.06 hr	R23-1	01/10/2011
32. Moore, Lanei	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.06 hr	R23-1	01/10/2011
33. Penny, Fabiane	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.06 hr	R23-1	01/10/2011
34. Reider, Teresa	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	12/06/2010
35. Rhine, Julien	Indep Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	01/03/2011
36. Rogers, Mark	Inst Asst (9.5mo/17.5hpw)	\$13.64 hr	R19-1	01/03/2011
37. Sandino, Claudia	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.06 hr	R23-1	01/10/2011
38. Sparkuhl, Emily	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	12/06/2010

<u>Name</u>	<u>Recall from Layoff</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
39. Nava, Salvador	Storekeeper/Delivery Driver (12mo/40hpw)	\$3768.62 mo	R28-6	01/06/2011

<u>Name</u>	<u>Recall from Layoff With Less Hours</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
40. Wilson, Maria	School Clerk I (10mo/15hpw)	\$19.22 hr	R23-6	01/03/2011

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
41. Atkinson, Jodie	Indep Facilitator	\$14.69 hr	R22-1	01/04/2011
	Inst Asst-Sp Ed	\$14.06 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.64 hr	R19-1	

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 8, 2011  
Classified Employees

**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
42. Borosky, Sarah	Indep Facilitator	\$14.69 hr	R22-1	01/03/2011
	Inst Asst-Sp Ed	\$14.06 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.64 hr	R19-1	
43. Butler, Rodney	LVN	\$18.02 hr	R30-1	11/01/2010
44. Christner, Michelle	Student Supervisor	\$10.00 hr	N/A	12/08/2010
45. Clark, Kathleen	Health Asst	\$16.62 hr	R27-1	12/13/2010
46. Duncan, Carole	HS Office Manager	\$19.27 hr	R33-1	01/03/2011- 06/30/2011
47. Ferguson, Tiffany	MS Campus Supervisor	\$15.06 hr	R23-1	12/06/2010
48. Levens, Verna	Clerk	\$15.16 hr	R23-1	12/18/2010
49. Lewis-Mahoney, M.	Inst Asst	\$13.64 hr	R19-1	12/03/2010
50. Lundholm, Maria	Indep Facilitator	\$14.69 hr	R22-1	01/03/2011
	Inst Asst-Sp Ed	\$14.06 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.64 hr	R19-1	
51. Marotta, Michael	Custodian	\$16.21 hr	R26-1	12/06/2010
52. Micalizzi, Tracy	Indep Facilitator	\$14.69 hr	R22-1	01/03/2011
	Inst Asst-Sp Ed	\$14.06 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.64 hr	R19-1	
53. Mora, Dan	HS Campus Supervisor	\$15.16 hr	R23-1	01/04/2011
54. Nyhuis, Laura	HS Office Manager	\$19.27 hr	R33-1	01/03/2011- 06/30/2011
55. Rochelle, Phil	Sch Bus Driver	\$17.48 hr	R28-1	11/29/2010
56. Taylor, Margaret	Student Supervisor	\$10.00 hr	N/A	01/03/2011
57. Valtier, Bertha	Student Supervisor	\$10.00 hr	N/A	01/04/2011
<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>		<u>Effective Date</u>
58. Anderson, Dyanne	ASB Worker	\$10.00 hr		11/29/2010- 02/11/2011
59. Brown, Eric	ASB Worker	\$10.00 hr		11/08/2010- 02/11/2011
60. Burciaga, Jeremy	ASB Worker	\$10.00 hr		09/08/2010- 06/23/2011
61. Butterworth, Brad	ASB Worker	\$10.00 hr		11/08/2010- 02/11/2011
62. Nicks, Hannah	ASB Worker	\$10.00 hr		11/29/2010- 02/22/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 8, 2011  
Classified Employees

**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position- Co-Curricular</u>	<u>Salary</u>	<u>Effective Date</u>
63. Grishaber, Ronald	Mock Trial/Speech	\$1059.00	11/01/2010- 06/22/2011

**APPROVE REASSIGNMENT**

<u>Name</u>	<u>Former Classification</u>	<u>Reassignment</u>	<u>Range Step</u>	<u>Effective Date</u>
64. Anthony, Judy	IF-Autism (9.5mo/30hpw)	Indep Facilitator (9.5mo/35hpw)	R22-4	11/30/2010
65. Olmedo, Yesenia	IF-Autism (9.5mo/30hpw)	Indep Facilitator (9.5mo/30hpw)	R22-4	12/06/2010

**APPROVE PROMOTION**

<u>Name</u>	<u>Former Classification</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
66. Arias, Blanca	Blngl Inst Asst (9.5mo/17.5hpw)	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	R23-2	01/03/2011
67. Kardos, Dawn	Lead FS Worker I (9.5mo/40hpw)	Lead FS Worker II (Temp/40hpw)	R31-6	12/06/2010- 12/17/2010
68. Maxwell, Kerri	Sch Secretary II (10.50mo/40hpw)	Academic Advisor (11mo/40hpw)	R35-2	01/03/2011
69. McMaster, Janice	Inst Asst-Sp Ed Presch (9.5mo/17.5hpw)	Indep Facilitator (9.5mo/30hpw)	R22-10	12/13/2010
70. Montoya, Julie	Inst Asst-Presch (9.5mo/12hpw)	Indep Facilitator (9.5mo/32.5hpw)	R22-4	12/13/2010
71. Nieto, Victoria	Caregiver (9.5mo/17.5hpw)	Indep Facilitator (9.5mo/25hpw)	R22-4	01/03/2011
72. Stewart, Susan	Sch Clerk I (10mo/15hpw)	Academic Advisor (11mo/20hpw)	R35-1	01/03/2011

**APPROVE ASSIGNMENT ADJUSTMENT**

<u>Name</u>	<u>Former Classification</u>	<u>Current Classification</u>	<u>Range Step</u>	<u>Effective Date</u>
73. Fay, Darren	IF-Autism (10.75mo/40hpw)	Indep Facilitator (9.5mo/30hpw)	R22-4	12/13/2010
74. Hansler, Tara	Indep Facilitator (9.5mo/32.5hpw)	Indep Facilitator (9.5mo/35hpw)	R22-2	12/13/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 8, 2011  
Classified Employees

**APPROVE ASSIGNMENT ADJUSTMENT (Cont.)**

<u>Name</u>	<u>Former Classification</u>	<u>Current Classification</u>	<u>Range Step</u>	<u>Effective Date</u>
75. Montross, Christine	Indep Facilitator (9.5mo/17.5hpw)	Indep Facilitator (9.5mo/32.5hpw)	R22-4	11/08/2010

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT**

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date</u>
76. Armitage, David	Delegated Behind Wheel Trainer NTE 40hrs (Training hours for new driver class)	R30-6	12/20/2010- 02/28/2011
77. Burns, Brittney	Inst Asst-Presch NTE 12hrs (Assist w/room prep, staff mtgs, etc)	R20-1	11/15/2010- 06/30/2011
78. Gomez, Nancy	Delegated Behind Wheel Trainer NTE 40hrs (Training hours for new driver class)	R30-6	12/20/2010- 02/28/2011
79. Hankins, Heather	Inst Asst-Presch NTE 12hrs (Assist w/room prep, staff mtgs, etc)	R20-1	11/15/2010- 06/30/2011
80. Isch-Hewell, V.	Transportation Dispatcher NTE 60hrs (Relieve trip dispatcher)	R32-15	12/02/2010- 12/14/2010
81. Mar, Araceli	Bngl Elem Sch Clerk NTE 20hrs (Process & maint of student materials)	R27-3	11/15/2010- 06/24/2011

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT**  
**PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
82. Andresen, Maria	Indep Facilitator NTE 10hrs (Translation for parent/teacher meetings)	11/02/2010- 06/23/2011
83. Arndt, Kurt	Inst Asst-Sp Ed NTE 3hpw (Support after school programs – Tues & Thurs)	10/04/2010- 06/23/2011
84. Azzazy, Amparo	Bngl Comm Svs Liaison NTE 25hrs (Documentation of home visits and outreach)	12/01/2010- 06/23/2011
85. Becerra, Patricia	Bngl Elementary Sch Clerk NTE 30hrs (Assist with periodic student registration)	11/15/2010- 06/23/2011
86. Borja, Pahola	Bngl Inst Asst NTE 10hrs (Translation for parent/teacher meetings)	09/08/2010- 06/23/2011
87. Crowe, Carmen	Bngl Comm Svs Liaison NTE 15hrs (Interpret for parents and teachers)	10/07/2010- 06/23/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 8, 2011  
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT (Cont.)**  
**PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
88. Gast, Lucibel	Blngl Comm Svs Liaison NTE 25hrs (Documentation of home visits and outreach)	12/01/2010- 06/23/2011
89. Hannegan, N.	Inst Asst-Sp Ed NTE 10hrs (Provide child care for ELAC meetings)	11/15/2010- 06/22/2011
90. Jiminez, Leticia	Blngl Comm Svs Liaison NTE 48hrs (Orientation and prepare for the opening of sch)	08/31/2010- 09/06/2010
91. Mar, Araceli	Blngl Clerk NTE 20hrs (Processing student materials for instruction)	11/15/2010- 06/24/2011
92. McCullouch, Sonia	Blngl Inst Asst NTE 30hrs (Translation as needed)	11/01/2010- 06/23/2011
93. Neumiller, Nora	Blngl Clerk NTE 2hrs (Translation for parent/teacher meetings)	11/17/2010
94. Ortega, Carmen	Blngl Inst Asst NTE 30 hrs (Translation for parent/teacher meetings)	11/01/2010- 06/23/2011
95. Stewart, Susan	Sch Clerk I NTE 35hrs (Help in office as needed)	09/08/2010- 12/17/2010

**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED**  
**FOR VACANT POSITION OR ABSENT EMPLOYEE**

<u>Name</u>	<u>Current Assignment</u>	<u>Classification Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
96. Rose, Maryanne	Indep Facilitator (9.5mo/17.5hpw)	IF-Autism	R22-1	10/18/2010- 06/22/2011
97. Talafus, Susan	Health Asst (9.5mo/17.5hpw)	MS Campus Supervisor	R23-6	09/08/2010- 06/23/2011
98. Wendy, Anita	Indep Facilitator (9.5mo/30hpw)	IF-Autism	R22-1	11/05/2010- 11/19/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 8, 2011

TO: Joseph M. Farley, Superintendent  
FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services  
SUBJECT: **CERTIFICATED PERSONNEL ACTIVITY**

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**BACKGROUND INFORMATION**

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

**FINANCIAL IMPLICATIONS**

These positions will be charged to the appropriate fund and are included in the adopted budget.

**STAFF RECOMMENDATION**

It is recommended the Board approve the Certificated Personnel Activity list.



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, February 8, 2011  
Certificated Employees

**ACCEPT RESIGNATIONS/TERMINATIONS**

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Date of Employment</u>	<u>Date of Separation</u>
1. Judd, Dana	Teacher	Relocation	08/30/2006	02/04/2011
2. Wilbur, Scott	Principal K-8	Personal	07/23/2008	01/30/2011

**APPROVE EMPLOYMENT**

<u>Name</u>	<u>1<sup>st</sup> Year Temporary</u>	<u>Annual Salary</u>	<u>Column/Step</u>	<u>Effective Date</u>
3. Almanza, N.	Teacher	\$47,090	A-1	12/08/2010
4. Barile, Diana	Teacher-40%	\$51,916	C-1	12/13/2010
5. Bortz, Suzanna	Teacher-60%	\$47,090	A-1	01/03/2011

**APPROVE HOME/HOSPITAL TEACHERS**

Pay @ \$35.00 per hour

6. Beyer, Quinn	10. McElroy, Dean
7. Chavez-Rock, Barbara	11. Shick, Allison
8. Finnsson, Jamie	12. Williams, Stephanie
9. Gregerson, Bridget	

**APPROVE ADULT EDUCATION TEACHERS**

Pay @ \$30.00 per hour

13. Bumatay, Marilyn

**APPROVE SUBSTITUTE TEACHERS**

Pay @ \$90.00 per day

14. Cowan-Ruhlen, Ada	16. Ehrke, Sean
15. Dedmon, Kristen	

**APPROVE ASSIGNMENT ADJUSTMENTS**

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
17. Chutuk, Julie	Counselor-60%	Counselor-100%	12/06/2010
18. Curtis, Christy	STAP II	Asst Principal-HS (Temporary)	01/04/2011
19. Meissner, Andrea	Teacher	ATAP II	09/01/2010

**APPROVE ADDITIONAL ASSIGNMENTS**

20. <u>Attend Keystone MS Collaboration Meeting-ELD</u> NTE 2 hours non-instructional pay @ \$30.00 per hour	11/03/2010
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CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, February 8, 2011  
Certificated Employees

**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

21. Proctor GATE Testing-GATE  
NTE 3 hours instructional pay @ \$35.00 per hour 01/08/2011  
NTE 3 hours instructional pay @ \$18.00 per hour Substitute Teacher

22. Attend PLC Trainings-Staff Development  
NTE 3.5 hours non-instructional pay @ \$30.00 per hour 10/19/2010-11/16/2010

23. Attend and participate in HS Keystone Training-Staff Development  
NTE 2 hours non-instructional pay @ \$30.00 per hour 12/02/2010

Collaboration and Meeting Time for CUSD's Academic Design and  
Delivery Program-Ambuehl Elem

NTE 6 hours non-instructional pay @ \$30.00 per hour  
09/08/2010-06/23/2011

24. Caestecker, Heidi 25. Tatarian, Katherine

Move Teacher from Ambuehl Elem to Barcelona Hills Elem-Barcelona Hills Elem  
Pay 2 days @ \$90.00 per day  
09/05/2010-09/06/2010

26. Hayden, Curtis

ELD Advisor-Bathgate Elem  
NTE 15 hours non-instructional pay @ \$30.00 per hour  
09/01/2010-06/30/2011

27. Gilstrap, Tiffany

ELD Advisor-Benedict Elem  
NTE 7.5 hours non-instructional pay @ \$30.00 per hour  
09/08/2010-06/23/2011

28. McCorkle, Valerie 29. Pierce, Jonathan

Three Workshops through OCDE-Bergeson Elem  
NTE 6 hours non-instructional pay @ \$30.00 per hour  
11/29/2010-03/29/2011

30. Terheggen, Jacquelin 31. Wiseman, Holly

ELD Advisor-Del Obispo Elem  
NTE 15 hours non-instructional pay @ \$30.00 per hour  
09/01/2010-06/30/2011

32. Link, Barbara 33. Lukens, Cynthia

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, February 8, 2011  
Certificated Employees

**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

Instructional Support for English Learners-Hidden Hills Elem

NTE 38 hours instructional pay @ \$35.00 per hour  
01/03/2011-05/25/2011

34. Beltran, Antonio

35. Hodel, Gail

ELD Advisor-Ladera Ranch Elem

NTE 45 hours non-instructional pay @ \$30.00 per hour  
09/06/2010-06/15/2011

36. Conover, Nancy

Supplement Site Technology Coordinator Stipend-Las Flores Elem

NTE 15 hours instructional pay @ \$35.00 per hour  
09/08/2010-06/23/2011

37. Boelman, Tami

Homework Club-Las Flores Elem

NTE 25 hours instructional pay @ \$35.00 per hour  
11/15/2010-05/26/2011

38. Anderson, Melissa

41. Hauschild, Wendie

39. Battenfield, Susan

42. Kulkarni-Fish, Manisha

40. Fettis, Annette

43. Myers, Colleen

ELD Advisor-Lobo Elem

NTE 45 hours non-instructional pay @ \$30.00 per hour  
09/08/2010-06/23/2011

44. Rutherford, Susanne

ELD Advisor-Oak Grove Elem

NTE 45 hours non-instructional pay @ \$30.00 per hour  
09/01/2010-06/30/2011

45. Bradbury, Rebecca

ELD Advisor-Viejo Elem

NTE 75 hours non-instructional pay @ \$30.00 per hour  
09/08/2010-06/23/2011

46. Narr, Cherise

Homework Club-Bernice Ayer MS

NTE 30 hours instructional pay @ \$35.00 per hour  
10/05/2010-06/16/2011

47. Ordonez, Lourdes

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, February 8, 2011  
Certificated Employees

**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

Coach Surf Team After School Enrichment Class-Marco Forster MS

NTE 110 hours instructional pay @ \$35.00 per hour  
10/04/2010-06/23/2011

48. Almanza, Nadine

49. Derry, Patrick

Teach Photoshop and Other Computer Programs to After School  
Yearbook Class-Marco Forster MS

NTE 8 hours instructional pay @ \$35.00 per hour  
11/15/2010-06/23/2011

50. Rivadeneyra, Mark

ADD Training-Marco Forster MS

NTE 20 hours non-instructional pay @ \$30.00 per hour  
09/08/2010-06/24/2011

51. Carr, Mary

54. Medina-Sabad, Kristen

52. Elliot, Grace

55. Romero, Debra

53. Frommholz, Eric

56. Sarigumba, Bernadette

Keystone Planning-Marco Forster MS

NTE 16 hours non-instructional pay @ \$30.00 per hour  
11/30/2010-06/22/2011

57. DeLange, Lynn

61. Mulcahy, Eileen

58. Dendel, Ranna

62. Rader, Melinda

59. Deptola, Cheri

63. Rodriguez, Cathy

60. Elliot, Grace

64. Romero, Debra

Teach Art-Newhart MS

NTE 17.14 hours instructional pay @ \$35.00 per hour  
01/03/2011-06/17/2011

65. McFaul, Maribeth

Teach Athletic Sports-Newhart MS

NTE 28.57 hours instructional pay @ \$35.00 per hour  
01/03/2011-06/17/2011

66. Gallud, Fernando

Teach Stock Market Strategy-Newhart MS

NTE 17.14 hours instructional pay @ \$35.00 per hour  
01/03/2011-06/17/2011

67. Franzi, Debra

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, February 8, 2011  
Certificated Employees

**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

ELD Advisor-Niguel Hills MS

NTE 35 hours non-instructional pay @ \$30.00 per hour  
09/08/2010-06/23/2011

68. Freeman, Denene

Support of the CUSD Induction/BTSA Participating Teachers-Vista del Mar MS

NTE 95 hours non-instructional pay @ \$30.00 per hour  
12/01/2010-06/23/2011

69. Dewees, Julia

ADD/SIOP Observations/Coaching/Debriefing-Aliso Niguel HS

NTE 24 hours instructional pay @ \$35.00 per hour  
11/05/2010-02/28/2011

70. Bennett, Kathleen

72. Schreiman, Courtney

71. DeDiego, Joslin

Saturday School (1<sup>st</sup> Semester)-Capistrano Valley HS

NTE 8 hours instructional pay @ \$35.00 per hour  
01/03/2011-01/31/2011

73. Lee, Christina

Saturday School (2<sup>nd</sup> Semester)-Capistrano Valley HS

NTE 36 hours instructional pay @ \$35.00 per hour  
02/07/2011-06/22/2011

74. Addison, Chad

76. Kruse-Morgan, Shauna

75. Hindman, Dee Ann

77. Lee, Christina

DMV Paperwork-San Clemente HS

NTE 2 hours non-instructional pay @ \$30.00 per hour  
06/14/2010

78. Shick, Allison

Academic Development and Delivery-San Clemente HS

NTE 12 hours non-instructional pay @ \$30.00 per hour  
09/08/2010-02/04/2011

79. Dutton, Caroline

82. Sigafos, Kathleen

80. Lewis, Ann

83. Sterling, Keri

81. McCarthy, Ryan

84. Willey, Elizabeth

Support of the CUSD Induction/BTSA Participating Teachers-Tesoro HS

NTE 85 hours non-instructional pay @ \$30.00 per hour  
12/01/2010-06/23/2011

85. Olinger, Cathy

86. Turpel, Dianne

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, February 8, 2011  
Certificated Employees

**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

Support of the CUSD Induction/BTSA Participating Teachers-CHOOSE  
NTE 95 hours non-instructional pay @ \$30.00 per hour  
12/01/2010-06/23/2011

87. Rose, Linda

Support of the CUSD Induction/BTSA Participating Teachers-Education Division  
NTE 105 hours non-instructional pay @ \$30.00 per hour  
12/01/2010-06/23/2011

88. Chamberlain, David

Compensatory Services per IDR-Special Education  
NTE 7 hours instructional pay @ \$35.00 per hour  
12/07/2010-04/15/2011

89. Bolla, Brenda

Provide Autism Department Support-Special Education  
NTE 133 hours non-instructional pay @ \$30.00 per hour  
06/29/2010-10/29/2010

90. Terhune, Cynthia

**APPROVE LEAVES OF ABSENCE**

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
91. Arakawa, Kerri	Personal	01/03/2011-06/24/2011
92. Thomas, Harmony	Child Care	01/03/2011-06/24/2011
93. Young, Jessica	Child Care	12/16/2010-06/24/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 8, 2011

TO: Joseph M. Farley, Superintendent

FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services

SUBJECT: **AUTHORIZATION OF COACHES TO PROVIDE PHYSICAL  
EDUCATION CREDIT, SECOND SEMESTER**

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**BACKGROUND INFORMATION**

Districts may assign a teacher with a credential in a subject area other than physical education to coach a competitive sport and award physical education credit to students. State law requires that such teachers be full-time employees of a district, complete a minimum of 20 hours of first-aid instruction, have training on the harmful effects of steroid use, and be approved by the Board of Trustees.

**CURRENT CONSIDERATIONS**

This agenda item requests approval by the Board of Trustees for teachers who are credentialed in subjects other than physical education to provide physical education credit to students in that respective sport.

It has been determined that all teachers who do not hold a physical education credential, but are assigned coaching activities for which such credit is given, are full-time employees of the school District and have completed CPR and first aid instruction. Additionally, these coaches have attended or are in the process of attending a training program based on the Victory With Honor curriculum, which includes discussion on the dangerous effects of steroids. Therefore, it is now appropriate for the Board of Trustees to approve teachers so assigned (Exhibit A).

**FINANCIAL IMPLICATIONS**

Coaching stipends are budgeted and funded through the general fund or through booster club donations.

**STAFF RECOMMENDATION**

It is recommended the Board authorize the appropriate teachers to coach a competitive sport for one period per day and provide physical education credit to the students enrolled in the class (Exhibit A).



**ALISO NIGUEL HIGH SCHOOL**

Teacher	Assignment
Sharon Alvarez	Softball
Keith Barnett	Basketball/Boys
Dan Bornfeld	Volleyball/Boys
Greg Colwell	Wrestling
Ryan Cox	Swimming/Girls
Justin Ferdinand	Swimming/Boys
Manoj Mahindrakar	Pep Squad
Richard Ruhlen	Tennis/Boys
John Walsh	Track and Field/Boys
Dave Weinberg	Marching Band

**CAPISTRANO VALLEY HIGH SCHOOL**

Teacher	Assignment
Richard Bordner	Wrestling
Brian Clark	Football
Patrick Higginson	Swimming/Girls
Brian Mulligan	Basketball/Boys
Matthew Poston	Football
Kenneth Sayles	Track and Field/Girls
Brian Schultz	Surfing
Leesa Shults-Amon	Pep Squad
Jason Sorrell	Soccer/Boys/Girls
Andreas Waldukat	Drumline/Auxiliary
Mark York	Track and Field/Boys

**DANA HILLS HIGH SCHOOL**

Teacher	Assignment
Michael Brooks	Lacrosse
Leonardo Compean	Soccer/Boys
Tom Desiano	Basketball/Boys
Justin Green	Tennis
Matthew Reid	Pep Squad
Matthew Rosa	Swimming

**SAN CLEMENTE HIGH SCHOOL**

Teacher	Assignment
Walter (John) Bandaruk	Swimming/Girls
Hugh Batten	Swimming/Boys
Richard Brown	Wrestling
Mary Mulligan Crapo	Basketball/Girls
Michael Hurlbut	Golf/Boys
Daniel Johnson	Track/Boys
Eric Patton	Football
Marc Popovich	Basketball/Boys
David Proodian	Track/Girls
Antonio Soto	Marching Band
John Stephens	Tennis/Boys

**SAN JUAN HILLS HIGH SCHOOL**

Teacher	Assignment
Jill Burdick-Zupancic	Pep Squad
David Burnette	Track and Field
Dean McElroy	Colorguard
Farrell Moore	Soccer
Catherine Nolan	Track and Field
Nathan Roberts	Surfing
Karen Sanchez	Swimming
Jeremey Wooten	Baseball

**TESORO HIGH SCHOOL**

Teacher	Assignment
Richard Brail	Baseball
Timothy DiLeo	Tennis/Boys
Steve Garrett	Basketball/Boys
Michael Gibson	Swimming/Boys
Andrew Magana	Marching Band
Cathy Olinger	Drum Line/Auxiliary
Richard Polk	Volleyball/Boys
Donald Skaff	Soccer/Boys



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 8, 2011

TO: Joseph M. Farley, Superintendent  
FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services  
SUBJECT: **QUARTERLY REPORT-WILLIAMS SETTLEMENT  
UNIFORM COMPLAINT**

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**BACKGROUND INFORMATION**

As a result of the Williams Settlement, Education Code §35186 mandates that school districts establish policies and procedures to resolve deficiencies related to textbooks and instructional materials; teacher vacancies or misassignments; facilities conditions posing a threat to student/staff health or safety, and instruction and services for the California High School Exit Examination (CAHSEE).

The law also requires that districts report any deficiencies or the absence of deficiencies to the Board of Trustees at a regularly scheduled public meeting. In addition, this information needs to be shared with the Orange County Superintendent of Schools.

**CURRENT CONSIDERATIONS**

This agenda item presents for review the Williams report from the second quarter of the 2010-2011 school year. These reports are monitored by Executive Director, Risk Management/Compliance, Jeffrey Bristow. In the past quarter, the District has not received any valid Williams complaints concerning its instructional materials, teacher qualifications, facilities, or CAHSEE services (Exhibit A).

**FINANCIAL IMPLICATIONS**

There is no financial impact.

**STAFF RECOMMENDATION**

It is recommended the Board accept this report as an informational item.



## 2010-2011 Quarterly Report on Williams Uniform Complaints [Required by Education Code section 35186]

**District:** Capistrano Unified School District

**Person completing this form:** Jeffrey Bristow

**Title:** Executive Director, Risk Management/Compliance

- |  |                                       |
|--|---------------------------------------|
| <input type="checkbox"/> Quarter #1    July 1 to September 30, 2010              | <b>Report due by October 29, 2010</b> |
| <input checked="" type="checkbox"/> Quarter #2    October 1 to December 31, 2010 | <b>Report due by January 31, 2011</b> |
| <input type="checkbox"/> Quarter #3    January 1 to March 31, 2011               | <b>Report due by April 29, 2011</b>   |
| <input type="checkbox"/> Quarter #4    April 1 to June 30, 2011                  | <b>Report due by July 29, 2011</b>    |

Date for information to be reported publicly at governing board meeting: February 8, 2011

**Please check the box that applies:**

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancies or Misassignments	0		
Facility Conditions	0		
CAHSEE Intensive Instruction & Services (High school districts only. All other districts answer N/A)	0		
<b>TOTALS</b>	0		

Print name of Superintendent: Joseph M. Farley, Ed.D.

Signature of Superintendent: \_\_\_\_\_

Date: 1-7-2011

**Please submit to:**

Suzie Strelecki  
Senior Administrative Assistant  
200 Kalmus Drive, B-1009  
P.O. Box 9050, Costa Mesa, CA 92628-9050  
(714) 966-4336 or fax to: (714) 549-2657

042610500



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 8, 2011

TO: Jack R. Brick, President  
and Members  
Board of Trustees, Capistrano Unified School District

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

SUBJECT: **FISCAL YEAR 2011-2012 INITIAL BUDGET DISCUSSION -  
BUDGET DEVELOPMENT CALENDAR,  
BUDGET GUIDELINES AND BUDGET ASSUMPTIONS**

---

**BACKGROUND INFORMATION**

Education code and state law require school districts to annually prepare and present to the governing board for approval an operation budget for the coming fiscal year. One of the more challenging aspects about developing budgets for schools is that actual revenue is not known until after the fiscal year has ended. In order to create a framework for building the budget, staff makes certain assumptions and predictions regarding the components upon which the budget is constructed.

Budget guidelines are the overarching instructions staff uses when compiling the budget. They are looked to as the guiding parameters and targets the budget seeks to achieve. Budget assumptions are the primary revenue and expenditure estimates staff projects in order to compile the budget. Typically, the budget guidelines vary little from year to year. Budget assumptions can vary considerably, depending on the economic situation and the direction outlined in the Governor's budget proposal.

In addition, each year school districts are required to develop a budget development calendar for the coming budget year. The purpose of the calendar is to list, in detail, the steps of the budget development process and ensure all phases of the process are completed in a timely manner. The budget development calendar may be revised as necessary throughout the process.

A district's budget development calendar, budget guidelines, and budget assumptions are critical components of the budget development process. Establishing CUSD's budget development calendar creates a timeline to ensure we meet our fiscal requirements. Additionally, the guidelines and assumptions take into account the many internal and external factors affecting revenue and expenditure activity of the District.

### **CURRENT CONSIDERATION**

This agenda item presents for Board consideration a budget development calendar, budget guidelines, and budget assumptions based on the Governor's January budget proposal. The information contained within these documents will undoubtedly change as the state budget is formulated. Once the Governor's May budget revision is released, staff will formally revise this information and bring it back to the Board when the budget is presented for adoption in June. As budget details are released throughout the spring, these documents will be revised and updated as appropriate.

The following Exhibits are attached:

Exhibit A	Budget Calendar
Exhibit B	Budget Guidelines
Exhibit C	Budget Assumptions

### **FINANCIAL IMPLICATIONS**

There is no financial impact.

### **STAFF RECOMMENDATION**

It is requested Board President Jack Brick recognize Ron Lebs, Deputy Superintendent, Business & Support Services, who 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 budget calendar, budget guidelines, and budget assumptions.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, CA

2011-12 Dynamic Budget Calendar

<u>Date</u>	<u>Action</u>	<u>Responsibility</u>
<b>January</b>		
January 10, 2011	Governor's 2011-12 budget proposal released	Governor
January 12, 2011	<b>Board Meeting</b> - Present 2009-10 audited financial statements and report	Trustees, CBO, Ex. Dir. Fiscal Services External Auditors
January 18, 2011	Attend School Services Governor's Proposal Budget Workshop - Receive guidance on current and out-year budget considerations and impacts, and incorporate into budget development	Business Staff
January 24, 2011	Begin 2011-12 budget development, incorporating information from Governor's January proposal	Business Staff

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, CA

2011-12 Dynamic Budget Calendar

<u>Date</u>	<u>Action</u>	<u>Responsibility</u>
<b>February</b>		
Weekly	Initiate weekly 2011-12 budget planning and analysis discussions - Review current and projected budgets for sites and departments - Examine and realign categorically funded positions and programs - Prepare Second Interim report	Business Staff
Weekly	Initiate weekly 2011-12 budget planning and analysis discussions - Review budget guidelines, assumptions, and calendar - Discuss Governor's January budget proposal	CBO, Cabinet
February 1, 2011	Formulate and review preliminary enrollment and staffing projections - Prepare preliminary site budgets, and analyze impact to MYP - Develop certificated layoff recommendations	Business, Personnel, and Education Staff
February 8, 2011	<b>Board Meeting</b> - Present impact of Governor's January budget proposal, elicit input from Trustees - Approve budget guidelines, assumptions, and calendar	Trustees, CBO, Ex. Dir. Fiscal Services
February TBD	Staff Budget Workshop - Examination of budgets at resource level to determine legal obligations and priorities - Review and examine core programs - Determine priorities within programs and activities	Superintendent, CBO, Business Staff, Program Managers

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, CA

2011-12 Dynamic Budget Calendar

<u>Date</u>	<u>Action</u>	<u>Responsibility</u>
<b>March</b>		
Weekly	2011-12 budget discussions (as appropriate) - Analyze recommendations from staff budget workshop (as applicable) - Refine site budget allocations, based on enrollment and certificated staffing projections - Prepare budget scenarios based on State funding projections (as applicable)	Business Staff
Weekly	2011-12 budget discussions (as appropriate) - Review and discuss findings from staff budget workshop (as applicable) - Determine programmatic priorities and activities	CBO, Cabinet
March 8, 2011	<b>Board Meeting</b> - Present Second Interim Report - Update Board on 2011-12 budget development - Review Tier III categorical flexibility proposal - Review risks to MYP and assumptions, based on updated information from State (if applicable) - Review potential budget reductions, elicit feedback - Approve certificated layoff resolution	Trustees, CBO, Ex. Dir. Fiscal Services, Personnel
March 14, 2011	Community budget discussions	Superintendent, CBO, Business Staff
March 15, 2011	Deadline to notify certificated staff of preliminary layoff	Personnel
March 21, 2011	Community budget discussions	Superintendent, CBO, Business Staff
March 28, 2011	Community budget discussions	Superintendent, CBO, Business Staff

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, CA

2011-12 Dynamic Budget Calendar

Date	Action	Responsibility
<b>April</b>		
Weekly	Continue 2011-12 budget discussions (as appropriate) - Formulate and review preliminary classified staffing - Refine and finalize site budget allocations, based on enrollment and staffing projections - Prepare Third Interim Report - Review and update 2010-11 fiscal year close	Business Staff
Weekly	Continue 2011-12 budget discussions (as appropriate) - Review data from prior budget workshop(s) and community input - Prepare preliminary budget reduction recommendations	CBO, Cabinet
April 12, 2011	<b>Board Meeting</b> - Update Board on 2011-12 Budget Development - Review risks to MYP and assumptions, based on updated information from State (if applicable) - Review and refine potential budget reductions, elicit feedback	Trustees, CBO, Ex. Dir. Fiscal Services
April 18, 2011	Community budget discussions (if needed)	Superintendent, CBO, Business Staff

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, CA

2011-12 Dynamic Budget Calendar

<u>Date</u>	<u>Action</u>	<u>Responsibility</u>
<b>May</b>		
Weekly	Continue 2011-12 budget discussions (as appropriate) - Analyze budget reduction recommendations - Review and update 2010-11 fiscal year close - Amend budget guidelines and assumptions, based upon Governor's May Revise	Business Staff
Weekly	Continue 2011-12 budget discussions (as appropriate) - Finalize budget reduction recommendations	CBO, Cabinet
May 2, 2011	Revise enrollment projection for 2011-12, and make staffing allocation adjustments	Business Staff
May 10, 2011	<b>Board Meeting</b> - Present Third Interim Report - Update Board on 2011-12 budget development - Present draft 2011-12 budget recommendations, including reduction recommendations, elicit feedback	Trustees, CBO, Ex. Dir. Fiscal Services
Mid May	Governor releases May Revision to the proposed 2011-12 State Budget	Governor
Late May	Attend Governor's May Revise Budget Workshop – School Services - Receive guidance on current and out-year budget considerations and impacts, and incorporate into Final Budget	Business Staff

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, CA

2011-12 Dynamic Budget Calendar

<u>Date</u>	<u>Action</u>	<u>Responsibility</u>
<b>June</b>		
June 7, 2011	<b>Board Meeting</b> - Review Governor's May Revise - Initial presentation of 2011-12 budget - Approve 2011-12 budget reductions - Initial presentation of estimated actuals and estimated ending balance - Initial presentation of 2011-12 budget	Trustees, CBO, Ex. Dir. Fiscal Services
Mid June	Final 2011-12 budget available for public viewing	Public
June 21, 2011	<b>Board Meeting</b> - Hold Tier III categorical flexibility public hearing - Hold public hearing on Final 2011-12 budget - Present and approve Final 2011-12 budget	Trustees, CBO, Ex. Dir. Fiscal Services
TBD	Within 45 days of Governor signing the annual State Budget, staff shall report the impact (if any) of the adopted State Budget upon the District	CBO, Ex. Dir. Fiscal Services
<b>August</b>		
August 26, 2011	Final enrollment and staffing projections	Business, Personnel, and Education Staff
<b>September</b>		
September 20, 2011	Reporting of actual attendance (Tenth Day) for the 2011-12 school year	Business, Education, and Site Staff

Presented for Board Approval: February 8, 2011

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**Budget Guidelines**  
**2011-12**

**PURPOSE:**

Budget guidelines provide the overarching set of instructions that staff will use in the creation of the fiscal year budget. Guidelines set consistent parameters and goals that drive the formation of the budget.

**GENERAL:**

1. At a minimum, the primary consideration in developing the budget is the provision of an effective and contemporary educational program, which meets District and State standards and regulations at all grade levels.
2. Budgeted expenditures shall not exceed income plus any carry over from prior years.
3. Budget assumptions shall be developed, reviewed, and updated on an on-going basis.
4. A budget calendar shall be created and used as a planning guide for budget development.
5. The Strategic Plan along with Board goals, directions, and priorities will be a driving force in the development of the budget, to the extent allowed within the available funding.
6. When the Board authorizes or approves a new goal, project, or program, it shall specify the allocation or reallocation of resources required to appropriately execute the new initiative.
7. When new projects, plans, or programs are presented to the Board for approval, the estimated fiscal impact of the project and available funding sources shall be included.
  - 7.1 Upon approval, the budget shall be adjusted as deemed appropriate based on the availability of funds and the Board's priorities.
8. The budget shall include a General Fund Reserve for Economic Uncertainty of no less than 2% of the total General Fund appropriations in classes 1000 through 7000.
9. Staffing shall be maintained so as to appropriately carry out Board policies, support future growth, and honor collective bargaining agreements.
10. The Cafeteria Fund, Child Care Fund, and Associated Student Body funds shall be self-supporting and, where allowable, shall include allocations for direct, indirect, and support costs.

11. The district will utilize a Multiple Year Projection tool in order to facilitate the compilation of the current and out year budgets.
12. The budget development process will include user friendly information that provides disclosure of anticipated beginning balances, revenues, expenditures and ending balances for all nine of the District's funds. This information will be provided to highlight the intended uses of these funds during the budget year.
13. In the event that closing or re-configuring schools is considered, associated savings and expenditures shall be identified and budgeted with adequate lead-time to allow for appropriate review, analysis and community input as well as adequate transitions.

**REVENUE:**

14. One-time sources of funding shall not be used to facilitate ongoing expenditures

**EXPENDITURE:**

15. Funds shall be made available in the budget to support current and anticipated collective bargaining commitments in accordance with AB 1285.
16. Within the context of negotiations and available resources, the district will endeavor to provide employees with competitive salary and benefits packages that reflect a level of incentive sufficient to continue to attract and retain qualified people.
17. Any/all debt service or leasing obligations shall be included in the budget.
18. All categorical programs shall be self-supporting and, where allowable, shall include allocations for indirect and support costs. Special Education, Transportation, and maintenance are not recognized as self-supporting at this time; however, a goal of self-support shall be maintained. Each of these programs shall be monitored to ensure minimal impact to General Fund.
19. Supply and equipment formulas in effect for the current year shall be reviewed, revised, adjusted, and/or frozen, as necessary.
20. Allowance shall be made for increases and/or decreases in the cost of services and supplies; e.g., gasoline, natural gas, electricity, insurance, water, postage, trash collection, telephone services, lease agreements, debt repayment, employee retirement contributions, or benefits mandated by law.
21. Furniture and equipment replacement will be funded to the extent that can be justified in relationship to available resources.

**OTHER:**

22. The Deferred Maintenance transfer shall be budgeted up to the maximum allowance to take full advantage of the statutory state match when funds allow.

22.1 As part of the multi-year Tier III flexibility provisions of SBX3 4, the Deferred Maintenance program has been designated as an unrestricted program. To take advantage of this provision, the transfer from the General Fund to Deferred Maintenance will be suspended during 2011-12.

23. All carryover funds in Federal categorical programs are considered restricted balances and will be continued as deferred income.

24. As part of the adoption and review of the District's fiscal year budget and related financial activity, the District is required to prepare specific reporting documents. These documents, and their associated filing deadlines, are indicated below.

Adopted Budget	(Prior to June 30)
Revised Budget	(Within 45 days of the Governor signing the State Budget)
First Interim Report	(Within 45 days of October 31, or by December 15)
Second Interim Report	(Within 45 days of January 31, or by March 17)
Third Interim Report*	(Within 31 days of April 30, or by June 1)
Independent Audit Report	(Prior to December 15 after the close of the fiscal year)

\*A third interim report becomes necessary with the filing of a qualified budget or first or second interim report.



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**Budget Assumptions**  
**2011-12**

**PURPOSE:**

The purpose of this budget assumption document is to provide the District with a framework for preparing the budget. The overarching influence to the following assumptions is the budget for the State of California. Other assumptions will be based upon District input and prior year trends, as well as external sources or conditions when appropriate.

**OVERALL ASSUMPTIONS:**

1. Enrollment projections for 2011-12 assume that enrollment will be in decline as compared to 2010-11. The projected enrollment for revenue limit funding during 2011-12 is 50,523.

Funding received from the State is based on the district's Average Daily Attendance (ADA). ADA is calculated by dividing the total number of days of *student attendance* by the number of *days of school taught* during the same period. Funding for 2011-12 will be based on P-2 ADA for 2010-11, which is projected to be 49,621. The final figure for P-2 ADA will be known after April 15, 2011, and will be included in the final budget.

Currently, the net funded base revenue limit is projected to be \$4,860.25 per unit of ADA, which is a reduction of approximately \$348 per ADA compared to FY 2010-11. This amount includes information as detailed in the Governor's January Budget Proposal. This calculation is detailed further in item 3.

The Governor's January Budget Proposal included two (2) budget proposals. The proposals, or options, vary significantly.

Option 1: Reduction of \$19 per ADA

This option assumes the proposed State cuts are fully implemented, and that voters approve an extension of current temporary taxes.

Option 2: Reduction of \$348 per ADA

This option assumes the proposed State cuts are fully implemented, and that additional reductions are made to offset the voters not approving the extension of the current temporary taxes.

For budget development purposes, the Orange County Department of Education (OCDE) is advising districts to develop their budgets using Option 2 assumptions.

2. Both site supply budgets and staffing allocations will be determined using the following formulas:

## 2.1 Site Supply Budget Formula <sup>1,2</sup>:

K-5	\$15.75 / student
6-8	\$18.75 / student
9-12	\$24.75 / student

<sup>1</sup> Site supply budgets are exclusive of copier allocation, which is centrally funded

<sup>2</sup> These amounts represent a 25% reduction that was instituted in relation to funding shortfalls from the State of California

## 2.2 Staffing Formula:

K - 3	=	30.5 : 1	
4 - 5	=	31.5 : 1	
6 - 8	=	32.5 : 1	(includes prep periods and electives)
9 - 12	=	34.5 : 1	(includes prep periods and electives)

Class sizes in grades K, and 4-12 will be staffed as per Article 8.3 of the current contract with CUEA. Staffing in grades 1-3 will differ with the current contract due to restrictions outlined in California Education Code sections 41376 and 41378. For grades 1-3, these restrictions limit the maximum size of individual classes at 32:1, and the district-wide average at 30:1.

## **REVENUE ASSUMPTIONS:**

- The 2011-12 revenue limit will be based upon the 2010-11 revenue limit with, a projected 1.67% cost of living adjustment (COLA), as well as the increased accumulated deficit factor of 19.608%. The District's 2011-12 deficated revenue limit per ADA is projected to be \$4,860.25 per unit of ADA. This is in comparison to the current year (2010-11) Revenue Limit of \$5,208.68, as shown below.

- The District's Revenue Limit calculation is included below for reference.

	Base Revenue Limit per ADA (A)	Proration Factor (B)	Funded Base Revenue Limit (C) = (A) X (B)
1. 2010-11 Base Revenue Limit	6,349.18	0.82037*	5,208.68
2. 2011-12 COLA per ADA	107.00	-	-
3. 2011-12 Base Revenue Limit	6,456.18	0.80392**	5,190.25
4. Net 2010-11 Funded Revenue Limit			5,208.68
5. Dollar Change (Line 3, Column C Minus Line 4, Column C)			-18.42
6. Percent Change (Line 5, Column C Divided by Line 4, Column C)			-0.35%
7. Per ADA Reduction If Tax Extension Fails			330.00
8. Net Funded Revenue Limit If Tax Extension Fails (Line 3, Column C Minus Line 7, Column C)			4,860.25

\*0.82037 = 1 - .17963 (deficit factor), \*\*0.80392 = 1 - .19608 (deficit factor)

4. There is no equalization aid planned for 2011-12.
5. State categorical program funding is expected to receive a 0.0% COLA for Tier I – III programs.
  - 5.1 The District will utilize the flexibility of the Tier III programs afforded through SBX3 4. Currently, the District plans to utilize flexibility amounts of approximately \$15.1 million. These programs are proposed to remain flexible through 2014-15, as outlined in the Governor's January Budget Proposal.
  - 5.2 The District will also utilize the flexibility afforded to the Class Size Reduction (CSR) program. The Governor's January Budget Proposal has proposed to extend the CSR program's flexibility provisions through the 2013-14 fiscal year.
6. State Special Education funding is expected to receive 0.0% COLA.
7. Lottery unrestricted revenue will be calculated at \$111.00 per unit of annual attendance. Unrestricted revenue is projected to be approximately \$5.5 million.
8. Lottery restricted revenue for instructional materials will be calculated at \$17.50 per unit of annual attendance. Restricted revenue is projected to be approximately \$0.9 million.
9. The District will not budget any further allocation from the American Recovery & Reinvestment Act (ARRA) funds for 2011-12.
  - 9.1 All Orange County districts have been advised by the Orange County Department of Education not to budget any of the proposed second round of ARRA State Fiscal Stabilization Funds (SFSF). The District originally anticipated receiving approximately \$4.9 million in 2009-10. However, the timing, regulations, and final amount associated with any allocation of second round SFSF are unknown, and at this time the district is budgeting \$0 second round funds.
10. CUSD has been allocated a total of approximately \$9.6 million in federal Education Jobs Bill funding. This amount will be budgeted completely in 2011-12. Of this amount, approximately 8.6 million has been received, and the approximate remaining \$1.0 million is projected to be received during Spring 2011.
11. Redevelopment Agencies (RDAs) are one of the areas within the Governor's January Budget Proposal where significant modifications to future funding streams have been proposed for 2011-12. CUSD currently has negotiated agreements with the RDAs in Mission Viejo and San Juan Capistrano, which are projected to be unchanged by the budget proposal. The following amounts are projected to be received from the RDAs during 2011-12.

Mission Viejo RDA	\$1.6 million
San Juan Capistrano RDA	\$1.0 million

## **EXPENDITURE ASSUMPTIONS:**

### **12. Salaries**

12.1 Step and column increases will be reflected for those certificated, classified and administrative employees who qualify for movement based upon their longevity with the District, earned education credits, and negotiated agreements.

12.1.1 Salary costs estimated for employee groups will increase by the following percentages due to employee movement across the salary schedule.

CUEA	1.5%
CSEA	2.0%
CUMA	1.5%
Teamsters	2.0%

12.2 Vacancies created due to retirements or those employees indicating the intent not to return will be budgeted as follows:

Certificated:	Column C, Step 11
Classified:	Step 3, Range per Classification
Administrative:	Step 3, Range per Classification

12.3 2011-12 salary agreements have been reached with all represented groups.

13. Actual costs for special education are dependent on the type of services the District is required to provide to each individual student. For the purposes of budgeting expenditures, the District is projecting increases of between 2% and 5% in the costs of non-salary expenditures for operating the program during 2011-12.

14. There are no costs budgeted in 2011-12 resulting from earlier golden handshake commitments.

15. For categorically funded programs, the positions allocated will reflect the funding available.

### **16. Benefits:**

16.1 The District will utilize the following employer rates for statutory benefits for the 2011-12 budget year, based upon currently available information from various State agencies.

STRS	8.25 %
PERS	11.40 %
PERS Reduction	1.62 %

OASDI	6.20 %
Medicare	1.45 %
Workers Comp	1.60 %
Unemployment	0.72 %

- 16.2 The District will utilize the following rates to contribute towards the Other Post-Employment Benefits (OPEBs). The District is utilizing the pay-as-you-go method of contributing towards its OPEB liability.

OPEB – Active	0.45 %
OPEB – All	0.27%

- 16.3 The Public Employees Retirement System (PERS) revenue limit reduction transfer is estimated at \$470,000, which matches the amount to be budgeted as income.

17. Health and welfare insurance costs for the district for the 2011-12 fiscal year for are not budgeted to increase, due to the negotiated benefit caps.

- 17.1 Health and welfare expenditures for 2011-12 are projected to be approximately \$40.6 million.

18. Liability insurance premiums for the 2011-12 fiscal year will be budgeted to increase by 3%.

- 18.1 Property & Liability insurance costs for 2011-12 are projected to be approximately \$2.3 million.

19. Utilities are expected to increase by 1.7% over the 2010-11 year based upon California CPI as forecasted for 2011-12.

20. Transfers & Capital Outlay:

- 20.1 The District will not contribute to the Deferred Maintenance Fund during the 2011-12 fiscal year.

- 20.2 A total of \$550,000 will be allocated for capital outlay as follows:

\$200,000 for E-Rate technology infrastructure match  
 \$250,000 for general technology infrastructure replacement  
 \$50,000 for furniture replacement  
 \$50,000 for vehicle replacement

- 20.3 The District will transfer a total of approximately \$2.8 million from the following funds to the General Fund to help offset revenue limit reductions.

Fund 40 (Special Reserve):                      \$ 650,000      “C” Building Rent

The following amounts will be transferred annually through 2014-15, based upon the Governor's January Budget Proposal:

Fund 11 (Adult Education):               \$ 900,000

Fund 14 (Deferred Maintenance):       \$1,200,000

21. Indirect / Direct Costs:

21.1 Inter-program direct and indirect costs will be calculated at the maximum allowable rate per program. The estimated rate, based upon 2009-10 unaudited actuals, is 3.57% for 2011-12.

21.2 The Cafeteria Fund will be charged a 3.57% indirect cost for the 2011-12 fiscal year. Ed. Code Sections 38101(c) and 52616.4(a)(3) specify that the indirect cost charge for Cafeteria Funds is the lesser of the approved school district rate, or the statewide average rate. In addition to indirect charges, the District charges applicable direct costs including telephone, electricity, natural gas, waste disposal, and laundry services.

21.3 The Child Development Fund will be charged based on direct staff time used to support the childcare program, utility costs, rent, insurance, and maintenance and warehouse services.

22. Debt Service and Major Lease Payments:

22.1 The District is projected to incur approximately \$500,000 in debt service payments from the General Fund in 2011-12. The amount consists primarily of lease payments obligations.

22.2 The District currently does not plan to enter into significant additional lease obligations during the 2011-12 fiscal year.

23. At a minimum, the Reserve for "Economic Uncertainty" will be maintained at the 2% mandated level.

24. New textbooks, consumables, and the costs of rebinding will be budgeted at \$1.6 million, and will be funded from the following:

24.1 Restricted Lottery Funding

\$900,000 (including carryover), which may only be spent on instructional materials.

24.2 Instructional Materials Funding Realignment Program (IMFRP)

\$700,000 will be allocated to instructional materials. IMFRP is a Tier III categorical program, and is projected to receive a total 2010-11 appropriation of \$2.8 million. The remaining balance of approximately \$2.1 million will be contributed to the unrestricted general fund.

- 25 Summer School, which includes credit recovery and legally mandated activities, during Summer 2012, is currently budgeted at \$50,000.

**ADDITIONAL ASSUMPTIONS:**

26. Interest earnings on funds in custody will be budgeted at 1.20%.
27. Charter Schools
- 27.1 The District currently has executed contracts with three charter school groups, and has one petition pending. The charter schools receive a combination of property tax revenue and State aid, including a categorical block grant. The District provides general financial review for the charters and their respective budgets.
- 27.2 The District receives fees from the charter school groups for administrative oversight, which are projected to be approximately \$115k.
- 27.3 Charter schools within CUSD will be offered facilities in accordance with Proposition 39 regulations.
- 27.3.1 The District will incur a mix of one-time and ongoing additional costs of approximately \$700,000, resulting from providing facilities due to Proposition 39 regulations. The amounts are outlined below.
- \$200,000 ongoing loss of lease revenue  
\$500,000 one-time furniture and equipment purchases



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 8, 2011

TO: Jack R. Brick, President  
and Members  
Board of Trustees, Capistrano Unified School District

FROM: Joseph M. Farley, Superintendent

SUBJECT: **SECOND READING - REVISION OF BOARD POLICY 1113, DISTRICT  
WEB AND SOCIAL MEDIA SITES**

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**BACKGROUND INFORMATION**

With the advent of new Internet technologies, schools and student groups in the District have created a presence on a variety of social media sites including Facebook and YouTube. Having clear guidance and direction for use of this technology is in the District's interest and can help ensure social media is used properly in the educational environment.

**CURRENT CONSIDERATIONS**

Currently, several CUSD school sites and student organizations have a presence on Facebook and YouTube. The District has no policy governing the use of these technologies, which can potentially be a source of confusion and liability. Therefore, a revision to current Board policy is warranted to reflect the change in technologies and to provide guidance to the use of, and define responsibility for, content published with these technologies. Proposed additions are underlined; deletions struck through.

**FINANCIAL IMPLICATIONS**

There is no financial impact.

**STAFF RECOMMENDATION**

It is recommended the Board President recognize Marcus Walton, Chief Communications Officer, who will present revisions to Board Policy 1113, District and School Web and Social Media Sites. Following discussion, it is recommended the Board approve Board Policy 1113, District Web and Social Media Sites.

DISCUSSION/  
ACTION

AGENDA ITEM 26



**DISTRICT AND SCHOOL WEB AND SOCIAL MEDIA SITES**

To enhance communication with students, parents/guardians, staff, community members, and the public at large, the Governing Board encourages the development and ongoing maintenance of ~~the~~ District and school web and social media sites on the Internet. Web and social media sites shall support the educational vision of the ~~the~~ District and shall be consistent with the ~~the~~ District's plans for communications.

**Web and Social Media Site Access**

The District's web ~~page~~ and social media sites ~~are~~ is created for the express purpose of disseminating district educational and administrative information. The District maintains full authority to regulate and limit access to ~~the~~ its web ~~page~~ and social media sites, which ~~is~~ are the property of the District and ~~is~~ are closed forums. As a closed forum, the District reserves the right to regulate the content of items posted, so that they are consistent with the educational purpose of the District.

Individuals wishing to post items on the District or school ~~site~~ web ~~pages~~ or social media sites shall submit such items to the ~~designated site or department~~ administrator, who will determine whether, and in what format, to post such items ~~on the web page~~, based on adopted ~~the~~ District standards. Staff, students, and other individuals may not post items on District or school ~~site~~ web ~~pages~~ or social media sites without the consent of the designated administrator unless there is a space designated for such postings.

**Content of Web and Social Media Sites**

The Superintendent or designee shall develop guidelines regarding the content of ~~the~~ District and school web and social media sites which shall include standards for the ethical and responsible use of information and technology. These guidelines shall be consistent with law, Board policy and administrative regulation.

The Superintendent or designee may establish standards for the design of ~~the~~ District and school web and social media sites in order to maintain a consistent identity, professional appearance, and ease of use.

District and school web and social media sites shall not include content which is obscene, libelous or slanderous, or which creates a clear and present danger of inciting students to commit unlawful acts on school premises, violate school rules, or substantially disrupt the school's orderly operation.

Any links to external sites shall follow the same guidelines applicable to ~~the~~ District and school web and social media sites.

**DISTRICT AND SCHOOL WEB AND SOCIAL MEDIA SITES**

The Superintendent or designee shall ensure that copyright laws are not violated in the use of material on ~~d~~District or school web and social media sites.

**Protection of Privacy Rights**

The Superintendent or designee shall ensure that web and social media site content protects the privacy rights of students, parents/guardians, staff, Board members and other individuals.

Personal information about students or their parents/guardians, including phone numbers, home addresses, e-mail addresses, or student photographs shall not be published on a ~~d~~District or school web page or social media site without ~~written~~ parent/guardian permission.

Home addresses or telephone numbers of staff members shall not be posted. District and school web and social media sites shall not post the home address or telephone number of any elected or appointed official without prior written permission of that individual.

~~(cf. 0000 — Vision)~~  
~~(cf. 0200 — Goals for the School District)~~  
~~(cf. 0440 — District Technology Plan)~~  
~~(cf. 1100 — Communication with the Public)~~  
~~(cf. 1112 — Media Relations)~~  
~~(cf. 1340 — Access to District Records)~~  
~~(cf. 3312 — Contracts)~~  
~~(cf. 3515.3 — District Police/Security Department)~~  
~~(cf. 4040 — Employee Use of Technology)~~  
~~(cf. 4132/4232/4332 — Publication or Creation of Materials)~~  
~~(cf. 4119.23/4219.23/4319.23 — Unauthorized Release of Confidential/Privileged Information)~~  
~~(cf. 5124 — Communication with Parents/Guardians)~~  
~~(cf. 5125 — Student Records)~~  
~~(cf. 5125.1 — Release of Directory Information)~~  
~~(cf. 5145.1 — Privacy)~~  
~~(cf. 5145.2 — Freedom of Speech/Expression: Publications Code)~~  
~~(cf. 6010 — Goals and Objectives)~~  
~~(cf. 6145.3 — Publications)~~  
~~(cf. 6145.5 — Student Organization and Equal Access)~~  
~~(cf. 6162.6 — Use of Copyrighted Materials)~~  
~~(cf. 6162.7 — Use of Technology in Instruction)~~  
~~(cf. 6163.4 — Student Use of Technology)~~

**Legal Reference:****EDUCATION CODE**

35182.5 Contracts for advertising

**DISTRICT AND SCHOOL WEB AND SOCIAL MEDIA SITES**

35258 *Internet access to school accountability report cards*  
48907 *Exercise of free expression; rules and regulations*  
48950 *Speech and other communication*  
49073 *Release of directory information*  
60048 *Commercial brand names, contracts or logos*

**GOVERNMENT CODE**

3307.5 *Publishing identity of public safety officers*  
6254.21 *Publishing addresses and phone numbers of board members*

**UNITED STATES CODE, TITLE 17**

101-1101 *Federal copyright law*

**UNITED STATES CODE, TITLE 20**

1232g *Federal Family Educational Rights and Privacy Act (FERPA)*

**CODE OF FEDERAL REGULATIONS, TITLE 16**

312.1-312.11 *Children's Online Privacy*

**COURT DECISIONS**

*Aaris vs. Las Virgenes Unified School District, (1998) 64 Cal.App.4<sup>th</sup> 1112*  
*Perry Education Association v. Perry Local Educators' Association, (1983) 460 U.S. 37*  
*Board of Education, Island Trees Union Free School District, et.al. vs. Pico, (1982) 457 U.S. 853*

Policy

Adopted: January 10, 2002

revised:

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California

EXHIBIT A

(Page 3 of 3)



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 8, 2011

TO: Jack R. Brick, President  
and Members  
Board of Trustees, Capistrano Unified School District

FROM: Joseph M. Farley, Superintendent

SUBJECT: **FIRST READING – REVISION OF BOARD POLICY 1325, ADVERTISING AND PROMOTION, AND BOARD POLICY 1326, POSTING AND DISTRIBUTING FLYERS**

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**BACKGROUND INFORMATION**

Currently, Board Policy 1325 (Exhibit A), adopted October 2, 1995, allows for schools to, on behalf of community organizations, distribute to our students printed materials that extend the community's cultural, recreational, artistic, or educational opportunities. Board Policy 1326 (Exhibit B), last revised July 21, 2003, restricts the distribution of printed materials to those that are related to school-sponsored activities, or activities sponsored by groups affiliated with the District, specifically parent-teacher groups, education foundations, and booster clubs.

**CURRENT CONSIDERATIONS**

Community organizations and business groups often request school sites and District officials to distribute flyers, advertising programs, services, or events to students. Adopting this revision ensures materials disseminated to students are restricted to school-sponsored activities or activities sponsored by groups affiliated with the District. Accepting the proposed changes would revise Board Policy 1325 and eliminate Board Policy 1326. Proposed additions to the Board Policy are underlined; deletions are struck through.

**FINANCIAL IMPLICATIONS**

There is no financial impact.

**STAFF RECOMMENDATION**

It is recommended the Board President recognize Marcus Walton, Chief Communications Officer, who will present revisions to Board Policy 1325, Advertising and Promotion, and Board Policy 1326, Posting and Distributing Flyers. Any recommended changes will be brought back for final approval at a future Board meeting.

INFORMATION/  
DISCUSSION

AGENDA ITEM 27



**ADVERTISING AND PROMOTION****Distribution of Materials**

The Board of Trustees desires to avoid the cost and disruption inherent in the distribution of non-school-related promotional materials, and to limit student exposure to advertisements and promotional materials generally referred to as "flyers" to those that are related to school-sponsored activities or activities sponsored by groups affiliated with the District. Therefore, in order to maintain a closed forum regarding the distribution of advertisements, flyers, and other forms of solicitation by groups or individuals not affiliated with the District, the distribution of these materials will not be permitted.

~~The Governing Board desires to promote positive relationships between the schools and the community. Just as community organizations can build support for the schools, the schools can cooperate with these groups by publicizing community services, special events and public meetings of interest to students and parents/guardians.~~

The Superintendent or designee may approve the distribution of printed materials to students if the materials are prepared by governmental agencies, service organizations or school or District-related organizations, extend which extend the community's cultural, recreational, artistic, or educational opportunities, and which do not promote any particular commercial, religious, or political interest. School or District-affiliated organizations are parent-teacher groups, education foundations, and booster clubs that have been authorized per Board Policy.

The schools shall not distribute partisan materials pertaining to a candidate, party, or statewide ballot measure. However, materials prepared by school or District-related organizations may be distributed, however, to announce public forums in which all candidates or sides of an issue are invited to participate. No campaign materials may be distributed on District property at any time other than during events scheduled pursuant to the Civic Center Act.

~~(cf. 1330—Use of School Facilities)~~

Products and informational materials donated by commercial enterprises may be used in the classroom as long as they serve an educational purpose and do not unduly promote any commercial activity or products. Such materials may bear the name or logo of the donor. The use of such materials does not imply District endorsement of any identified commercial products or services.

~~(cf. 1700—Relations between Private Industry and the Schools)~~

~~(cf. 3290—Gifts, Grants and Requests)~~

~~School sponsored publications, announcements, radio and television programs shall carry no paid advertising or promotional material.~~

**ADVERTISING AND PROMOTION (continued)**

Advertising copy may be solicited and prepared only to the extent that this process furthers the educational well-being of the students involved. Excessive solicitation of the same sources shall be avoided. Students shall not be exploited to raise money, and time spent securing ads shall not infringe upon the school program.

School-sponsored publications shall serve as a learning experience and are not intended to serve as a public forum. The District may prohibit advertisements which are inconsistent with school objectives or do not reasonably relate to the educational purpose of school-sponsored publications.

~~(cf. 5145.2—Freedom of Speech/Expression: Publications Code)~~

~~(cf. 6145.3—Publications)~~

*Legal Reference:*

EDUCATION CODE

35160 Authority of governing boards

35172 Promotional activities

40040-40047 Civic Center Act

48907 Student exercise of free expression

BUSINESS AND PROFESSIONS CODE

25664 Advertisements encouraging minors to drink

*Bright v. Los Angeles Unified School District* (1976) 134 Cal. Rptr. 639, 556 P. 2d 1090, 18 C. 3d 450

*Citizens Legal Defense Alliance, Inc., Jarvis v. Miller et al, Los Angeles Unified School District, Super. Ct. Los Angeles County, 1978, No. C 230935*

Policy

Adopted: October 2, 1995

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California

**~~POSTING AND DISTRIBUTING FLYERS~~**

~~The Governing Board desires to avoid the cost and disruption inherent in the distribution of non-school related promotional materials, and to limit student exposure to advertisement and promotional materials generally referred to as "flyers" to those that are related to school sponsored activities or activities sponsored by groups affiliated with the District. Therefore, in order to maintain a closed forum regarding the distribution of advertisements, flyers and other forms of solicitation by groups or individuals not affiliated with the district, the distribution of these materials will not be permitted. Groups affiliated with the district are Parent Teacher Associations (CUSD PTAs/PTSOs), education foundations (for CUSD district and schools) and booster clubs (for CUSD schools).~~

Policy \_\_\_\_\_ **CAPISTRANO UNIFIED SCHOOL DISTRICT**  
Adopted: October 2, 1995 \_\_\_\_\_ San Juan Capistrano, California  
revised: June 12, 2000  
revised: July 21, 2003



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

February 8, 2011

TO: Jack R. Brick, President  
and Members  
Board of Trustees, Capistrano Unified School District

FROM: Joseph M. Farley, Superintendent

SUBJECT: **FIRST READING: ADOPTION OF BOARD POLICY 5117.1 –  
OPEN ENROLLMENT ACT/ROMERO BILL TRANSFERS**

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**BACKGROUND INFORMATION**

On January 7, 2010, Governor Schwarzenegger signed SBX5 4 (Romero). This legislation adds Article 10, commencing with Education Code §48350, titled the Open Enrollment Act, and applies, in most cases, to “low achieving schools” identified by the State Superintendent of Public Instruction. The Open Enrollment Act requires the State Superintendent of Public Instruction to establish a list of 1,000 “low achieving schools” through the use of the Academic Performance Index (API) scores with the caveat that no district have more than 10 percent of its schools included on the list.

Consistent with the No Child Left Behind Act, districts shall provide to parents and guardians of all pupils enrolled in a school determined to be on the list of 1,000 low achieving schools with notice of the option to transfer to another public school served by the school district of residence or another school district.

**CURRENT CONSIDERATIONS**

Implementation of SBX5 4 encourages districts to establish policy to implement provisions pursuant to the legislation. Exhibit A creates Board Policy 5117.1 – Open Enrollment Act-Romero Bill Transfers, establishing policy to comply with the Open Enrollment Act legislation.

**FINANCIAL IMPLICATIONS**

There is no financial impact.

**STAFF RECOMMENDATION**

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, to present the proposed Board Policy 5117.1, Open Enrollment Act – Romero Bill Transfers.

INFORMATION/  
DISCUSSION



**OPEN ENROLLMENT ACT – ROMERO BILL TRANSFERS**

California law and the rules and regulations of the State Board of Education state a preference that students attend schools in their districts of residency. The Open Enrollment Act (Education Code §48350 et seq.) allows students attending a school identified by the California Superintendent of Public Instruction as being subject to the requirements of Education Code §48350 et seq. (an “open enrollment school”) to submit an application for enrollment in another higher performing school. Interdistrict transfer requests made pursuant to the Open Enrollment Act (“Romero Bill transfers”) shall only be approved by the Superintendent or designee in accordance with the provisions of this policy and its implementing regulations.

**Definitions**

For the purposes of this policy, the following definitions apply: “open enrollment school” means any school included on the annual open enrollment list of 1,000 schools issued by the California State Superintendent of Public Instruction. The process for identifying and including schools on the open enrollment list of 1,000 schools is described in Education Code §48350 et seq.

“School district of enrollment” means a school district other than the school district in which the parent/guardian of the student resides, but in which the parent of the student nevertheless intends to enroll pursuant to Education Code §48350 et seq.

“School district of residence” means a school district in which the parents of a student resides and in which the student would otherwise be required to enroll pursuant to Education Code §48204.

**Overview and Application Timelines**

1. Priority enrollment at all District schools and programs shall be given to pupils residing within the District and requesting transfer pursuant to the District’s intradistrict transfer policy (BP5118).
2. Only students attending a designated “open enrollment school” are eligible to apply for a transfer under this policy.
3. Romero Bill transfer applications will be accepted until January 1 of the school year preceding the school year for which the student is requesting a transfer. Any application submitted after January 1 will not be accepted or reviewed.
4. This application deadline does not apply to a transfer request if the parent, with whom the student resides, is enlisted in the military and was relocated by the military within 90 days prior to submitting the application.
5. If a waiver is submitted to exclude a school on the open enrollment list, the deadline for notification and receipt of application may be deferred to a later date. Applications must be submitted within 30 days of final notification of a waiver denial.
6. The District shall provide written notification to a Romero Bill applicant’s parent and the school district of residence by March 1 of the school year preceding the school year for which the transfer was requested as to whether the application was approved or denied.

**Basis for Approval or Denial of Romero Bill Applications**

1. The Superintendent or designee may not approve the initial application of a student requesting a Romero Bill transfer if the transfer would require the displacement of any student who resides within the district. The Superintendent or designee may deny a Romero Bill transfer application under any of the following circumstances if:
  - a. Approval of the transfer application would result in the District exceeding the long-term capacity of a program, class, grade level, or school building

**OPEN ENROLLMENT ACT – ROMERO BILL TRANSFERS (continued)**

- b. Approval of the transfer application would result in any adverse financial impact to the District
- c. The Board of Trustees determines that the transfer would negatively impact either of the following:
  - i. A court-ordered or voluntary desegregation plan of the District
  - ii. The racial and ethnic balance of the District, consistent with state and federal law
- 2. The Superintendent or designee may not consider a student's previous academic achievement, physical condition, proficiency in the English language, family income, or any of the individual characteristics set forth in Education Code §200 when considering whether to approve or deny a Romero Bill application.
- 3. In addition to the requirements set forth in this policy and its implementing regulations, students applying for a Romero Bill transfer into the District must meet all additional requirements for admission to a magnet program or program designed to serve gifted and talented students.
- 4. The District cannot accept an application for a Romero Bill transfer if the student's district of residence has prohibited the transfer as allowed under the Open Enrollment Act. (California Education Code §48355)

**Terms of Approval and Enrollment Priorities**

- 1. Any student whose Romero Bill transfer application is approved must be enrolled in a District school with a higher Academic Performance Index ("API") than the school in which the student was previously enrolled. Selection must be through a random, unbiased process that prohibits an evaluation of whether or not the student should be enrolled based on his or her individual academic or athletic performance, or any other characteristic protected under Education Code §200, except that students applying for a transfer under this policy shall be assigned priority as follows:
  - a. First priority: siblings of children who already attend the desired school
  - b. Second priority: students transferring from a program improvement school ranked in decile 1 on the API as determined pursuant to Education Code §48352(a)
- 2. If the number of students who request a particular District school exceeds the number of spaces available at that school, a lottery shall be conducted in the group priority order stated above to select students at random until all available spaces are filled.
- 3. The initial application of a student for transfer under this policy shall not be approved if the transfer would require the displacement from the desired school of another pupil who resides within the attendance area of that school or is currently enrolled in that school.

**Accepted Applications**

- 1. If an application is accepted, the student may enroll in the school or program approved by the District at the start of the school year immediately following the approval of the application. Once enrolled, the student is not required to re-apply to remain enrolled.
- 2. For any student approved for a Romero Bill transfer, the District shall accept credits toward graduation that were awarded to the student by another district and shall graduate the student if the student meets the graduation requirement of the District.
- 3. Once enrolled, a student attending school in the District pursuant to a Romero Bill transfer shall be subject to all rules, policies, and regulations applicable to all students in the District.

**Rejected Applications**

- 1. If an application is rejected, the District shall provide written notification to the applicant's parent and school district of residence that the application has been rejected. Such notification shall state the reason(s) for the rejection.

**OPEN ENROLLMENT ACT – ROMERO BILL TRANSFERS (continued)**

2. The District’s decision regarding the rejections of a Romero Bill transfer application is final. There is no right of appeal to the county office of education.

**Notice of Eligibility to Transfer**

1. On or before the first day of school each year, or if later, on the date the District received notice of program improvement, corrective action, or restructuring status under federal law, the District shall provide the parents or guardians of all students enrolled in a designated “open enrollment school” notice of the option to transfer to another public school in the District or another school district.

**Prohibiting or Limiting the Number of Transfers Out of the District**

1. In the event that a school within the District is designated as an “open enrollment school,” the District may prohibit or limit the number of students who transfer out of the District under the Romero Bill if the Board of Trustees determines that the transfer would negatively impact either of the following:
  - a. A court-ordered or voluntary desegregation plan of the District
  - b. The racial and ethnic balance of the District consistent with federal and stated law

*Legal Reference:*

EDUCATION CODE

200

48204 *Persons included (compulsory education law)*

48350-48361

CCR 4700-4703



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

February 8, 2011

TO: Jack R. Brick, President  
and Members  
Board of Trustees, Capistrano Unified School District

FROM: Joseph M. Farley, Superintendent

SUBJECT: **FIRST READING: REVISIONS TO BOARD POLICY 5118 -  
INTERDISTRICT ATTENDANCE AGREEMENTS**

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**BACKGROUND INFORMATION**

Education Code §46600 authorizes school districts to enter into interdistrict attendance agreements and to stipulate the terms and conditions under which interdistrict attendance will be permitted or denied. Assembly Bill 2444 (Furutani) amends Education Code §46600, effective January 1, 2011, adding language which states that a school district of residence, or a school district of enrollment, shall not rescind existing transfer permits for pupils entering grades 11 or 12, with the exception of stipulated terms and conditions specified under Education Code §48900 authorizing districts to suspend or expel students. Additionally, AB 2444 eliminates the requirement to submit annual interdistrict transfer requests, with the exception of transferring between levels (elementary, middle, and high school).

**CURRENT CONSIDERATIONS**

The implementation of AB 2444 requires districts to revise current Board policy regarding interdistrict attendance agreements. Exhibit A proposes revisions to Board Policy 5118, Interdistrict Attendance Agreements. Proposed additions to the Board policy are underlined; deletions are struck through.

**FINANCIAL IMPLICATIONS**

There is no financial impact.

**STAFF RECOMMENDATION**

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, who will present the proposed revisions to Board Policy 5118 Interdistrict Attendance Agreements.

INFORMATION/  
DISCUSSION



**INTERDISTRICT ATTENDANCE AGREEMENTS****General Policy**

The Governing Board recognizes that students who reside in one district may desire to attend school in another district for a variety of reasons. The interdistrict transfer process applies only to those parents who wish their children to attend a school in a district other than the one designated for the area in which they reside. Capistrano Unified School District (CUSD) provides a full range of curricular and cocurricular programs to meet the needs of its students and it is the intent of the Board of Trustees that students residing within CUSD boundaries attend CUSD schools.

The Superintendent or designee may deny applications for interdistrict attendance agreements because of overcrowding within the district's schools or due to limited resources. All CUSD interdistrict attendance agreements will be acted upon by the Superintendent, or his designee.

**Interdistrict Attendance Agreements**

Interdistrict attendance agreements shall first be initiated by the parent/guardian with the district of residence.

1. The school district of residence shall forward an approved request to the school district of desired attendance.
2. The school district of desired attendance will communicate the disposition of the request to the district of residence.
3. An approved interdistrict attendance agreement must be in effect between the school district of residence and the school district of desired attendance before a student can enroll in the requested school.
4. Students admitted to CUSD under the interdistrict attendance agreement process shall be assigned to CUSD schools where space is available.

**Attendance Agreements – Conditions**

1. A student, parent, or guardian found to have falsified information that was used as a basis for enrollment in any school in the District shall have the attendance agreement revoked. The revocation shall be immediate and notice promptly given to the student and parent/guardian.
2. Applicants must provide corroborating documentation when requested. This may include academic transcripts, attendance records, employment details, and other information to support the application. The District reserves the right to contact the employer to verify employment.

## INTERDISTRICT ATTENDANCE AGREEMENTS (continued)

BP 5118(b)

3. Attendance agreements are valid only for the balance of the school year remaining after the date the agreement is approved. Furthermore, the agreement is valid only while the conditions stated in the request are maintained and only as long as the student's behavior, attendance, citizenship, and scholarship are satisfactory, except for pupils entering grades 11 or 12.
4. Attendance agreements must be renewed each year after their initial approval. All students and schools are subject to all California Interscholastic Federation athletic eligibility rules and regulations. An approved attendance agreement in no way waives any CIF rule or regulation.
5. Transportation, if needed, shall be the responsibility of the parent/guardian.
6. Child care, if needed, shall be the responsibility of the parent/guardian.
7. Should the behavior, attendance, citizenship, and/or scholarship of the student be found unsatisfactory, the attendance agreement may be revoked, except for pupils entering grades 11 or 12. A recommendation to revoke an attendance agreement shall be forwarded in writing to the Director, Child Welfare and Attendance, by the administration of the school where the student is enrolled.
8. When a student's residence is changed, the parent or guardian shall notify the school of the change in residence.

**Financial Conditions**

Interdistrict attendance agreements shall be non-tuition unless Federal Impact Aid is involved. Under a non-tuition agreement, the financial apportionment for regular education students shall be credited to the district of attendance and not to the district of residence.

**Special Education Students**

With regard to the interdistrict attendance agreement of special education students, funding agreements between districts shall be in accordance with the AB 602 funding model. (*cf. 5119 - Open Enrollment*)

*Legal Reference:*

EDUCATION CODE

35291 *Rules*

35350 *Transportation of students*

35351 *Assignment of students to particular schools*

46600-4661 *Interdistrict attendance agreements*

46621 *Newly formed, changed or joint district*

48209-48209.16 *Student attendance alternatives*

48915 *Expulsion; particular circumstances*

48915.1 *Expelled individuals: enrollment in another district*

48918 *Rules governing expulsion procedures*

48980 *Notice at beginning of term*

52317 *Admission of persons including nonresidents to attendance area; workers' compensation for pupils*

CODE OF REGULATIONS, TITLE 5

90-101 *Plans to alleviate racial and ethnic segregation of minority students*

29 Ops.Atty.Gen. 63

Policy

adopted: August 18, 1997

revised: February 14, 2000

revised: September 15, 2000

revised: June 30, 2003

revised: March 28, 2005

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California



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

February 8, 2011

TO: Jack R. Brick, President  
and Members  
Board of Trustees, Capistrano Unified School District

FROM: Joseph M. Farley, Superintendent

SUBJECT: **FIRST READING: REVISIONS TO BOARD POLICY 5119 – OPEN  
ENROLLMENT**

---

**BACKGROUND INFORMATION**

Board Policy 5119, Open Enrollment, was most recently revised on December 15, 2009. This policy allows parents/guardians to choose a school of attendance other than their school of residence.

**CURRENT CONSIDERATIONS**

This agenda item requests Board approval of proposed revisions to Board Policy 5119, Open Enrollment (Exhibit A). Proposed additions to the Board policy are underlined; deletions are struck through.

**FINANCIAL IMPLICATIONS**

There is no financial impact.

**STAFF RECOMMENDATION**

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, who will present the proposed revisions to Board Policy 5119, Open Enrollment.

INFORMATION/  
DISCUSSION



**Students**

BP 5119(a)

**OPEN ENROLLMENT****Purpose and Intent**

The Governing Board endorses the neighborhood public school concept. However, the Board recognizes that some parents/guardians may wish to choose a school of attendance other than their school of residence. Thus, a Capistrano Unified School District Open Enrollment Program shall be included as an integral feature of the District's instructional offerings.

School of residence attendance areas, school capacities, and class size mandates/guidelines are established to optimize the use of existing facilities and to maintain relatively balanced enrollments. All CUSD schools offer high quality instructional programs addressing the district's mission, goals and adopted curricula. However, parents/guardians may wish to apply to other CUSD schools in order to take advantage of specialized or innovative programs, or to meet other family needs.

**Priority Criteria for School Placement**

CUSD students residing in any Board-approved school attendance area shall first be provided the option of attending their school of residence. After all students within each school's attendance area have been accommodated within established class-size mandates, and after all students in categories A and B below have been placed, requests for Open Enrollment placement will be honored according to the following priority until all openings in a given school are filled:

- A. CUSD students who are siblings of any student currently in attendance who will continue to be enrolled at the same school next year or CUSD students requesting placement at their school of residence ~~after attending a school of choice for at least one full year.~~
- B. CUSD students who have continuously attended the school for at least one full year, but have moved into another CUSD school's attendance area, or CUSD students residing in an area affected by an attendance boundary change who wish to remain at their existing school.
- C. CUSD students whose residence is not within the school's attendance area but whose parents/guardians pay a Mello-Roos tax which helped support construction of the school.
- D. All other CUSD students requesting Open Enrollment placement.

**Determination of Openings**

District staff shall project the initial number of open enrollment classroom seats which will be available for the fall of the following school year. In this analysis, staff shall consider each of the following elements:

1. Current enrollment as it rolls forward and provides a basis for the following year's enrollment.
2. Projected new enrollments for the school's entry grade level (K, 6, or 9).
3. Projected new enrollments due to the construction of new housing facilities in the attendance area during the next year.
4. The ratio of enrollment to capacity as compared with the enrollment to capacity ratio of other schools in the surrounding area.
5. Plans for the construction of new school facilities which would provide future relief from current overcrowded conditions.
6. Special programs which may have particular enrollment requirements or limitations.

When the Open Enrollment process is implemented each year, the initial number of openings assigned to each school may be augmented as students who are currently enrolled in a given school transfer to another school site during the Open Enrollment process.

### **Schools with Openings**

Each year the Superintendent or designee shall utilize all available information to determine which schools have openings. Schools identified without additional ~~space~~ openings ~~will~~ may accept students in Priority A and Priority B categories only.

Schools with openings will begin the Open Enrollment process with a designated number of openings. Students will be placed in order of the priority criteria referenced in this policy.

### **Placement Procedures**

The Open Enrollment timeline will be published on the CUSD website and will be available at all school sites in January of each year.

Open Enrollment applications shall be initiated by a child's parent/guardian. Applications must be submitted on the district-designated form which is available at the District office, in each school office and on the CUSD website. Parents/guardians seeking placement for multiple children must submit a separate application for each child.

Parents/guardians who have applied for an Open Enrollment transfer by the published application deadline shall be notified of the status of their transfer request by late spring. Open Enrollment approval is school specific and does not guarantee placement in the feeder school(s) for the school of choice.

After the number of openings has been determined and applications processed, a determination will be made as to whether sufficient openings exist to accommodate all applications. In the event there

### **EXHIBIT A**

(2 of 5)

are more applications for Open Enrollment into any given school than there are openings in that school, a lottery procedure for placement will be implemented which takes into account the priority criteria referenced in this policy and considers the openings which are available according to grade level.

Students in ~~priorities~~ priority A and B may continue to apply beyond the published application deadline. In late spring, after the initial Open Enrollment window, the list of schools with openings will be updated and a second opportunity to apply for Open Enrollment placement for all priorities will take place. Applications for Open Enrollment will not be accepted after July 30<sup>th</sup> in an effort for schools to accurately determine staffing needs and student placement for the following school year.

### **Eligibility for Interscholastic Athletic Participation**

When a student enrolls as a freshman (Grade 9) in any CUSD high school, he/she will have that school identified as the school of attendance for athletic eligibility. Once eligibility has been established, a transfer to a different high school under Open Enrollment may result in a declaration of ineligibility to participate. Students considering a transfer to another CUSD high school should contact CIF for eligibility guidelines.

Recruitment of students by school personnel to attend a high school other than the school of residence for the purpose of athletic participation is prohibited in accordance with CIF rules and regulations.

### **Home-to-School Bus Transportation**

Transportation of students who have been placed through the open enrollment process is the responsibility of the parent/guardian.

### **Nonrequirements to the District**

In implementing the Open Enrollment Program, the District is not required to:

1. Make alterations in the structure or grounds of any schools or make alterations to the arrangement or function of rooms within District schools.
2. Establish and offer any particular program in a school if such program is not offered currently in each school in the District.
3. Alter or waive any established eligibility criteria for participation in a particular program including age requirements, course prerequisites and required levels of performance.

### **Transfer Back to the School of Residence**

Students approved for Open Enrollment placement in accordance with the priority placement criteria spelled out in this policy shall abide by all school rules and procedures. Principals may recommend to Student Services the involuntary transfer of students back to their school of residence or another school deemed appropriate for any of the following reasons:

1. Unsatisfactory attendance
2. Continual tardiness
3. Failure of the parent/guardian to make adequate transportation arrangements
4. Unsatisfactory academic performance
5. Unsatisfactory behavior
6. No longer residing within CUSD boundaries

Students being transferred back to their school of residence or another school deemed appropriate have the right to an Admission and Discharge (A & D) hearing relative to the infraction which caused the involuntary transfer.

Students determined to have enrolled in a school by falsifying attendance or residency records shall be returned to their school of residence immediately. These students will not qualify as Priority A or B students even if they otherwise meet the stated priority criteria.

Students requesting a transfer to their school of residence, after having been accepted into another school through the open enrollment process, will not be guaranteed a place in their school of residence. Students ~~may~~ must reapply for Open Enrollment placement at their school of residence ~~after attending their school of choice for at least one full year.~~

*Legal Reference:*

EDUCATION CODE

*35160 Authority of governing boards*

*35160.1 Broad authority of school districts*

*35160.5 District policies; rules and regulations*

*35291 Rules*

*35350 Transportation of students*

*35351 Assignment of students to particular schools*

*29 Ops. Cal. Atty. Gen. 63*

GOVERNMENT CODE

*53312.7 Establishment of community facilities district; goals and policies*

*Jackson v. Pasadena City School District (1963) 59 Cal. 2nd 876, 879*

*Crawford v. Board of Education (1976) 17 Cal.3d 280*

(cf 5152 – Expulsion, Suspension, Involuntary Transfer and Due Process)

**POLICY 5119**

adopted: February 8, 1999  
revised: November 17, 2003  
revised: December 8, 2003  
revised: February 11, 2008  
revised December 15, 2009

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 8, 2011

TO: Jack R. Brick, President  
and Members  
Board of Trustees, Capistrano Unified School District

FROM: Joseph M. Farley, Superintendent

SUBJECT: **APPROVAL OF RESOLUTION NO. 1011-38 TERMINATING PUBLIC  
HEARING FOR CONSIDERATION OF REDUCING SPECIAL TAXES OF  
CFD NO. 2005-1 (WHISPERING HILLS)**

---

**BACKGROUND INFORMATION**

District personnel, legal counsel, and the special tax administrator for Community Facilities District (CFD) No. 2005-1, are continuing to work on a settlement agreement as to the pending litigation relating to acquisition of the San Juan Hills High school site. Also, a First Amended Impact Mitigation Agreement, in regard to the pending Supplemental Special Tax Revision Proceedings, necessitates preparing a First Amended Joint Community Financing Agreement between the District, CFD No. 2005-1 (Whispering Hills), the developers and the City of San Juan Capistrano (City). Before the District, CFD, and the developers can conclude the Settlement Agreement, First Amended Impact Mitigation Agreement, and First Amended Joint Community Financing Agreement, the requirements acceptable to all parties must be obtained. Representatives are diligently pursuing such a mutually acceptable conclusion at the earliest possible date.

As these matters will not be concluded by the Continued Public Hearing on February 8, 2011, the applicable statutory provisions require that such be terminated and may be reinitiated at the meeting of the Board on March 8, 2011, calling a Public Hearing on proposed Supplemental Special Tax Revision Proceedings for April 12, 2011. If concurrence of all parties as to the Settlement Agreement, First Amended Impact Mitigation Agreement, and First Amended Joint Community Financing Agreement occurs before such dates, these agreements, which are all contingent on each other, and subject to completion of the Supplemental Special Tax Revision Proceedings II can be brought to an earlier regular meeting of the Board or, if acceptable, a special or adjourned regular meeting of the Board.

It is our understanding that the developers and their legal counsel concur with the requirements for the above-suggested schedule of accomplishing the proposed mutually acceptable conclusion of these complex, interrelated matters. The Continued Public Hearing should be opened, public comment received, and the Continued Public Hearing closed.

Approval of Resolution No. 1011-38  
Terminating Public Hearing for Consideration  
of Reducing Special Taxes of CFD No. 2005-1  
(Whispering Hills)  
February 8, 2011  
Page 2

### **CURRENT CONSIDERATIONS**

This agenda item requests approval of Resolution No. 1011-38 authorizing the termination of a Continued Public Hearing called for February 8, 2011. Staff and legal counsel are seeking to obtain concurrence with the landowner and prior owner as to a mutually acceptable First Amended Impact Mitigation Agreement, settlement agreement, and First Amended Joint Community Financing Agreement. Such has not yet occurred, which prevents conclusion of the Continued Public Hearing on February 8, 2011. Resolution No. 1011-38, as prepared by legal counsel is attached (Exhibit A).

### **FINANCIAL IMPLICATIONS**

This matter will have no impact on the general fund. The cost of the proceedings to modify the Special Taxes, if any, is required by the Mello-Roos Act to be borne by the Landowner and from proceeds of the bonds of CFD No. 2005-1.

### **STAFF RECOMMENDATION**

It is recommended the Board open the Continued Public Hearing, receive and consider public comment, close the Continued Public Hearing, and adopt Resolution No. 1011-38 (Exhibit A).

DISCUSSION/  
ACTION

## **RESOLUTION NO. 1011-38**

### **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), TERMINATING PUBLIC HEARING FOR CONSIDERATION OF ALTERING THE RATE AND METHOD OF APPORTIONMENT AND REDUCING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2005-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT**

**WHEREAS**, the Capistrano Unified School District (“School District”) is a public school district organized and existing pursuant to the laws of the State of California (“State”); and serves as the legislative body of Community Facilities District No. 2005-1 of the Capistrano Unified School District (“Whispering Hills”), referred to herein as “CFD No. 2005-1,” and on August 24, 2010, called a Public Hearing for October 12, 2010, for consideration of altering the rate and method of apportionment and reducing the levy of “Special Taxes” for CFD No. 2005-1 for October 12, 2010, at 7:00 o’clock p.m., or as soon thereafter as is practicable at the Capistrano Unified School District’s office located at 33122 Valle Road, San Juan Capistrano, CA 92675; and

**WHEREAS**, the Board of Trustees (“Board”), at the above-described date, time, and place, convened and opened the above-described Public Hearing, received comments, if any, of the public and owner or owners of the property within CFD No. 2005-1, as well as the recommendation of staff and legal counsel that such Public Hearing be continued to December 7, 2010, at the same time and location as described above, which Continued Public Hearing was opened, comments, if any, were received of the public and the owners of the property within CFD NO 2005-1, as well as the recommendation of staff and legal counsel that such Continued Public Hearing be further continued to January 11, 2011, at the same time and location as described above; and

**WHEREAS**, the Board on January 11, 2011, at the above-described time and place, convened and opened the above-described Continued Public Hearing, received comments, if any, of the public and owner or owners of the property within CFD No. 2005-1, as well as the recommendation of staff and legal counsel that such Continued Public Hearing be further continued to February 8, 2011, at the same time and location as described above, which Continued Public Hearing was opened, comments, if any, were received of the public and owner or owners of property within CFD No. 2005-1, as well as the recommendation of staff and legal counsel that such Continued Public Hearing be further continued to February 8, 2011, at the same time and location as described above; and

**WHEREAS**, the Board on February 8, 2011, at the above-described time and place, convened and opening the above-described Continued Public Hearing, received comments, if any, of the public and owner or owners of the property within CFD No. 2005-1, as well as the recommendation of staff and legal counsel that such Continued Public Hearing be terminated and reinitiated on March 8, 2011, for a Public Hearing on April 12, 2011, at the same time and location as described above.

**NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2005-1, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

**Section 1.** Each of the above recitals is true and correct and is incorporated herein.

**Section 2.** The above-described Continued Public Hearing is terminated and it is anticipated that proceedings will be reinitiated on March 8, 2011, for a Public Hearing on a proposed Supplemental Special Tax Revision Proceeding II on April 12, 2011, at the Capistrano Unified School District Office located at 33122 Valle Road, San Juan Capistrano, CA 92675.

**APPROVED, ADOPTED, AND SIGNED** this 8th day of February, 2011.

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President of the Board of Trustees of the Capistrano  
Unified School District

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Clerk of the Board of Trustees of the Capistrano  
Unified School District

STATE OF CALIFORNIA       )  
  )  
COUNTY OF ORANGE       )       ss.

I, John M. Alpay, 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 8th day of February, 2011, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: \_\_\_\_\_  
Clerk of the Board of Trustees of the  
Capistrano Unified School District

STATE OF CALIFORNIA       )  
  )  
COUNTY OF ORANGE       )       ss.

I, John M. Alpay, Clerk of the Board of Trustees of the Capistrano Unified School District do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 1011-38 of said Board of Trustees and that the same has not been amended or repealed and is fully effective as of this date.

Dated: February 8, 2011

By: \_\_\_\_\_  
Clerk of the Board of Trustees of the  
Capistrano Unified School District

EXHIBIT A  
(3 of 3)



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 8, 2011

TO: Jack R. Brick, President  
and Members  
Board of Trustees, Capistrano Unified School District

FROM: Joseph M. Farley, Superintendent

SUBJECT: **PROGRESS UPDATE, DIVISION OF STATE ARCHITECT  
CONSTRUCTION PROJECT LISTING**

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**BACKGROUND INFORMATION**

In October 2008 the District received a letter from the Division of State Architect (DSA), requesting the District inform the Board of Trustees regarding the potential liability of any projects closed, but not certified, by DSA. This letter outlined the impact of not properly closing out a construction project, including:

1. Board members may be held personally liable for failure of educational buildings not certified by DSA.
2. DSA will not be able to approve future proposed construction affecting or utilizing uncertified construction.

At the February 9, 2009, Board meeting, staff presented a status report on these outstanding construction projects. This agenda item is a continuation of that initial report, updating Trustees on the progress made toward closing, with certification, outstanding DSA applications.

**CURRENT CONSIDERATION**

Exhibit A is a status report on the progress being made to close out outstanding applications. There is no change from the information provided to the Board at its November 9, 2010, meeting.

**FINANCIAL IMPLICATIONS**

There is no financial impact at this time. There will be a fee to reopen the closed applications to finalize and close them with certification when all documentation is completed.

**STAFF RECOMMENDATION**

It is recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business and Support Services, and Randy Rowles, Executive Director, Facilities and Plant Operations, who will provide the DSA Update and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

INFORMATION/  
DISCUSSION

<b>PROGRESS UPDATE, DIVISION OF STATE ARCHITECT, CONSTRUCTION PROJECT LISTING– FEBRUARY 8, 2011 (IN BOLD LETTERING)</b>		
04-101942	Don Juan Avila MS 2-Story Modular Buildings	Closed with Certification
04-101943	San Clemente HS 2-Story Modular Buildings	Closed with Certification
04-104520	Newhart MS 2-Story Modular Buildings, restroom building	Closed with Certification
04-104845	Del Obispo ES Modernization	Working with architects to quantify scope of work.
04-104935	Niguel Hills MS Modernization	Working with architects to quantify scope of work.
04-104993	Viejo ES Modernization	Working with architects to quantify scope of work.
04-105269	Laguna Niguel ES Restroom Building	Closed without Certification on 1/16/08. PJHM is sending letter to DSA to closeout application number.
04-108442	Newhart MS 2-Story Modular Buildings, Phase 2	All paperwork has been turned into DSA. Once application No. 04-104520 is closed out, DSA will close Application No. 04-108442.
04-104860	Crown Valley ES Modernization	Working with architects to quantify scope of work.
04-108164	Aliso Niguel HS Parking Lot Improvement	To date, work has not begun on this Application No. No inspections have taken place. Inspector will review and work with Construction Manager.
04-100736	Crown Valley ES Ball Field - City of Laguna Niguel M&O Construction Manager is working with City of Laguna Niguel to locate inspection reports.	This project was completed by the City of Laguna Niguel to add lights to the baseball fields.
04-102787	Capistrano Valley HS Cell Tower – Mericon	The cell tower has changed carriers many times over the years. The original contractor needs to be located for paperwork required. Construction Manager will be working on this.
04-105499	Carl Hankey ES: New covered walkway, alterations to Classrooms, MPR, Administration Building	Application Numbers 04-108531 and 04-108613 need to be closed out before this Application No. can be closed out. All paperwork has been submitted to DSA.

04-108531	Carl Hankey K-8 Conversion	This Application No. is part of the modernization that took place a few years ago. The full scope was not completed and is being reviewed by the Architect to see what DSA is going to require to close out this project.
04-108613	Carl Hankey K-8 Relocatables	All paperwork has been submitted to DSA. DSA will not close out this Application No. until Application No. 04-105499 is closed out.
04-104115	San Juan Hills HS	6 of the 10 change orders are approved. Continuing to process closeouts for approval.
04-105495	Barcelona ES Modernization	Working with architects to quantify scope of work.
04-108654	Las Flores Relocatables	Closed with Certification
04-109336	Ladera Ranch Relocatables	Sent closeout paperwork package to DSA 12/6/08.
04-107867	San Juan Hills HS– 2-Story Modular Buildings	NOC's on MSI and HCH from the District were sent to PJHM. Change orders to DSA for approval – gathering closeout documents
04-108716	San Juan Hills HS Phase 2 – Bleachers, Concession Building, Restroom Building	Change orders at DSA pending approval. Closeout documents cannot be submitted until all CO's are approved.
04-109512	San Clemente HS Upper Campus Science Lab	Closed with Certification
04-108483	Tesoro High School-Relocation of (6) CR Buildings Relocatable; (6) Ramps	Closed with Certification
No DSA Application Number	Ambuehl ES Configuration of Relocatables	Working with architects to develop scope of work to submit to DSA