

Regular Meeting
CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

REVISED
7-8-10

33122 Valle Road
San Juan Capistrano, CA 92675

July 13, 2010

7:00 p.m.

I. PRELIMINARY

Meeting was called to order by _____

Pledge of Allegiance to the Flag

Board consideration and adoption of the agenda.

Motion by _____ Seconded by _____

ROLL CALL:

Present Absent

Anna Bryson, President

Ken Lopez-Maddox, Vice President

Jack Brick, Clerk

Ellen M. Addonizio, Member

Larry Christensen, Member

Sue Palazzo, Member

Mike Winsten, Member

CLOSED SESSION COMMENTS

CLOSED SESSION

5:30 p.m.

REPORT ON CLOSED SESSION ACTION

SPECIAL RECOGNITIONS

Erin Davis, K-12 Perfect Attendance

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 #21– Community Facilities Districts (CFD) 2005-1 Whispering Hills (continued).

RECORDING OF SCHOOL BOARD MEETINGS

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

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

www.capousd.org

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

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

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

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

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

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

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

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

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

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

REASONABLE ACCOMMODATION

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

III. CONSENT CALENDAR

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

GENERAL FUNCTIONS

PAGE #

1. SCHOOL BOARD MINUTES: Approval, minutes of the June 29, 2010, Regular Board Meeting.
(Supporting Information)
Contact: Jane Boos, Manager, Board Office Operations 1

CURRICULUM & INSTRUCTION

2. SPECIAL EDUCATION: Approval, nonpublic school and agency contracts.
(Supporting Information)
Contact: Candy Miller, Special Education Consultant 9
3. EXPUNGING EXPULSION RECORD: Approval expunging of student expulsion record.
(Supporting Information)
Contact: Julie Hatchel Assistant Superintendent, Education 11
4. SMART MOU: Approval, School Mobile Assessment Resource Team (SMART) Memorandum of Understanding.
(Supporting Information)
Contact: Julie Hatchel Assistant Superintendent, Education 15
5. REVISED 2010-11 SCHOOL CALENDAR: Approval, revisions to the 2010-11 School Calendar.
(Supporting Information)
Contact: Julie Hatchel Assistant Superintendent, Education
Michelle Benham, Executive Director, Assessment and Research 45
6. PROPOSED 2011-12 SCHOOL CALENDAR: Approval, adoption of the proposed 2011-12 School Calendar.
(Supporting Information)
Contact: Julie Hatchel Assistant Superintendent, Education
Michelle Benham, Executive Director, Assessment and Research 49

BUSINESS & SUPPORT SERVICES

7. PURCHASE ORDERS/WARRANTS/CONSULTING AGREEMENTS:
Approval, Purchase Orders/Warrants/Consultant Agreements.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services 53
8. DONATIONS: Approval, donations of funds/equipment.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services 87
9. LISTING AGREEMENT: Approval, extension of listing agreement with Grubb & Ellis for lease of vacant office space in Building C of district office.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services 91

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|-----|--|-----|
| 10. | OBSOLETE MATERIALS: Approval, authorization to sell obsolete and unusable district materials.
(Supporting Information)
<i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i> | 99 |
| 11. | BUS SERVICE: Approval, advertise for Bid No. 1011-07, Co-Curricular Bus Service.
(Supporting Information)
<i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i> | 101 |
| 12. | FUEL: Approval, Multi-District Cooperative Bid No. 114-10, Fuel (Gasoline and Diesel), IPC (USA), Inc.
(Supporting Information)
<i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i> | 103 |

PERSONNEL SERVICES

- | | | |
|-----|---|-----|
| 13. | RESIGNATIONS/RETIREMENTS/EMPLOYMENT: Approval, classified personnel.
(Supporting Information)
<i>Contact: Jodee Brentlinger, Assistant Superintendent, Personnel</i> | 113 |
| 14. | RESIGNATIONS/RETIREMENTS/EMPLOYMENT: Approval, certificated personnel.
(Supporting Information)
<i>Contact: Jodee Brentlinger, Assistant Superintendent, Personnel</i> | 119 |
| 15. | WILLIAMS SETTLEMENT: Approval and acceptance of the fourth quarter Williams Uniform Complaints report.
(Supporting Information)
<i>Contact: Jeff Bristow, Executive Director, Risk Management/Compliance</i> | 127 |
| 16. | QUALIFIED EDUCATORS DECLARATION: Approval, Declaration of Need for Fully Qualified Educators.
(Supporting Information)
<i>Contact: Jodee Brentlinger, Assistant Superintendent, Personnel</i> | 129 |
| 17. | INTERN PROGRAM: Approval, intern program participation agreements.
(Supporting Information)
<i>Contact: Jodee Brentlinger, Assistant Superintendent, Personnel</i> | 117 |
| 18. | STUDENT TEACHING AGREEMENT: Approval, student teacher agreement with Northern Arizona University.
(Supporting Information)
<i>Contact: Jodee Brentlinger, Assistant Superintendent, Personnel</i> | 136 |
| 19. | STUDENT TEACHING AGREEMENT: Approval, student teacher agreement with the California State University, Long Beach.
(Supporting Information)
<i>Contact: Jodee Brentlinger, Assistant Superintendent, Personnel</i> | 142 |
| 20. | EMPLOYMENT CONTRACT: Approval, employment contract, Executive Director, Secondary Schools, Adult & Alternative Education.
(Supporting Information)
<i>Contact: Jodee Brentlinger, Assistant Superintendent, Personnel</i> | 164 |

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

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

IV. DISCUSSION/ACTION

21. **COMMUNITY FACILITIES DISTRICT 2005-1 (WHISPERING HILLS) –** DISCUSSION/
PUBLIC HEARING CONTINUED: Consideration and Approval, reducing special ACTION
 taxes of Community Facilities District (CFD) 2005-1 (Whispering Hills) or other Vote _____
 action in regard thereto. Resolution No. 1011-02. Page 170
 (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

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

22. **RECALL ELECTION:** Consideration and approval, Resolution No. 1011-01, Order DISCUSSION/
 Calling for a Recall Election date. ACTION
 (Supporting Information) Vote _____
Contact: Joseph M. Farley, Superintendent Page 176

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

- ~~23. **COMMUNITY ROOTS ACADEMY CHARTER SCHOOL:** Consideration and DISCUSSION/
 denial, Community Roots Academy Charter School Petition. ACTION
 (Supporting Information) Vote _____
Contact: Julie Hatchel Assistant Superintendent, Education Page 184~~

PULLED 7/8/10

Motion by _____ Seconded by _____

24. **NEWHART MPR EXPANSION:** Consideration and approval, Newhart Middle School DISCUSSION/
 Multi-purpose Room Expansion. ACTION
 (Supporting Information) Vote _____
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services Page 204

Motion by _____ Seconded by _____

25. **HIGH SCHOOL PILOT COURSE:** Consideration and approval, Biotechnology, high school pilot course for 2010-11 school year at Dana Hills High School.
(Supporting Information)
Contact: Julie Hatchel Assistant Superintendent, Education
- DISCUSSION/
ACTION
Vote _____
Page 216

Motion by _____ Seconded by _____

26. **BOARD POLICY REVISION:** Consideration and approval, first reading of revisions to Board Policy 6146.1, *High School Graduation Requirements*.
(Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education
- DISCUSSION/
ACTION
Vote _____
Page 220

Motion by _____ Seconded by _____

27. **BOARD POLICY REVISION:** Consideration and approval, first reading of revisions to Board Policy 4112-61; 4212.61; 4312.61, *Employment References*.
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel
- DISCUSSION/
ACTION
Vote _____
Page 230

Motion by _____ Seconded by _____

28. **DIVISION OF STATE ARCHITECT:** Update of progress of the Division of State Architect Project listing, work schedule and priorities.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
- INFORMATION/
DISCUSSION
Page 234

V. ADJOURNMENT

THE NEXT REGULAR MEETING OF THE GOVERNING BOARD WILL BE HELD ON
TUESDAY, AUGUST 10, 2010, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT
OFFICE BOARD ROOM, 33122 VALLE ROAD,
SAN JUAN CAPISTRANO, CALIFORNIA

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

VII. CLOSED SESSION

29. Closed Session (as authorized by law)

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to Litigation – One Case
Pacifica San Juan Homeowners Association CFD 98-1A
(Pursuant to Government Code §54956.9(b)(1))

B. CONFERENCE WITH LEGAL COUNSEL–EXISTING LITIGATION

Number of cases: Three Cases
(Pursuant to Government Code §54956.9(a))

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

Case No. 2
Superior Court of the State of California
County of Orange – Central Justice Center
Case No. 00180049
Petition for Writ of Mandate Pursuant to the California Environmental
Quality Act (CEQA), Public Resources Code Section 21000, et seq.
City of Mission Viejo, a municipal corporation v. CUSD

Case No. 3
Superior Court of the State of California
County of Orange – Central Justice Center
Case No. 00207543
Petition for Writ of Mandate Pursuant to the California Environmental
Quality Act (CEQA), Public Resources Code Section 21000, et seq.
City of Rancho Santa Margarita, a municipal corporation, v. CUSD

C. PARENT APPEAL

Level 4 Complaint (3 cases)

D. STUDENT EXPULSIONS – Items D-1 through D-9

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

E. CONFERENCE WITH CHIEF LABOR NEGOTIATOR

Agency designated representative:
Anthony DeMarco, Chief Labor Negotiator
Employee Organization:
Capistrano School Employees Association (CSEA)
(Pursuant to Government Code §54957.6)

F. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

(Pursuant to Government Code §54957)

G. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

Chief Communication Officer
(Pursuant to Government Code §54957)

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
JUNE 29, 2010
EDUCATION CENTER – BOARD ROOM



President Bryson called the meeting to order at 5:30 p.m. President Bryson made the following announcements before recessing to closed session: Pursuant to Government Code 54956.9 (b)(3)(B), closed session Item #24 B involves potential underpayment of a certificated employee due to negotiated vertical step placement limitations, and in the absence of Chief Labor Negotiator Anthony DeMarco, Naomi Suenaka and Jodee Brentlinger will update Trustees on current negotiations.

The Board recessed to closed session at 5:32 p.m. to: confer with Legal Counsel regarding Anticipated Litigation-Significant Exposure to Litigation (one case); confer with Legal Counsel regarding Anticipated Litigation (one potential case); confer with Legal Counsel regarding Existing Litigation (three cases); discuss Student Expulsions (four cases); confer with Chief Labor Negotiator regarding CSEA/CUMA/Teamsters negotiations; discuss Public Employee Discipline/Dismissal/Release; and Public Employee Appointment/Employment.

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

The Pledge of Allegiance was led by Trustee Palazzo.

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

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

**Permanent
Record**

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

**Adoption of the
Board Agenda**

President Bryson reported the following action taken during closed session:

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

Agenda Item #24 A – Conference with Legal Counsel – Significant Exposure to Litigation: Pacifica San Juan Homeowners Association CFD 98-1A. Nothing to report.

Agenda Item #24 B – Conference with Legal Counsel – Anticipated Litigation: Certificated Employee v. CUSD. The Board voted by a 7-0 vote to approve staff recommendations.

Agenda Item #24 C-1 – Conference with Legal Counsel – Existing Litigation: Whispering Hills LLC v. Capistrano Unified School District. Nothing to report.

Agenda Item #24 C-2 & 3 - Conference with Legal Counsel – Existing Litigation: City of Mission Viejo v. CUSD and City of Rancho Santa Margarita v. CUSD. Nothing to report.

Agenda Item #24 D – Conference with Chief Labor Negotiator: CSEA/CUMA. Nothing to report in regards to CSEA negotiations. The Board voted by a 7-0 vote to approve the following compensation concession package for CUMA:

- 3.7% salary rollback effective July 1, 2010
- Eight (8) furlough days with corresponding salary reduction
- Maximum district contribution for health plan coverage based on January 1, 2010 contribution levels.
- Site administrators will be moving to a positive work calendar effective July 1, 2010.

Agenda Item #24 F – Public Employee Discipline/Dismissal/Release: Nothing to report.

Agenda Item #24 G - Public Employee Appointment/Employment—Administrative Assignment:

The Board voted by a 7-0 vote to approve the appointment of Al Becerra as Manager, Maintenance & Operations.

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

The following people to receive special district recognition:

Graduate Pedro Serrano for achieving perfect attendance kindergarten through 12th grade.

**Special
Recognition**

CVHS Varsity Boys Swim Team for winning CIF Division 1 Championships for the 2009 and 2010 season. It was also announced that CVHS Coach Steve Yancey was notified on Saturday that the team is the 2009-2010 California State Boys Swimming Champion.

President Bryson reported that Certificates as to Verification of Signatures on the petitions for the recall of Michael Winsten and Ken Lopez-Maddox from the Registrar of Voters were received in the Superintendent's office on June 21. The certificates show that both petitions are sufficient. An agenda item is being prepared for Board discussion/action at the July 13 Board meeting.

**Board and
Superintendent
Comments**

President Bryson remarked that the season of graduations and award ceremonies went well and that she and Trustee Brick had participated in the Dana Hills High School graduation ceremony.

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:

- *Chris Korpi spoke regarding the recall election and requested that both sides keep it civil.*

- *Cesar Reategui addressed the Board about the importance of bilingual positions in the district and asked Trustees not to layoff employees in these positions.*

President Bryson asked Trustees for items they wished to pull from the Consent Calendar. Agenda items 2 and 6 were pulled for further discussion.

**Items Pulled from
the Consent
Calendar**

It was moved by Trustee Addonizio, seconded by Trustee Lopez-Maddox, and motion carried unanimously to approve the remaining Consent Calendar items, which included agenda item 17. Following the approval of the Consent Calendar President Bryson called upon a speaker who had submitted a blue card on item 17.

The following speaker addressed the Board on a Consent Item not pulled by Trustees:

Item 17—Electrical Bid Award

- *Timothy Giannelli asked Trustees to postpone award of Bid No. 1011-02 for further review.*

Trustee Winsten requested that item 17 be pulled for further discussion due to Mr. Giannelli's request. Since Trustees had already approved the Consent Calendar with the exception of items 2 and 6 which were pulled, it was moved by Trustee Lopez-Maddox, seconded by Trustee Addonizio, and carried unanimously to expunge the last vote. President Bryson requested a roll call vote.

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

President Bryson again asked Trustees for items they wished to pull from the Consent Calendar. Items 2, 6, and 17 were pulled for further discussion.

CONSENT CALENDAR

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

Minutes of the June 15, 2010, Regular Board Meeting.

**Minutes
Agenda Item 1**

Nonpublic school and agency contracts.

**Special Education
Agenda Item 3**

Readmission of students from expulsion: Case # 2009-120, 2010-002, and 2010-039.

**Expulsion
Readmissions
Agenda Item 4**

Proposed school start and dismissal times for 2010-11 school year.

**School Start/
Dismissal Times
Agenda Item 5**

Adoption of standard instructional materials used districtwide in designated courses.

**Instructional
Materials
Agenda Item 7**

Purchase Orders/Warrants/Consulting Agreements as listed.

**Purchase Orders/
Warrants/
Consulting
Agreements
Agenda Item 8**

Donations of funds and equipment.

**Donations
Agenda Item 9**

Extension of RFP No. 7-0708, Instructional Student Assessment Data Management System, Achieve! Data Solutions, LLC for 2010-11

**Data
Management
System
Agenda Item 10**

Authorization to sell obsolete and unusable miscellaneous district materials.

**Obsolete
Materials
Agenda Item 11**

Extension of RFQ No. 1-0910, E-Rate Consultant, NvLS Professional Services, LLC.

**E-Rate
Consultant
Agenda Item 12**

Reject all bids for Bid No. 1011-04, Roof Repair and Maintenance.

**Bid Rejection
Agenda Item 13**

2009-10 Annual Report on Prevailing Wage Monitoring and Labor Compliance Program.

**Annual Report
Agenda Item 14**

Bid No. 0708-05, flooring materials and installation, company name change.

**Flooring
Agenda Item 15**

Extension of Juvenile Court Work Program Services Agreement with the County of Orange for 2010-11.

**Juvenile Court
Work Program
Agenda Item 16**

Employment contracts for Executive Director, SELPA.

**Employment
Contracts
Agenda Item 18**

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

President Bryson recognized Trustee Palazzo who pulled this item. Trustee Palazzo expressed her concern that because this meeting is during the summer, Trustees, staff, and the community have planned their vacations around the established Board meeting schedule. Trustees Addonizio and Brick also stated they have plans on August 17 and would not be able to attend the meeting if the date was changed.

**School Board
Meeting Schedule
Agenda Item 2**

It was moved by Trustee Brick, seconded by Trustee Winsten, and motion failed by a 1-6 vote to revise the 2010-11 School Board meeting schedule.

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

President Bryson stated this item, 2010-11 Consolidated Application for Funding Categorical Aid Programs, Part 1, was pulled to allow staff additional time to complete the required data. This item will be brought back to the July 13 meeting.

Categorical Aid Programs
Agenda Item 6

President Bryson recognized Trustee Winsten who called upon Deputy Superintendent Ron Lebs to explain staff's grounds for not accepting Mr. Giannelli's bid. Mr. Lebs stated that according to legal counsel, it was determined that Mr. Giannelli's bid did not conform to district requirements and therefore was rejected.

Electrical
Agenda Item 17

Trustee Winsten directed staff to meet with Mr. Giannelli to discuss the confusion in the bidding process.

Following discussion, it was moved by Trustee Winsten, seconded by Trustee Lopez-Maddox, and motion carried by a 6-1 vote to award Bid No. 1011-02, Electric Service, to Gilbert & Stearns, Inc.

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

DISCUSSION/ACTION

It was moved by Trustee Lopez-Maddox, seconded by Trustee Addonizio, and motion carried unanimously to approve the three year (2009-10 through 2011-12) contract settlement with Teamsters as proposed and to certify that the public disclosure of the proposed agreement with Teamsters has been completed in accordance with Government Code Section 3547.5 and the changes incorporated by AB 2756.

Teamsters
Agenda Item 19

President Bryson recognized Assistant Superintendent Jodee Brentlinger who explained that 85% of the district's budget is allocated to personnel costs so reducing expenditures without impacting employees is virtually impossible. Mrs. Brentlinger stated that due to the current fiscal reality, staff has limited options and therefore must recommend Trustees approve the layoff resolution.

Classified Layoff-Non Management Employees
Agenda Item 20

The following speakers addressed the Board:

- *Ronda Walen stated that classified cuts hurt students and asked Trustees to treat classified employees fairly.*
- *Ann Shores expressed her concerns regarding laying off academic advisors.*
- *Lori Kosky and Debbie Reynolds spoke to the safety issues for students if campus supervisor positions are reduced.*
- *Susan Gorman and Kristen Schultz addressed the Board in support of high school counselors and the liability to the district if counselors are not available to students in crisis.*

It was moved by Trustee Palazzo, seconded by Trustee Brick, and motion carried by a 5-2 vote to approve Resolution No. 0910-78, Classified Layoffs in the Designated Classifications.

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

President Bryson announced the Public Hearing open at 8:13 p.m. regarding the approval of Resolution No. 0910-77, to authorize the 2010-11 use of categorical flexibility transfers per SBX3 4. There being no speakers to this item, President Bryson declared the public hearing closed at 8:15 p.m.

Public Hearing:
Categorical
Flexibility Funds
Agenda Item 21

It was moved by Trustee Lopez-Maddox, seconded by Trustee Brick, and motion carried unanimously to approve Resolution No. 0910-77, to authorize the 2010-11 use of categorical flexibility transfers per SBX3 4.

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

President Bryson announced the Public Hearing open at 8:16 p.m. regarding the approval of the 2010-2011 Final Budget. There being no speakers to this item, President Bryson declared the public hearing closed at 8:17 p.m.

Public Hearing:
Final Budget
Agenda Item 22

Trustee Bryson recognized Deputy Superintendent Ron Lebs presented the final budget overview. Mr. Lebs stated that there is a reduction of approximately \$200,000 from the June 15 budget presentation due to changes in the layoff resolution that preceded this agenda item. The revised deficit for 2010-11 is projected at approximately \$5.5 million. In the absence of an agreement with CSEA, and knowing that a settlement with CSEA that includes salary concessions is essential to developing a balanced budget, staff developed a strategy that temporarily bridges this shortfall by taking advantage of current legislation. As outlined on June 15, staff is recommending the Board approve a budget that temporarily taps into the 2% required reserve. The budget strategy presented preserves the district's ability to secure TRAN funding to provide sufficient cash flow to make payroll throughout the year. Under this option, the County Office of Education may provide a conditional budget approval for districts that are still negotiating with employee groups; that are either at impasse or reasonably close to settling negotiations; or as part of a contingency plan that can be implemented if impasse or settlement is not reach. Mr. Lebs explained that in the event the district does not reach an agreement with CSEA, staff has prepared a contingency plan. This plan will involve borrowing from other funds and recommending additional employee layoffs.

Prior to the vote Mr. Lebs requested Trustees approve the budget as presented, with the incorporation of the Teamsters and CUMA agreements as approved this evening, as well as the contingency plan that was presented earlier.

Mr. Lebs added that with approval of the budget and after the ultimate restoration of the 2% reserve, the Board of Trustees acknowledges that the district's multi-year projection indicates a budget deficit of approximately \$11.5 million in 2011-12 and another \$6 million in 2012-13. In order for the district to remove the qualified status from the district's budget, Trustees will need to identify and approve \$11.5 million in additional cuts prior to December 15.

Following discussion, it was moved by Trustee Addonizio, seconded by Trustee Brick and the motion carried by a 5-2 vote to approve staff recommendations.

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

President Bryson recognized Deputy Superintendent Ron Lebs who stated that this item was placed on the agenda at the request of Trustee Addonizio. Following discussion staff was directed to bring this item back to the July 13 Board meeting as a Discussion/Action item.

**Newhart MPR
Expansion
Agenda Item 23**

The meeting recessed to closed session at 8:45 p.m.

The Board reconvened at 8:50 p.m. President Bryson reported the following action taken during closed session:

**President's
Report From
Closed Session**

Agenda Item #24 E-1 through E-4 - Student Expulsions: The Board voted by a 7-0 vote to expel the following students by stipulated agreement: Case #2010-115, 2010-116, 2010-118, and 2010-123.

The meeting adjourned at 8:51 p.m.

Board Clerk

Secretary, Board of Trustees

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

July 13, 2010

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

FROM: Julie Hatchel, Assistant Superintendent, Education Division

SUBJECT: **EXPUNGING OF EXPULSION RECORD**

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

July 13, 2010

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

FROM: Candy Miller, Interim SELPA Director

SUBJECT: **APPROVAL: SPECIAL EDUCATION: NONPUBLIC SCHOOL
AND AGENCY CONTRACTS**

BACKGROUND INFORMATION

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

CURRENT CONSIDERATIONS

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

FINANCIAL IMPLICATIONS

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

Total Special Education Non Public School and Agency contracts for the July 13, 2010 Board Meeting is \$352,494.85.

STAFF RECOMMENDATION

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

SPECIAL EDUCATION

July 13, 2010

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Master Contracts:

1. TUITION:

Provider: Red Rock Canyon School
Student: 1 Student
Services: Tuition
Period Covered: 06/17/10 – 06/30/10
Days/Rate: 10 @ \$125.00
Total Cost: \$1,250.00

Justification:
Mandated by
IEP Services and Support

2. TUITION:

Provider: Red Rock Canyon School
Student: 1 Student
Services: Tuition
Period Covered: 07/01/10 – 06/30/11
Days/Rate: 254 @ \$125.00
Total Cost: \$31,750.00

Justification:
Mandated by
IEP Services and Support

3. TUITION:

Provider: Larry M. Simmons High School-Bodega
Student: 1 Student
Services: Tuition
Period Covered: 07/01/10 – 06/30/11
Days/Rate: 235 @ \$176.95
Total Cost: \$41,583.25

Justification:
Mandated by
IEP Services and Support

4. PARENT REIMBURSEMENT:

Provider: Parents
Student: 1 Student
Services: RTC Visit
Period Covered: 07/01/10 – 06/30/11
Trips/Rate: 3 @ \$700.00
Total Cost: \$2,100.00

Justification:
Mandated by
IEP Services and Support

5. TUITION:

Provider: Shiloh Treatment Center, Inc
Student: 1 Student
Services: Tuition
Period Covered: 07/01/10 – 06/30/11
Days/Rate: 210 @ \$159.00
Total Cost: \$33,390.00

Justification:
Mandated by
IEP Services and Support

6. TUITION:

Provider: Devereux Arizona
Student: 1 Student
Services: Tuition
Period Covered: 07/01/10 – 06/30/11
Days/Rate: 204 @ \$125.86
Total Cost: \$25,675.44

Justification:
Mandated by
IEP Services and Support

SPECIAL EDUCATION

July 13, 2010

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7. PARENT REIMBURSEMENT:

Provider: Parents
Student: 1 Student
Services: RTC Visit
Period Covered: 07/01/10 – 06/30/11
Trips/Rate: 3 @ \$700.00
Total Cost: \$2,100.00

Justification:
Mandated by
IEP Services and Support

8. RELATED SERVICES:

Provider: Cinnamon Hills Youth Crisis Center
Student: 1 Student
Services: Home Visit from RTC
Period Covered: 06/02/10
Trips/Rate: 1 @ \$350.00
Total Cost: \$350.00

Justification:
Mandated by
IEP Services and Support

9. TUITION:

Provider: Devereux League City
Student: 1 Student
Services: Tuition
Period Covered: 07/01/10 – 06/30/11
Days/Rate: 250 @ \$125.94
Total Cost: \$31,485.00

Justification:
Mandated by
IEP Services and Support

10. TUITION:

Provider: Devereux League City
Student: 1 Student
Services: Tuition
Period Covered: 07/01/10 – 06/30/11
Days/Rate: 250 @ \$120.38
Total Cost: \$30,095.00

Justification:
Mandated by
IEP Services and Support

11. TUITION:

Provider: Devereux Victoria
Student: 1 Student
Services: Tuition
Period Covered: 07/01/10 – 06/30/11
Days/Rate: 250 @ \$135.96
Total Cost: \$33,990.00

Justification:
Mandated by
IEP Services and Support

12. TUITION:

Provider: Pyramid Autism Center
Student: 1 Student
Services: Tuition
Period Covered: 07/01/10 – 06/30/11
Days/Rate: 220 @ \$225.00
Total Cost: \$49,500.00

Justification:
Mandated by
IEP Services and Support

SPECIAL EDUCATION

July 13, 2010

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13. TUITION:

Provider:	Chileda	Justification:
Student:	1 Student	Mandated by
Services:	Tuition	IEP Services and Support
Period Covered:	07/01/10 – 06/30/11	
Days/Rate:	256 @ \$132.36	
Total Cost:	\$33,884.16	

14. TUITION:

Provider:	New Haven School	Justification:
Student:	1 Student	Mandated by
Services:	Tuition	IEP Services and Support
Period Covered:	07/01/10 – 08/20/10	
Days/Rate:	36 @ \$122.00	
Total Cost:	\$4,392.00	

15. RELATED SERVICES:

Provider:	Abby Rozenberg	Justification:
Student:	1 Student	Mandated by
Services:	Lang/Speech Therapy	IEP Services and Support
Period Covered:	07/01/10 – 06/30/11	
Total Cost:	\$15,750.00	

16. RELATED SERVICES:

Provider:	Deborah Hebert	Justification:
Student:	1 Student	Mandated by
Services:	OT/PT	IEP Services and Support
Period Covered:	07/01/10 – 06/30/11	
Total Cost:	\$10,080.00	

17. RELATED SERVICES:

Provider:	Wertheimer-Gale & Assoc.	Justification:
Student:	1 Student	Mandated by
Services:	OT/PT	IEP Services and Support
Period Covered:	07/01/10 – 10/06/10	
Total Cost:	\$780.00	

18. TUITION:

Provider:	Speech and Language Development Center	Justification:
Student:	1 Student	Settlement Agreement
Services:	Tuition, Speech Therapy and Occupational Therapy	
Period Covered:	07/07/10 – 08/03/10	
Total Cost:	\$4,340.00	

**TOTAL SPECIAL EDUCATION: NONPUBLIC SCHOOL AND AGENCY
CONTRACTS FOR THE JULY 13, 2010 BOARD \$352,494.85.**

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

July 13, 2010

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

FROM: Julie Hatchel, Assistant Superintendent, Education Division

SUBJECT: **SCHOOL MOBILE ASSESSMENT RESOURCE TEAM MEMORANDUM
OF UNDERSTANDING**

BACKGROUND INFORMATION

Since July 2001, the School Mobile Assessment Resource Team (SMART) has provided Capistrano Unified School District with a rapid response law enforcement team to investigate suspected threats on our students and campuses. The idea behind SMART is to be proactive, rather than reactive, in addressing potentially dangerous situations. Willingness of SMART to conduct threat assessments has been highly effective and has resulted in appropriate responses by both the school and law enforcement, thus creating a public trust of both organizations amongst parents.

The SMART program extends the capacities of a school to more effectively deal with a suspected threat by involving law enforcement partners in the investigative process at the appropriate time. Calls for service from SMART have gradually reduced on our campuses because of their effectiveness. In the past nine years, the absence of a single serious incident on any of our campuses proves the effectiveness of the SMART program. Our schools are safer and our teachers and students enjoy a more secure environment in which to learn.

CURRENT CONSIDERATIONS

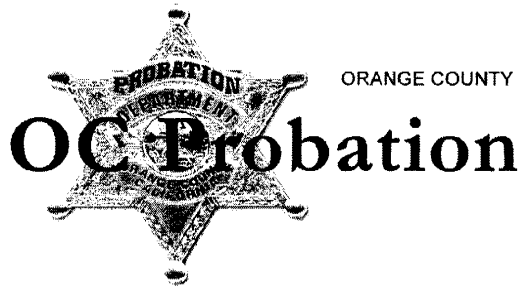
Each year CUSD enters into a Memorandum of Understanding (MOU) (Exhibit A) for provision of the SMART. This MOU allows the SMART to support the schools in CUSD.

FINANCIAL IMPLICATIONS

Entering into the SMART MOU will have no financial impact on the general fund.

STAFF RECOMMENDATIONS

It is respectfully and strongly recommended that CUSD enters into the School Mobile Assessment Resource Team Memo Of Understanding for the 2010-2011 school year.



STEVEN J. SENTMAN
CHIEF PROBATION OFFICER

TELEPHONE: (714) 569-2000

1535 E. ORANGEWOOD AVENUE
ANAHEIM, CA

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

May 19, 2010

Sandra Hutchens, Sheriff
Orange County Sheriff-Coroner Department
550 N. Flower Street
Santa Ana, CA 92703-2361

Bobbi Mahler, Interim Superintendent
Capistrano Unified School District
32972 Calle Perfecto
San Juan Capistrano, CA 92675

Steven L. Fish, Ed.D., Superintendent
Saddleback Valley Unified School District
25631 Peter A. Hartman Way
Mission Viejo, CA 92691

Re: **Renewal of Memorandum of Understanding #5 for School Mobile Assessment Resource Team**

Pursuant to Agenda Item Number 34 dated June 23, 2009, the Orange County Board of Supervisors approved Memorandum of Understanding #5 (MOU) with the Capistrano Unified School District and Saddleback Valley Unified School District for the School Mobile Assessment Resource Team, for the period of July 1, 2009 through June 30, 2010. The Board also authorized the Chief Probation Officer, on its behalf, and upon mutual written agreement of the parties, to renew the MOU under the same terms, conditions and scope of work for up to one additional one-year period, in an amount not to exceed \$700,701. Due to a decrease in vehicle license fee funding, and a decrease in Probation staff and research support, the funding allocated for Probation's administrative oversight services has been reduced by \$24,381. The revised funding allocated to this program is \$676,320.

In accordance with the Board's authorization, and pursuant to Section 1.0 ("Term") of MOU, the Chief Probation Officer hereby agrees to renew the MOU under the same terms, conditions and scope of work, for an additional one-year period, from July 1, 2010 through June 30, 2011.

If your organization concurs with the proposed one-year renewal of the MOU, please sign page 2 of the four original letters provided herein; a copy of the MOU is also provided for your records. Please return the four original letters to Estela Anaya, Contract Development Manager, at the above-shown address; one original will be returned to you upon execution by all parties.

Thank you for your continuing support of this worthwhile program.

Sincerely,


Steven J. Sentman
Chief Probation Officer

Attachment

We agree to renew the term of "Memorandum of Understanding #5 School Mobile Assessment Resource Team" between the County of Orange, the Capistrano Unified School District, and the Saddleback Valley Unified School District, for an additional one-year period, in an amount not to exceed \$676,320 annually, for the period of July 1, 2010 through June 30, 2011.

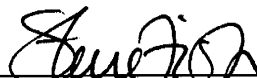
All other terms and conditions of the MOU are unchanged, and shall remain the same during the extended term of MOU.

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: 
Bobbi Mahler
Interim Superintendent

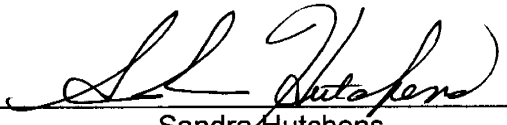
Date: 6/9/10

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

By: 
Steven L. Fish, Ed.D
Superintendent

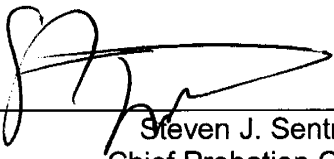
Date: 6/1/10

ORANGE COUNTY SHERIFF-CORONER DEPARTMENT

By: 
Sandra Hutchens
Sheriff

Date: 5/25/2010

COUNTY OF ORANGE

By: 
Steven J. Sentman
Chief Probation Officer

Date: 5/18/10

**MEMORANDUM OF UNDERSTANDING #5
SCHOOL MOBILE ASSESSMENT RESOURCE TEAM**

THIS MEMORANDUM OF UNDERSTANDING #5, hereinafter referred to as "MOU #5," entered into this 23rd day of June, 2009, which date is enumerated for purpose of reference only, is by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter called "COUNTY," Capistrano Unified School District, hereinafter called "Capistrano USD," and Saddleback Valley Unified School District, hereinafter called "Saddleback USD." This MOU #5 shall be administered by the County of Orange Chief Probation Officer, hereinafter referred to as "ADMINISTRATOR."

WITNESSETH:

WHEREAS, pursuant to Resolution No. 00-455 dated December 19, 2000, the Orange County Board of Supervisors ("BOARD") authorized ADMINISTRATOR to execute, on behalf of the Orange County Juvenile Justice Coordinating Council (JJCC), the application for Juvenile Justice Crime Prevention Act (JJCPA) funding of the Orange County Comprehensive Multi-Agency Juvenile Justice Plan, hereinafter referred to as "CMJJP;"

WHEREAS, the Board of Corrections approved the CMJJP, which included the School Mobile Assessment Resource Team, hereinafter referred to as "SMART," as a JJCPA-funded program designed to combat crimes and gang-related problems in schools and in communities where the Orange County Sheriff-Coroner's Department provides law enforcement services;

WHEREAS, on June 26, 2001, the Orange County Board of Supervisors ("BOARD") approved the "Memorandum of Understanding: School Mobile Assessment Resource Team," hereinafter referred to as "MOU #1," between the COUNTY (acting through the Sheriff-Coroner's Department, the District Attorney's Office, and the Probation Department), Capistrano USD, and Saddleback USD, for the period of July 1, 2001 to June 30, 2002, and renewed MOU #1 on the same terms, conditions and scope of work for the periods of July 1, 2002 through June 30, 2003, and July 1, 2003 through June 30, 2004;

WHEREAS, on February 8, 2005, the BOARD approved the "Memorandum of Understanding: School Mobile Assessment Resource Team," hereinafter referred to as "MOU #2," between the COUNTY, Capistrano USD, and Saddleback USD, for the period of July 1, 2004 to June 30, 2005, and renewed MOU #2 on the same terms, conditions and scope of work for the periods of July 1, 2005 through June 30, 2006, and July 1, 2006 through June 30, 2007;

WHEREAS, on June 26, 2007, the BOARD approved the "Memorandum of Understanding: School Mobile Assessment Resource Team," hereinafter referred to as "MOU #3," between Capistrano USD and Saddleback USD for the period of July 1, 2007 to June 30, 2008;

WHEREAS, on June 24, 2008, the BOARD approved the "Memorandum of Understanding: School Mobile Assessment Resource Team," hereinafter referred to as "MOU #4," between Capistrano USD and Saddleback USD for the period of July 1, 2008 to June 30, 2009;

WHEREAS, effective with MOU #4, the District Attorney's office no longer participates as a SMART service provider, and the Probation Department's SMART services are limited to providing the COUNTY's fiscal oversight consistent with JJCPA funding guidelines;

WHEREAS, on June 23, 2009, the Board approved the operating budgets for JJCPA-funded programs for Fiscal Year 2009-10, which included continuation funding for SMART, as recommended by the Juvenile Justice Coordinating Council;

WHEREAS, the remaining parties wish to enter into a new agreement to continue SMART activities for July 1, 2009 through June 30, 2010; and

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[illegible]

EXHIBIT A
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[illegible]

1.0 TERM

Subject to the termination provisions set forth in Sections 11.0 and 12.0 herein, the term of this MOU #5 shall be for a twelve (12) month period commencing on July 1, 2009, through June 30, 2010.

- 1.1 This MOU #5 may be renewed on the same terms and conditions upon written agreement between ADMINISTRATOR, Capistrano USD, and Saddleback USD, as may be necessary to implement new or continued funding appropriated by the State Legislature under the Juvenile Justice Crime Prevention Act, for up to one (1) additional one-year period, with a total service period not to exceed two (2) years.

2.0 PROGRAM OBJECTIVES

The parties to this MOU #5 have implemented the SMART program to combat crimes committed by youths on, near, or impacting school campuses and communities where the Sheriff provides law enforcement services. Specific objectives of the SMART program include:

- 2.1 Assessment of threats of violence reported by school personnel or otherwise detected as trending from other incidents of violence in and around schools within or outside Orange County;
- 2.2 Prevention of the incidence or spread of violence in schools by quick responses to threats made by, or attributed to, youths who are at high risk for being victims or perpetrators of acts that incite fear, discord and potential danger in the schools;
- 2.3 Identification of negative or destructive behavior in at-risk youths, and in other youths with gang affiliation, so as to anticipate and prevent the occurrence of actual incidents of crime and violence in and around schools;
- 2.4 Development and sharing of intelligence information between COUNTY and schools;
- 2.5 Coordination of multi-agency activities as a single, collaborative effort merging law enforcement, gang violence suppression, prosecution, sentencing, and probation; and
- 2.6 Referral of arrested juveniles to community resources, family counseling, or supervised probation.

3.0 SERVICES AND RESOURCES PROVIDED BY COUNTY AGENCIES

- 3.1 Services: COUNTY personnel specially trained in law enforcement shall be assigned to the SMART program to work together as a team, and to perform services as described below:
 - 3.1.1 Orange County Sheriff-Coroner Department: The Sheriff shall participate in the SMART program by:
 - 3.1.1.1 Assigning one (1) Sergeant, one (1) Juvenile Investigator, and two (2) Deputy Sheriffs to the program, all on a full-time basis;
 - 3.1.1.2 Assessing threats of violence on school campuses in areas in which the Sheriff acts as the primary law enforcement agency, including, but not limited to, campuses of Capistrano USD and Saddleback USD, by identifying at risk-youths and monitoring prior offenders;
 - 3.1.1.3 Responding to reported threats or actual incidents of violence occurring on such school campuses;
 - 3.1.1.4 During a major occurrence of violence on a school campus, attending to the safety and security of students, school personnel and the public;

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- 3.1.1.5 Investigating the origin, nature and impact of threatened or actual incidents of violence in and around schools and communities where the Sheriff provides primary law enforcement services; and
 - 3.1.1.6 Patrolling areas around school campuses and other locations frequented by gangs and other at-risk youths.
- 3.1.2 Orange County Probation Department: Probation shall participate in the SMART program by providing fiscal oversight of COUNTY'S funding utilization pursuant to JJCPA funding guidelines and Section 6.0 of this MOU #5.
- 3.2 Meetings: To enhance team communication and responsiveness, SMART members shall conduct meetings, as often as necessary, at the following address:

Orange County Sheriff-Coroner Department
Juvenile Service Bureau
909 North Main Street, Suite 2
Santa Ana, CA 92701
- 3.3 County Owned/Leased Vehicles: Purchasing Agency personnel assigned to the Sheriff Department shall ensure that department-owned vehicles are utilized whenever possible, and when necessary, shall make lease arrangements, on behalf of COUNTY, to ensure that separate vehicles are provided for each of the four (4) Sheriff employees assigned to the SMART program, consistent with COUNTY purchasing policies. The cost of utilizing County owned vehicles and, when necessary, the cost of leasing vehicles to provide four (4) vehicles in total shall be items of expenses funded under AB 1913, and may be claimed for reimbursement in accordance with the "Fiscal Accountability" provisions of Section 6 of this MOU #5.
- 3.4 Safety Equipment: The COUNTY agencies acknowledge that some of the SMART members, in the course of performance of their duties, will need to be in uniform, armed, and equipped with certain safety gear and accessories. It is mutually understood that the cost of outfitting the SMART members for safety will be absorbed by COUNTY through such funds as may be appropriated for the participating agencies in the COUNTY budget.

4.0 PARTICIPATION BY SCHOOL DISTRICTS

- 4.1 The parties acknowledge that there is a strong correlation between gang presence and violence in schools. Statistics on the increasing threats of violence, possession of weapons, and actual incidents of violence in and around schools, also suggest the need for implementing the SMART program in schools.
- 4.2 The Parties also acknowledge that Capistrano USD and Saddleback USD have entered into this MOU #5 to supplement their existing cooperative arrangements with the Sheriff. Participation by the school districts in the SMART program shall include the following:
 - 4.2.1 Collaborating with SMART members to design a contingency plan for occurrences of violence on school grounds, by providing the team with maps of school facilities, class schedules, student rosters, and evacuation routes;
 - 4.2.2 Establishing procedures for allowing SMART members access to school facilities, to enable quick response to threatened or actual incidence of violence;
 - 4.2.3 Providing pertinent information concerning students identified as showing at-risk behavior or having gang affiliation, subject to the confidentiality provisions in Section 7 of this MOU #5 and the pupil records limitations contained in state and federal laws; and

- 4.2.4 Cooperating with SMART members in the investigation of threatened violence or actual crimes committed on school grounds.

5.0 PROGRAM COORDINATION AND REPORTING

- 5.1 SMART will be organized as a subordinate component of the Sheriff Juvenile Services Bureau. The team will fully dedicate its efforts toward the prevention of criminal activities by gangs and other violent youths in and around schools and communities where the Sheriff provides law enforcement services.

5.2 Program Coordination

- 5.2.1 Overall coordination of SMART activities shall be the joint responsibility of individual team members. All SMART members shall follow the direction and procedures established by the Operations Management Team, to the extent, such directions, and procedures are consistent with the policies and procedures of their employing agencies.
- 5.2.2 Participating COUNTY agencies shall cooperate in the team effort made by their respective personnel, while remaining consistent with the policies and procedures governing their own agencies. Team members shall remain employees of their own agencies.
- 5.2.3 SMART members will work together as a team, with each member supplementing and enhancing the efforts of every other team member. Coordination and communication will be ongoing during the days that team members are at work. Team members should generally not be involved in any other activities during days devoted to SMART program efforts.

- 5.3 Program Reporting Requirements: SMART members agree to keep records and data generated by their participation in the program. Such documentation shall be in a form and substance that will enable Probation to perform an accounting of program costs, and to measure program outcomes assessing the effectiveness of the program, as may be required for reporting to the Board of Corrections.

6.0 FISCAL ACCOUNTABILITY

- 6.1 Probation shall provide fiscal oversight of the SMART program, and shall administer JJCPA funding in accordance with the requirements of:
- 6.1.1 Government Code Sections 30062, for expending funds allocated under Assembly Bill 1913, the Schiff-Cardenas Crime Prevention Act of 2000), exclusively to provide front line law enforcement services provided by COUNTY; and
- 6.1.2 Government Code Section 30063, prohibiting the transfer or intermingling of funds allocated under AB 1913 with monies in any other COUNTY fund; and
- 6.1.3 State of California Accounting Standards and Procedures for Counties Manual issued May 2003 by the State Controller's Office, Division of Accounting and Reporting.
- 6.2 Probation shall issue instructions for claiming reimbursement of expenses under the SMART program. The agencies claiming reimbursements shall provide supporting documentation for expenses incurred, which shall be adequate and complete for accounting of the disbursement of JJCPA funds allocated to the program.
- 6.3 Within thirty (30) days following the end of each quarter, the agencies claiming reimbursements shall submit their claims to Probation for the previous quarter. Reimbursement claims shall be accompanied by source documents for services provided by personnel assigned to the SMART program, including timesheets, and records of

salaries and employee benefits paid.

7.0 CONFIDENTIALITY

- 7.1 Capistrano USD, Saddleback USD, and COUNTY shall maintain the confidentiality of all their records in accordance with all applicable federal, state and local laws, regulations, ordinances and directives relating to confidentiality. All records and information concerning any and all matters referred to Capistrano USD or Saddleback USD by COUNTY, or by Capistrano USD or Saddleback USD to COUNTY, shall be considered and kept confidential by all parties and their respective staff, agents, employees and volunteers as may be required by law. Information obtained by Capistrano USD, Saddleback USD, or COUNTY in the performance of this MOU #5 shall be treated as strictly confidential, and shall not be used for any purpose other than the performance of this MOU #5, except as may be required or permitted by law.
- 7.2 In addition to the general confidentiality provisions of Section 7.1 above, the parties specifically agree to comply with the Orange County Juvenile Court's order entitled "Policy: Confidentiality and Release of Information," dated January 28, 1997, or as may be amended, attached hereto as Exhibit 1.0 and incorporated herein by reference, which governs the confidentiality of juvenile record information and probation records.
- 7.2.1 The foregoing Juvenile Court policy was adopted in accordance with Welfare and Institutions Code Section 827 and all applicable statutes, court orders and case law. No access, disclosure or release of information regarding a minor who is the subject of Juvenile Court proceedings or any other "juvenile record information," as defined in said Juvenile Court policy, shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the prior approval and consent of the Judge of the Juvenile Court.
- 7.3 "Juvenile record information," as defined in said Juvenile Court policy is understood to include all records and data which identify the juvenile subject of the information, and associate that subject with any aspect of the administration of the Juvenile Court law of the State of California, as well as any record or data relating to any juvenile contacts and arrests even if Juvenile Court proceedings were not instituted, including records of temporary custody and detention of a minor pursuant to Welfare and Institutions Code section 625. Such information includes, but is not limited to, the subject's offense history, social history, all information of a diagnostic or evaluative nature, and any other personal or confidential data which can be traced to the subject, whether or not generated by Capistrano USD or Saddleback USD or any COUNTY agency.
- 7.4 Student record information provided by Capistrano USD or Saddleback USD shall be kept confidential in accordance with federal and state laws dealing with the confidentiality of student records. To the extent such information is made available to COUNTY, and pursuant to such laws or specific court order, COUNTY shall guard the confidentiality and privacy of such information as may be required by law.

8.0 PUBLICITY

- 8.1 Participating COUNTY agencies shall:
- 8.1.1 Direct press inquiries concerning investigations and arrests to the Sergeant in charge of the Sheriff component of the SMART program.
- 8.1.2 Advise their respective personnel that they may comment on their own activities if consistent with the policies of their own agencies.
- 8.2 During the time this MOU #5 is in effect, Capistrano USD and Saddleback USD, their respective employees, volunteers, agent and officers, shall not publish or disseminate advertisements, press releases, or feature articles related to the SMART program, which reference COUNTY, without the prior written consent of the ADMINISTRATOR.

- 8.3 During the time this MOU #5 is in effect, COUNTY, its employees, volunteers, agents, and officers, shall not publish or disseminate advertisements, press releases, or feature articles related to the SMART program, which references Capistrano USD or Saddleback USD, without the prior written consent of the Superintendent of the respective school district.

9.0 PERMIT TO USE REAL AND PERSONAL PROPERTY

- 9.1 Capistrano USD permits COUNTY access to Capistrano USD campuses, and rent-free use of office space, furniture and equipment located in its offices, as may be needed by COUNTY personnel assigned to the SMART program, for facility familiarization and training, contingency preparations and planning, and for performing other related duties. Said office space, furniture, and equipment shall be adequate for performance of services under the program. The precise location, size and type of said office space, furniture and equipment will be determined by the Capistrano USD Superintendent. Capistrano USD shall supply all repair, maintenance and janitorial supplies and services to said premises, and shall be responsible for all charges for utilities to said premises.
- 9.2 Saddleback USD permits COUNTY access to Saddleback USD campuses, and rent-free use of office space, furniture and equipment located in its offices, as may be needed by COUNTY personnel assigned to the SMART program, for facility familiarization and training, contingency preparations and planning, and for performing other related duties. Said office space, furniture, and equipment shall be adequate for performance of services under the program. The precise location, size and type of said office space, furniture and equipment will be determined by the Saddleback Valley Superintendent. Saddleback USD shall supply all repair, maintenance and janitorial supplies and services to said premises, and shall be responsible for all charges for utilities to said premises.
- 9.3 COUNTY permits Capistrano USD and Saddleback USD access to the work location of SMART members, as described in Section 5.2 herein, for team meetings, contingency preparations and planning, and for attending other events related to the SMART program.

10.0 INDEMNIFICATION

- 10.1 COUNTY agrees to indemnify, defend with counsel approved in writing by Capistrano USD and Saddleback USD, and hold Capistrano USD, its officers, employees, and agents and Saddleback USD its officers, employees, and agents harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, or other performance provided by COUNTY pursuant to this MOU #5. If judgment is entered against COUNTY and Capistrano USD or Saddleback USD, by a court of competent jurisdiction because of the concurrent active negligence of Capistrano USD or Saddleback USD, COUNTY and Capistrano USD or Saddleback USD, agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- 10.2 Capistrano USD agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES"), and Saddleback USD, its officers, employees, and agents harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services or other performance provided by Capistrano USD pursuant to this MOU #5. COUNTY'S approval of counsel shall not be unreasonably withheld. If judgment is entered against Capistrano USD and COUNTY or Saddleback USD by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, or Saddleback USD, Capistrano USD, COUNTY and Saddleback USD agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- 10.3 Saddleback USD agrees to indemnify, defend with counsel approved in writing by COUNTY and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors

acts as the governing Board ("COUNTY INDEMNITEES"), and Capistrano USD, its officers, employees, and agents harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, or other performance provided by Saddleback USD pursuant to this MOU #5. COUNTY'S approval of counsel shall not be unreasonably withheld. If judgment is entered against Saddleback USD and COUNTY or Capistrano USD by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, or Capistrano USD, Saddleback USD, COUNTY and Capistrano USD agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

11.0 NON-APPROPRIATION

The parties acknowledge that funding or portions of funding for MOU #5 may be contingent upon State Budget approval; receipt of funds from, and/or obligation of funds by the State to COUNTY; and inclusion of sufficient funding for the services hereunder, in the budget approved by COUNTY'S Board of Supervisors for each fiscal year covered by MOU #5. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately modify or terminate MOU #5 by written notice to Capistrano USD and Saddleback USD without penalty.

12.0 TERMINATION

In addition to any other remedies or rights the Parties may have by law, Capistrano USD and Saddleback USD and COUNTY, acting through ADMINISTRATOR, have the right to terminate MOU #5 without penalty immediately with cause, or after thirty (30) days written notice without cause, unless otherwise specified. Cause shall be defined as any breach of the MOU #5, or any misrepresentation or fraud on the part of the Capistrano USD and Saddleback USD or COUNTY. Exercise by the Parties of their respective right to terminate MOU #5 shall relieve Capistrano USD and Saddleback USD and COUNTY of all further obligations, except those obligations specifically identified elsewhere in MOU #5 as surviving termination.

13.0 NOTICES

Any notices or demands to be given under MOU #5 by any party to the other parties, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served, or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by any party may be changed by written notice given in accordance with the notice provisions of this Section. As of the date of this MOU #5, the addresses of the parties are as follows:

13.1 Notices to COUNTY shall be sent to the following:

Chief Probation Officer
County of Orange Probation Department
P.O. Box 10260
Santa Ana, CA 92711
Attn: Contract Services Manager

13.2 Notices to Capistrano USD shall be sent to the following:

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


14. ALTERATION OF TERMS

15. EMPLOYEE ELIGIBILITY LANGUAGE

[illegible]

IN WITNESS WHEREOF, the parties have caused MOU #5 to be executed in the County of Orange, State of California.

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: 
Naomi Suenaka
Interim Deputy Superintendent Personnel

Dated: 06/08/09

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

By: 
Steven L. Fish, Ed.D
Superintendent

Dated: _____

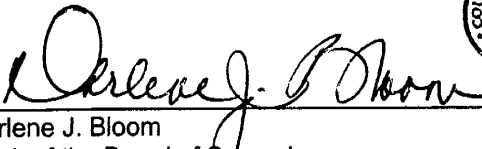
COUNTY OF ORANGE

By: 
Chairman of the Board of Supervisors

Dated: 6/23/09

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535

ATTEST:

By: 
Darlene J. Bloom
Clerk of the Board of Supervisors
Orange County, California



Dated: 6/23/09

**APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA**

By: 
Senior Deputy County Counsel

Dated: 6/4/09

* If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature alone is required by County of Orange Probation Department.



EXHIBIT 1.0

Orange County Juvenile Court's

Policy: Entitled

Confidentiality and Release

of Information,

Dated: January 28, 1997

ORANGE COUNTY JUVENILE COURT

POLICY: CONFIDENTIALITY AND RELEASE OF INFORMATION

I. Confidentiality of Juvenile Court Proceedings

A. Introduction

Sections 346 and 676 of the Welfare and Institutions Code provide that the public shall not be admitted to Juvenile Court hearings. Such hearings are characterized as confidential, not secret. [Brian W. v. Superior Court of Los Angeles County, 20 Cal.3d 618, 574 P.2d 788, 143 CR 717 (1978).]

1. WIC §346 relates to 300 proceedings, and reads as follows:

Unless requested by a parent or guardian and consented to or requested by the minor concerning whom the petition has been filed, the public shall not be admitted to a juvenile court hearing. The judge or referee may nevertheless admit such persons as he deems to have a direct and legitimate interest in the particular case or the work of the court.

2. WIC §676 relates to 601 and 602 proceedings, and reads as follows:

(a) Unless requested by the minor concerning whom the petition has been filed and any parent or guardian present, the public shall not be admitted to a juvenile court hearing. Nothing in this section shall preclude the attendance of up to two family members of a prosecuting witness for the support of that witness, as authorized by Section 868.5 of the Penal Code. The judge or referee may nevertheless admit those persons he or she deems to have a direct and legitimate interest in the particular case or the work of the court. However, except as provided in subdivision (b), members of the public shall be admitted, on the same basis as they may be admitted to trials in a court of criminal jurisdiction, to hearings concerning petitions filed pursuant to Section 602 alleging that a minor is a person described in Section 602 by reason of the violation of any one of the following offenses:

- (1) Murder.
- (2) Arson of an inhabited building.
- (3) Robbery while armed with a dangerous or deadly weapon.

- (4) Rape with force or violence or threat of great bodily harm.
- (5) Sodomy by force, violence, duress, menace, or threat of great bodily harm.
- (6) Oral copulation by force, violence, duress, menace, or threat of great bodily harm.
- (7) Any offense specified in subdivision (a) of Section 289 of the Penal Code.
- (8) Kidnapping for ransom
- (9) Kidnapping for purpose of robbery.
- (10) Kidnapping with bodily harm.
- (11) Assault with intent to murder or attempted murder.
- (12) Assault with a firearm or destructive device.
- (13) Assault by any means of force likely to produce great bodily injury.
- (14) Discharge of a firearm into an inhabited or occupied building.
- (15) Any offense described in Section 1203.09 of the Penal Code.
- (16) Any offense described in Section 12022.5 of the Penal Code.
- (17) Any felony offense in which a minor personally used a weapon listed in subdivision (a) of Section 12020 of the Penal Code.
- (18) Burglary of an inhabited dwelling house or trailer coach, as defined in Section 635 of the Vehicle Code, or the inhabited portion of any other building, if the minor previously has been adjudged a ward of the court by reason of the commission of any offense listed in this section, including an offense listed in this paragraph.
- (19) Any felony offense described in Section 136.1 or 137 of the Penal Code.
- (20) Any offense as specified in Sections 11351, 11351.5, 11352, 11378, 11378.5, 11379, and 11379.5 of the Health and Safety Code.
- (21) Criminal street gang activity which constitutes a felony pursuant to Section 186.22 of the Penal Code.
- (22) Manslaughter as specified in Section 192 of the Penal Code.
- (23) Driveby shooting or discharge of a weapon from or at a motor vehicle as specified in Sections 246, 247, and 12034 of the Penal Code.
- (24) Any crime committed with an assault weapon, as defined in Section 12276 of the Penal Code, including possession of an assault as specified in subdivision (b) of Section 12280 of the Penal Code.
- (25) Carjacking, while armed with a dangerous or deadly weapon.
- (26) Kidnapping, in violation of Section 209.5 of the Penal Code.
- (27) Torture, as described in Sections 206 and 206.1 of the Penal Code.

(28) Aggravated mayhem, in violation of Section 205 of the Penal Code.

(b) When the petition filed alleges that the minor is a person described in Section 602 by reason of the commission of rape with force or violence or great bodily harm; sodomy by force, violence, duress, menace, or threat of great bodily harm; oral copulation by force, violence, duress, menace, or threat of great bodily harm; or any offense specified in Section 269 of the Penal Code, members of the public shall not be admitted to the hearing in either of the following instances:

- (1) Upon a motion for a closed hearing by the district attorney, who shall make the motion if so requested by the victim.
- (2) During the victim's testimony, if, at the time of the offense the victim was under 16 years of age.

(c) The name of a minor found to have committed one of the offenses listed in subdivision (a) shall not be confidential, unless the court, for good cause, so orders.

(d) Notwithstanding Sections 827 and 828 and subject to subdivisions (e) and (f), when a petition is sustained for any offense listed in subdivision (a), the charging petition, the minutes of the proceeding, and the orders of adjudication and disposition of the court that are contained in the court file shall be available for public inspection. Nothing in this subdivision shall be construed to authorize public access to any other documents in the court file.

(e) The probation officer or any party may petition the juvenile court to prohibit disclosure to the public of any file or record. The juvenile court shall prohibit the disclosure if it appears that the harm to the minor, victims, witnesses, or public from the public disclosure outweighs the benefit of public knowledge.

(f) Nothing in this section shall be applied to limit the disclosure of information as otherwise provided for by law.

B. Persons Entitled to be Present

1. The following persons are entitled by statute to be present at a Juvenile Court proceeding:

- (a) The minor who is the subject of the hearing.
- (b) All parents, de facto parents who have standing, and guardians the minor, or, if there is no parent or guardian residing within

state, or if their place of residence is not known, any adult relative residing within the county, or if there is none, the adult relative residing nearest to the court. A "de facto" parent may include a foster parent, a stepparent, or any other person who, on a day-to-day basis, assumes the role of parent, seeking to fulfill both the child's physical needs and his or her psychological need for affection and care.

- (c) Any counsel representing the minor or the parent, de facto parent, guardian or adult relative.
 - (d) The probation officer or social worker as the case may be, except where waived by that person, the court, and the minor.
 - (e) The district attorney in WIC §602 proceedings.
 - (f) The district attorney in WIC §§300 and 601 proceedings, as provided in WIC §§317 and 351.
 - (g) The county counsel, when representing SSA or SSA and the interests of the minor in WIC §300 proceedings.
 - (h) The court clerk.
 - (i) The official court reporter.
 - (j) The bailiff.
 - (k) The public in those WIC §602 proceedings listed in WIC §676.
2. WIC §§346 and 676 give the minor and any parent or guardian present at the hearing the right to request that the public be admitted to the hearing. If the minor and his/her parent or guardian request that the Court admit persons to the hearing, the Judge, Commissioner, or Referee should honor such request so long as those admitted observe proper courtroom decorum and their presence does not adversely affect the proper conduct of the hearing or courtroom security. WIC §§346 and 676 do not preclude the Court from excluding witnesses, either upon motion of a party or the Court's own motion.
3. WIC §656.2 states in part: "(b) Notwithstanding any other provision of law, the persons from whom the probation officer is required to obtain a statement pursuant to subdivision (a) shall have the right to attend the disposition hearing conducted pursuant to Section 702 and to express their views concerning the offense and disposition of the case pursuant to Section 706".

C. Guidelines Regarding Admission to Juvenile Court Hearings

1. WIC §§346 and 676 state that the Judge, Commissioner or Referee may admit such persons to Juvenile Court proceedings as the Court deems to have a direct and legitimate interest in the particular case or the work of the Court.

2. Persons who might be admitted include representatives of the press, relatives or close friends of the minor, victims, law enforcement personnel, CASA, students, and members of community groups interested in studying Juvenile Court proceedings.
3. All requests by the print and electronic media requesting admission to WIC §602 proceedings involving WIC §676 offenses shall be submitted to the Presiding Judge of the Juvenile Court no later than 9:00 a.m., on the date of the hearing. The Presiding Judge of the Juvenile Court shall rule upon the request for admission to any Court proceedings, and that ruling shall be binding on all Judges, Commissioners, and Referees of the Juvenile Court, unless specifically ordered otherwise by the Presiding Judge. In cases where access to proceedings is granted, admission will be on a first-come, first-served basis and will be limited to the number of persons that can reasonably be accommodated in the courtroom. The Judge, Commissioner, or Referee conducting the hearing will have the final authority to determine the number of persons who may be admitted, and where they shall be situated in the courtroom.
4. The following guidelines should be followed by Judges, Commissioners, and Referees in making decisions concerning the admittance of persons to Juvenile Court hearings:

■ Persons Conducting Research

The Court will attempt to accommodate persons conducting research in the area of juvenile justice by permitting them to attend appropriate Juvenile Court hearings. Approval should first be obtained from Juvenile Court Administration. No person conducting any form of research may interview a minor without the express written authorization of the Presiding Judge of the Juvenile Court. If the minor has a pending case before the Court, his or her attorney of record must be consulted before authorization will be given.

■ Students

The Court will attempt to accommodate students from recognized colleges. Such visits must be arranged through Juvenile Court Administration. Groups should be limited to ten persons. (There should be minor/attorney consent.)

■ Public or Private Agencies

Agencies directly involved in the juvenile justice system may send

employees to observe court proceedings. Arrangements for these visits are to be made through Juvenile Court Administration.

■ News Media

In WIC §602 proceedings, the Court believes that it is in the public interest to permit representatives of recognized news media to attend sessions of the Juvenile Court, including fitness hearings, where the public has a direct and legitimate interest in the particular case or in the work of the Court, provided that the media follow the rules of confidentiality contained in the Welfare and Institutions Code, the Court policy set forth below, and its own voluntarily adopted code of ethics, whereby the names of juvenile offenders and minors who are the alleged victims of abuse or neglect are not identified to the public either before or after the initiation of Juvenile Court proceedings. Departures therefrom may result in the Court restricting the news media from attending Juvenile Court hearings.

The Court's news media policy is as follows:

- (a) Recognized news media are defined to include any of the print or broadcast media that regularly reach a significant part of the general population of Orange County.
- (b) After following the procedures set forth in I.C.2 and I.C.3 above, where access has been granted, media representatives will check in with the clerk of any department visited by them. Questions as to qualification of an individual representative will be referred to Juvenile Court Administration.
- (c) Media representatives attending hearings should endeavor to remain throughout all of the proceedings they intend to report.
- (d) The name of the minor on whose behalf the petition has been filed and the names of his/her parents or guardians shall not be reported.
- (e) Confidential reports concerning juveniles, such as social or clinical studies and school or personal records shall not be open to inspection by the news media except at the express order of the Presiding Judge of the Juvenile Court.
- (f) No still or motion pictures may be taken, nor any voice recordings made, in any Juvenile Court facility or section of a Superior Court facility where juvenile hearings are being conducted, without the express permission of the Presiding Judge of the Juvenile Court. No still or motion pictures may be taken, nor voice recordings made, of minors who are in Court-ordered placements or Juvenile Hall without the permission of the Presiding Judge of the Juvenile Court.

Unless the Presiding Judge orders otherwise, media personnel will be bound by the requirements of Rule 980 of the California Rules of Court.

- (g) No minor who is the subject of Juvenile Court proceedings may be interviewed or photographed by any member of the news media without the express authorization of the Presiding Judge of the Juvenile Court. If the minor has a pending case before the Court, his or her attorney of record must be consulted before authorization will be given.
- (h) If an alleged act of delinquency is publicized, the news media should have access to and attempt to report the disposition of the case in order to complete the original story.

The news media policy stated above recognizes the important duty of the media to report the activities of the juvenile justice system. The Court expects the media to police itself relative to the above rules and to understand that departure therefrom will necessarily call for a return to strict control of their access.

II. Confidentiality of Juvenile Court Records

A. Introduction

1. WIC §827 provides the Juvenile Court with the authority to determine to whom juvenile record information may be disclosed. The Juvenile Court has exclusive authority to determine the extent to which juvenile record information may be released to third parties. [*T.N.G. v. Superior Court of San Francisco*, 4 Cal.3d 767, 484 P.2d 981, 94 CR 813 (1971).]

Except as otherwise noted, no person in possession of juvenile record information shall release to third parties the identity of any person subject to the proceedings of juvenile court law, or any other information about the person's involvement, without the express permission of the Presiding Judge of the Juvenile Court. WIC §827(a).

A parent is entitled to a copy of a police report upon request to the police agency only if that parent's child is the only juvenile involved, unless all juveniles are siblings. To furnish such information requires the requesting party to petition the Presiding Judge of the Juvenile Court for a court order allowing for the release of the names of other involved minors. *Wescott v. Yuba County*, 104 Cal.App. 3d 103, 163 CR 385 (1980).

2. "Juvenile record information" includes, but is not limited to:

- (a) Any document or record filed in any Juvenile Court proceeding.

- (b) Any document relating to any juvenile contacts and arrests even if Juvenile Court proceedings were not instituted, including records of temporary custody and detention of a minor pursuant to VIC §625.
- (c) Any document or record made available to the probation officer or children's services worker in preparing a report.
- (d) All other information of an evaluative or diagnostic nature made available to the Court, the probation officer, attorney of record, or any other person or agency in accordance with the administration of juvenile court law.

Note: This policy does not apply to the exchange of information and documents required under mandatory reporting laws as defined by Penal Code §§11166 et. seq.

B. Release of Documents: Persons and Agencies Entitled to Information

Note: Juvenile records cannot be subpoenaed except as otherwise stated below:

1. Juvenile Justice Agencies

Juvenile records, unless otherwise confidential, may be released without a court order as follows:

Persons or agencies having responsibility for the administration of juvenile court law, with respect to the minor involved. Authorized recipients shall include Judges, Commissioners, Referees, Traffic Hearing Officers, Probation Officers, Parole Officers, District Attorneys, County Counsel, Orange County Family Court Mediators, Court Clerks, the minor, his/her parents or guardians, his/her attorney of record, Court Reporters, employees of the governmental mental health or welfare departments, and persons or agencies with whom the minor has been or may be placed for custodial care. Such authorization is contingent upon a need for such information as it pertains to the conduct of official responsibilities.

- 2. The following agencies may also obtain juvenile records under appropriate circumstances:

a. Law Enforcement Agencies

Information may be furnished to any law enforcement agency. This includes the sharing of information by one law enforcement agency with another (VIC §828) and the maintenance of the Sheriff's Central Juvenile Index. When the disposition of a minor

taken into custody is available, it shall be included with any information disclosed.

Information may include crime reports, arrest reports, fingerprints, and photographs. Information may be furnished to the United States Department of Defense, Investigative Service.

Information may be furnished to the State of California Department of Justice; however, pursuant to WIC §204, the Department of Justice shall not knowingly transmit to any person or agency any information relating to an arrest or taking into custody of a minor at the time of the arrest or taking into custody unless that information also includes the resulting disposition. This section shall not be construed to prohibit the Department of Justice from transmitting fingerprints, photographs, or physical description and identification data of a minor to a law enforcement agency for the purpose of obtaining identification of the minor or from requesting the history of the minor from the agency.

b. Other Federal, State or Local Departments or Agencies

The Probation Officer, or any department of the Juvenile Court, is authorized to furnish information to any governmental agency making an official request as needed for implementation of statutes or regulations which require juvenile record information. Requests from agencies for which authorization is in doubt shall be referred to Juvenile Court Administration.

c. Federal Bureau of Investigation

Information may be supplied to the Federal Bureau of Investigation provided that a disposition has been made and the minor has been declared a ward of the Juvenile Court pursuant to WIC §602 for a violation which might be punishable as a felony if committed by an adult.

d. California Department of Motor Vehicles

Information may be furnished to the Department of Motor Vehicles as provided by statute.

e. Juvenile Justice Commission of Orange County

Juvenile Court record information may be furnished to the Juvenile Justice Commission as authorized by *Juvenile Court Miscellaneous Order - 528.3*.

f. Parents, Guardians, and Responsible Relatives

Information may be furnished to the minor's parents, guardians, or responsible relatives including information referred to in WIC §827.

g. Schools

Information shall be released to school districts pursuant to WIC §827(b).

In addition, school districts will be allowed copies of police reports for the sole purpose of conducting expulsion proceedings. Police reports obtained are to be viewed as strictly confidential and utilized only for the purpose of an expulsion proceeding. Any violation of this authorization will result in strict limitations being placed on the release of police reports in this regard.

h. Military Recruiter

Information may be furnished to military recruiters upon presentation of the minor's written consent.

i. Public or Private Resource Agencies

Information may be shared with agencies or individuals providing employment training, guidance or other remedial or rehabilitative services for the minor. Information should be limited to that which is reasonably necessary to assist an agency with case planning and service delivery.

j. Courts

If juvenile record information is found to be discoverable by a Court hearing adult criminal or civil matters, the Juvenile Court shall determine if the information is confidential. The sole and exclusive means of obtaining these records shall be by way of a motion pursuant to WIC §827, submitted via Petition to Disclose, Judicial Council Form JV 570.

k. Victims and Other Parties

Pursuant to WIC §742, the Probation Officer is required to release Juvenile Court disposition information to a victim so long as the request is received within 60 days of the final disposition. Such

information should be restricted to the date of the Court Order, the specific petition counts sustained or dismissed, whether the minor was placed on probation, whether he/she was committed to a county or state facility, or whether placement outside the minor's home was ordered, and restitution conditions ordered, if any. Information beyond this shall be at the discretion of the Probation Officer as long as such information is relevant for the pursuit of civil reimbursement. This policy shall not preempt the requirements imposed on law enforcement officials to furnish information pursuant to Government Code §6254(f) to victims and other authorized recipients. Victims who wish additional specific information concerning the status of unsustained petitions or petition counts should be referred to the District Attorney.

In the event of civil litigation involving the County of Orange, all such information may be released to the County Counsel or the Risk Management Division of the Orange County Personnel Department to the extent required for case preparation.

1. Victim/Witness Assistance Program of Orange County

Pursuant to Government Code §13968(d) every law enforcement agency in the state shall provide to the Victim/Witness Assistance Program of Orange County, upon written request, a complete copy of the report regarding the incident and any supplemental reports involving the crime, public offense, or incident giving rise to a claim, for the specific purpose of the submission of a claim filed pursuant to this article.

3. WIC §827 Petitions

Persons specified in WIC §§827 and 828 must obtain Juvenile Court approval via WIC §827 petitions in the attached format to inspect/receive copies of Juvenile Court record information.

4. Petition for Disclosure of Juvenile Court Records: WIC §827

Third party attorneys must obtain the Juvenile Court's authorization via a JV 570 Petition to Disclose (California Rules of Court, Rule 1423; July 1992) to inspect/receive copies of Juvenile Court record information.

5. Specificity and Materiality

The petitioner must be specific (CCP §1985, et seq.) as to the items requested and the reasons for the request.

6. Exclusions

Only items/documents described in WIC §827 are subject to disclosure. Excluded are preliminary drafts, notes and interagency and intra-agency memoranda, provided that the public interest in withholding those records clearly outweighs the public interest in disclosure. Government Code §6254(a).

C. Additional Restrictions and Conditions

All juvenile record information received by an authorized recipient shall be safeguarded from unauthorized access or disclosure and shall not be further released to any other person or agency not authorized to receive such information by statute, court order, or other lawful process.

1. Written Notification

All agencies or individuals who lawfully furnish juvenile record information to any other agency or individual shall provide the receiving agency with the following written notification:

"Confidential (WIC §827)"

"This document contains juvenile record information furnished in accordance with your official duties. Further release by you of this information may be accomplished only in accordance with applicable statute, court order, or other lawful process."

2. News Media

Juvenile record information may not be furnished to the news or broadcast media without the permission of the Presiding Judge of the Juvenile Court.

It is not the intent of this Order to prohibit the dissemination of information contained in crime arrest reports to news or broadcast media as long as the name or other information leading to the identity of the minor or minors involved is not disclosed.

Authorization from the Presiding Judge of the Juvenile Court may be granted to the media to disclose the identity, or other information leading to the identity, of a minor if disclosure is deemed in the best interests of the community or the minor or minors involved. Authorization may be sought by appropriate petition to the Presiding Judge of the Juvenile Court.

III. Confidentiality of Child Abuse Reports

Although laws pertaining to the release of juvenile record information may apply to the release of records and information regarding child abuse, new laws regarding the confidentiality and release of such information have been established in recent years.

Those agencies dealing with child abuse information are advised to thoroughly familiarize themselves with the laws which govern child abuse reporting and reports. See, Penal Code §§11165 - 11174.5. The policy of this Court will be to follow the law and procedures set forth in those sections without deviation.

Dated this 28 day of Jan, 1997.



RONALD E. OWEN
Presiding Judge of the Juvenile Court

Distribution:

1. All Law Enforcement Agencies in Orange County
2. Chief Probation Officer, Orange County
3. Director, Social Services Agency, Orange County
4. District Attorney, Orange County
5. Public Defender, Orange County
6. County Counsel, Orange County
7. Orange County Juvenile Justice Commission
8. Superintendent of Schools, Orange County
9. Superintendent of each School District, Orange County
10. Orange County News Media
11. Military Recruiters, Orange County
12. Orange County Bar Association
13. Department of Justice, State of California
14. Department of Youth Authority, State of California
15. Victim/Witness Assistance Program of Orange County

MAIL TO: Orange County Juvenile Court
Post Office Box 14189
Orange, CA 92863-1569

Name, Address and Telephone Number
of Petitioner:

Telephone: () _____

(DO NOT WRITE IN THE AREA ABOVE)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
JUVENILE COURT

IN THE MATTER OF:

Juvenile Case No: _____

Agency Case No: _____

A MINOR

PETITION TO INSPECT AND RECEIVE
COPIES OF JUVENILE RECORDS (WIC §827)

Date of Birth: _____

TO THE PRESIDING JUDGE OF THE ORANGE COUNTY JUVENILE COURT:

Petitioner requests permission to inspect and receive copies of the above-
captioned juvenile records in the possession of _____

The records which Petitioner seeks are confidential under Section 827 as they
involve a Minor. However, good cause does exist for the inspection and release
of said records as follows:

Petitioner's relationship to the Minor is as follows:

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

DATED: _____
Signature of Petitioner

ORDER

THE PETITION TO INSPECT/RECEIVE COPIES IS _____ GRANTED _____ DENIED

DATED: _____
Presiding Judge of the Juvenile Court

EXHIBIT A
(Page 28 of 28)

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

July 13, 2010

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

FROM: Julie Hatchel, Assistant Superintendent, Education
Michelle Wrenn Benham, Executive Director, Assessment and Research

SUBJECT: PROPOSED REVISIONS TO 2010/11 SCHOOL CALENDAR

BACKGROUND INFORMATION

On Wednesday, March 31, 2010, Capistrano Unified School District's Board of Trustees passed Resolution 0910-60, "Resolution to Implement Changes in the Terms and Conditions of the Certificated Bargaining Unit." Under the terms of this resolution, the Board implemented a five-day reduction (two instructional and three non-instructional) in the 2010/2011 certificated work year.

At the direction of the Superintendent, the district Calendar Committee met to consider revisions to the 2010/11 school calendar. This standing committee consists of representatives of CUEA, CSEA, Teamsters, CUMA, and PTSA. Representatives from all of these groups, except CUEA and Teamsters, were present at the meeting held on Wednesday, April 14, 2010.

On April 21, 2010, Capistrano Unified School District's Board of Trustees approved a revision to the 2010/11 school calendar. However, this approval took place prior to the finalization of a tentative agreement between CUEA and CUSD. The Calendar Committee reconvened on June 10, 2010, to review the revised calendar in light of provisions in the Tentative Agreement. Representatives from all stakeholder groups were present at this meeting.

CURRENT CONSIDERATIONS

There was a desire expressed by CUEA, as well as the administrative representatives from elementary and secondary schools, to provide some additional time for teachers to complete parent conferences (elementary) and end-of-the year grading (secondary). In order to do this, several changes are proposed.

This board item presents for Board consideration the proposed second revision to the 2010/11 school calendar (Exhibit A). The proposed revisions were selected based on their ability to minimize disruption to the flow of instruction and allow additional time for teachers to complete parent conferences and grading. The proposed changes are as follows:

1. Two changes are proposed for the first two days of November 2010:
 - a. Change the furlough day planned for Monday, November 1, to a student holiday for elementary parent conferences and a regular instructional day for secondary students.
 - b. Change Tuesday, November 2, from an elementary student holiday for parent conferences to a regular instructional day for elementary students.

This adds an additional instructional day to November, resulting in 14 days for elementary and 15 days for secondary.

2. Move the minimum days for elementary conferencing to after the pupil free conference day. This should facilitate better use of pupil-free time for conferencing.
3. Add two Parent Conference Minimum Days. This would give teachers back approximately four of the eight hours they lost due to the furlough.
4. Two changes are proposed for the first week in February 2011:
 - a. Eliminate the secondary student holiday on Friday, February 4, which is used for grading, and move it to the day that is currently the last student day, Thursday, June 23.
 - b. Shift first semester final exam days scheduled for high schools to the Wednesday, Thursday, and Friday of that week (February 2-4, 2011).

This would allow secondary students to complete school one day earlier than elementary students in June and allow the secondary teachers to complete grades on their final work day. However, this will add work for the Budget Department staff. They will have to keep two enrollment workbooks, as there will be a different divisor for elementary and secondary for P1, P2, and P3. This also puts an extra day of instruction/attendance for secondary students into P2, raising the potential for additional lost ADA.

5. Make Friday, May 27, a Non-student/Non-teacher day. The ideal last day of school is a Wednesday or a Thursday. This pushes graduation day to Wednesday and the last day for teachers and elementary students to a Thursday.
6. Make the final day of the school year (Thursday, June 23) a secondary student holiday. Graduation ceremonies will take place on Wednesday, June 22, the last instructional day for secondary students. All CUSD teachers and elementary students will attend school on Thursday, June 23.

Changes to the calendar (Exhibit A) are in bold italics.

FINANCIAL IMPLICATIONS

Adoption of this second revision to the 2010/11 calendar would have no fiscal impact. The estimated \$5.2 million savings associated with a reduction to the paid work year for teachers was calculated and recognized as part of the Resolution to Implement Changes in the Terms and Conditions of Employment of the Certificate Bargaining Unit approved by Trustees on March 31, 2010.

STAFF RECOMMENDATION

It is respectfully requested the Board approve the proposed revisions to the 2010/11 school calendar (Exhibit A).

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PROPOSED SECOND REVISION TO SCHOOL CALENDAR 2010/2011

INDEPENDENCE DAY HOLIDAY (Local Holiday)	Mon., July 5, 2010
New Teacher – Pre-service Day	Thursday, Sept. 2, 2010
LABOR DAY (Legal Holiday)	Mon., Sept. 6, 2010
All Teachers – Pre-service Day	Tuesday, Sept. 7, 2010
<u>OPENING DAY OF SCHOOL</u> (<i>Minimum day, Elementary only</i>)	Weds., Sept. 8, 2010
Back to School Week, Middle School	Tues.-Thurs., Sept. 21-23, 2010
(Minimum day, date of Back-to-School Night only)	
Back to School Week, High School	Tues.-Thurs., Sept. 28-30, 2010
(Minimum day, date of Back-to-School Night only)	
Back to School Week, Elementary	Tues.-Thurs., Oct. 5-7, 2010
(Minimum day, date of Back-to-School Night only)	
End of First Progress Reporting Period (High School)	Fri., Oct. 15, 2010
Non-student/Non-teacher day	Mon., Nov. 1, 2010
Parent Conferences, Elementary (Student Holiday)	Mon., Nov. 1, 2010
Parent Conferences, Elementary (Student Holiday)	Tues., Nov. 2, 2010
Mid-Trimester Progress and Goal Setting	
Parent Conferences, Elementary (Minimum Days)	Tues.-Fri., Nov. 2-5, 2010
<u>End of First Quarter – Middle School</u>	Fri., Nov. 5, 2010
VETERANS DAY (Legal Holiday)	Thurs., Nov. 11, 2010
FALL RECESS (Recess for Students and Teachers)	Fri., Nov. 12, 2010
THANKSGIVING RECESS (Recess for Students and Teachers)	Mon.-Fri., Nov. 22-26, 2010
THANKSGIVING HOLIDAYS (Legal and Local Holiday)	Thurs.-Fri., Nov. 25-26, 2010
<u>SCHOOL RESUMES</u>	Mon., Nov. 29, 2010
End of Second Progress Reporting Period (High School)	Fri., Dec. 3, 2010
<u>End of First Trimester – Elementary</u>	Fri., Dec. 10, 2010
WINTER RECESS (Recess for Students and Teachers)	Mon.-Fri., Dec. 20-31, 2010
CHRISTMAS HOLIDAYS (Legal and Local Holiday)	Thurs.-Fri., Dec. 23-24, 2010
Holiday to Replace Admission Day	Thurs., Dec. 30, 2010
NEW YEAR'S DAY (Legal Holiday)	Fri., Dec. 31, 2010
<u>SCHOOL RESUMES</u>	Mon., Jan. 3, 2011
DR. MARTIN LUTHER KING, JR. DAY (Legal Holiday)	Mon., Jan. 17, 2011
Final Exam Days, High School (Minimum Days, High School)	Weds.-Fri., Feb. 2-4, 2011
<u>End of First Semester</u>	Fri., Feb. 4, 2011
First Semester Wrap-up Activities, Middle & High Schools	Fri., Feb. 4, 2011
— (Secondary Student Holiday)	Fri., Feb. 4, 2011
Elementary Mid-Trimester Progress Report	Fri., Feb. 4, 2011
<u>SECOND SEMESTER BEGINS</u>	Mon., Feb. 7, 2011
Non-student/Non-teacher day	Thurs., Feb. 17, 2011
LINCOLN DAY (Legal Holiday)	Fri., Feb. 18, 2011
WASHINGTON DAY (Legal Holiday)	Mon., Feb. 21, 2011
End of First Progress Reporting Period (High School)	Fri., Mar. 18, 2011
<u>End of Second Trimester – Elementary</u>	Wed., Mar. 23, 2011
Parent Conferences, Elementary (Minimum Days, Elementary Schools)	Mon.-Fri., Mar. 28-Apr. 1, 2011
SPRING RECESS (Recess for Students and Teachers)	Mon.-Fri., Apr. 4-8, 2011
SPRING HOLIDAY (Local Holiday)	Fri., Apr. 8, 2011
<u>SCHOOL RESUMES</u>	Mon., Apr. 11, 2011
<u>End of Third Quarter – Middle School</u>	Wed., Apr. 20, 2011
End of Second Progress Reporting Period (High School)	Fri., May 6, 2011
SPRING RECESS (Recess for Students and Teachers)	Fri., May 27, 2011
MEMORIAL DAY (Legal Holiday)	Mon., May 30, 2011
Final Exam Days, High School (Minimum Days, High Schools)	Mon.-Weds., June 20-22, 2011
<u>LAST DAY OF SCHOOL FOR SECONDARY STUDENTS</u>	Weds., June 22, 2011
<i>Minimum Day for Secondary/Graduation Ceremonies</i>	Weds., June 22, 2011
<i>Secondary Student Holiday</i>	Thurs., June 23, 2011
<u>LAST DAY OF SCHOOL FOR ELEMENTARY STUDENTS</u> <i>Minimum day</i>	Thurs., June 23, 2011
<u>LAST DAY OF SCHOOL FOR ALL TEACHERS</u>	Thurs., June 23, 2011
(End of Second Semester)	

NOTE: Additional student days may be added during the winter or spring recesses, or at the end of the June school month, because of lost teaching days due to emergency school-closing days.

Open House: Schools will set individual Open House dates in the spring.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

July 13, 2010

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

FROM: Julie Hatchel, Assistant Superintendent, Education
Michelle Wrenn Benham, Executive Director, Assessment and Research

SUBJECT: **PROPOSED ADOPTION OF 2011-12 SCHOOL CALENDAR**

BACKGROUND INFORMATION

In November 2006, a Calendar Task Force was established. The Task Force was composed of members representing all of the school district's major constituent groups, including the Capistrano Unified Council of PTSAs, Capistrano Unified Education Association, California School Employee Association—Chapter 224, Teamsters, principals, and support staff from the Education, Personnel, and Budget Departments. The Task Force meets annually to reach consensus on recommended school calendars for upcoming school years.

The committee utilizes the following tenets in making recommendations for school calendars:

- The calendar should support the educational purpose of the school district.
- Student holidays, aside from legal holidays, should be minimized and placed strategically in order to optimize learning.
- To the extent possible, the calendar should follow a consistent pattern from year to year so that teachers can plan for instruction and families can make long-range plans.
- To the extent possible, the calendar should retain some of the features that produced the higher district revenue realized during the three-year pilot as a result of increased ADA.

Since 2007, the Board of Trustees adopted calendars for the academic years that are consistent with these factors. The Calendar Task Force reconvened in June 2010 to design a proposed calendar for the 2011/12 academic year, which also reflects these tenets.

CURRENT CONSIDERATIONS

This board item presents for Board consideration a proposed school calendar for the 2011/12 school year (Exhibit A).

The recommended calendar maintains consistency with the second revision of the 2010/11 calendar, specifically:

- Students return to school on the Tuesday after Labor Day.
- The only scheduled fall recess day, other than those expressly dictated under Education Code 79020, is the Friday following Veterans Day.
- Schools will be closed for a five-day Thanksgiving holiday recess.
- Spring Recess is scheduled the second week in April.
- The final secondary student/graduation day is a Wednesday.
- The final teacher/elementary student day is a Thursday.

The committee realizes that creating a calendar that meets every individual's and group's needs and preferences is a challenging task. The committee recommended the calendar in Exhibit A based on instructional needs, fiscal realities, the stated preferences of the majority of parents and employees polled, as well as a desire to maintain a consistent pattern of breaks so that our parents and employees can plan personal and family time.

FINANCIAL IMPLICATIONS

Adoption of this calendar will increase the first week attendance and reduce high student and teacher absenteeism immediately preceding the Thanksgiving and Presidents' Day holidays, thus enhancing the general fund through increased revenue via the state's ADA funding model.

STAFF RECOMMENDATION

It is respectfully requested the Board approve the proposed school calendar for the 2011/12 school year (Exhibit A).

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California
PROPOSED SCHOOL CALENDAR 2011/2012

INDEPENDENCE DAY HOLIDAY (Local Holiday)	Monday, July 4, 2011
New Teacher – Pre-service Day	Thursday, Sept. 1, 2011
LABOR DAY (Legal Holiday)	Monday, Sept. 5, 2011
All Teachers – Pre-service Day	Tuesday, Sept. 6, 2011
<u>OPENING DAY OF SCHOOL</u>	Wednesday, Sept. 7, 2011
Back to School Week, Middle School	Tuesday-Thursday, Sept. 20-22, 2011
(Minimum day, date of Back-to-School Night only)	
Back to School Week, High School	Monday-Tuesday, Sept. 26-27, 2011
(Minimum day, date of Back-to-School Night only)	
Back to School Week, Elementary	Tuesday-Thursday, Oct. 4-6, 2011
(Minimum day, date of Back-to-School Night only)	
End of First Progress Reporting Period (High School)	Friday, Oct. 14, 2011
Parent Conferences, Elementary (Student Holiday)	Monday, Oct. 31, 2011
Parent Conferences, Elementary (Minimum Days)	Tuesday – Thursday, Nov. 1-3, 2011
<u>End of First Quarter – Middle School</u>	Friday, Nov. 4, 2011
VETERANS DAY (Legal Holiday)	Friday, Nov. 11, 2011
THANKSGIVING RECESS (Recess for Students and Teachers)	Monday-Friday, Nov. 21-25, 2011
THANKSGIVING HOLIDAYS (Legal and Local Holiday)	Thursday-Friday, Nov. 24-25, 2011
<u>SCHOOL RESUMES</u>	Monday, Nov. 28, 2011
End of Second Progress Reporting Period (High School)	Friday, Dec. 2, 2011
<u>End of First Trimester – Elementary</u>	Friday, Dec. 9, 2011
WINTER RECESS (Recess for Students and Teachers)	Monday-Friday, Dec. 19-30, 2011
CHRISTMAS HOLIDAYS (Legal and Local Holiday)	Friday-Monday, Dec. 23-26, 2011
Holiday to Replace Admission Day	Friday, Dec. 30, 2011
NEW YEAR'S DAY (Legal Holiday)	Monday, Jan. 2, 2012
<u>SCHOOL RESUMES</u>	Tuesday, Jan. 3, 2012
DR. MARTIN LUTHER KING, JR. DAY (Legal Holiday)	Monday, Jan. 16, 2012
Final Exam Days, High School (Minimum Days, High School)	Wednesday-Friday, Feb. 1-3, 2012
<u>End of First Semester</u>	Friday, Feb. 3, 2012
<u>SECOND SEMESTER BEGINS</u>	Monday, Feb. 6, 2012
Non-student/Non-teacher day	Thursday, Feb. 16, 2012
LINCOLN DAY (Legal Holiday)	Friday, Feb. 17, 2012
WASHINGTON DAY (Legal Holiday)	Monday, Feb. 20, 2012
End of First Progress Reporting Period (High School)	Friday, Mar. 16, 2012
<u>End of Second Trimester – Elementary</u>	Wednesday, Mar. 23, 2012
Parent Conferences, Elementary (Minimum Days, Elementary Schools)	Monday-Friday, Mar. 26-Mar 30, 2012
SPRING HOLIDAY (Local Holiday)	Monday, April 9, 2012
SPRING RECESS (Recess for Students and Teachers)	Monday-Friday, Apr. 9-13, 2012
<u>SCHOOL RESUMES</u>	Monday, Apr. 16, 2012
<u>End of Third Quarter – Middle School</u>	Wednesday, Apr. 20, 2012
End of Second Progress Reporting Period (High School)	Friday, May 6, 2012
Non-student/Non-teacher day	Friday, May 25, 2012
MEMORIAL DAY (Legal Holiday)	Monday, May 28, 2012
Final Exam Days, High School (Minimum Days, High Schools)	Monday-Wednesday, June 18-20, 2012
<u>LAST DAY OF SCHOOL FOR SECONDARY STUDENTS</u>	Wednesday, June 20, 2012
Minimum Day for Secondary /Graduation Ceremonies	Wednesday, June 20, 2012
Secondary Student Holiday	Thurs., June 21, 2011
<u>LAST DAY OF SCHOOL FOR ALL TEACHERS/ELEM. STUDENTS</u>	Thursday, June 21, 2012
(End of Second Semester)	

NOTE: Additional student days may be added during the winter or spring recesses, or at the end of the June school month, because of lost teaching days due to emergency school-closing days.

Open House: Schools will set individual Open House dates in the spring.


Board Approved:

mwb 06/10

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

July 13, 2010

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

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

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

BACKGROUND INFORMATION

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

CURRENT CONSIDERATIONS

This agenda item presents for Board approval the attached lists of consulting agreements, Exhibit A, purchase orders, Exhibit B, and commercial warrants, Exhibit C. Exhibit D is a list of previously Board approved bids and contracts to assist in the review of the purchase order and warrant listings.

FINANCIAL IMPLICATIONS

The financial implications of the consulting agreements, purchase orders, and warrants included in this item have previously been authorized as part of the district's budget approval process. The purchase orders total \$60,991,025.04; the warrants total \$3,075,401.77.

STAFF RECOMMENDATION

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

July 13, 2010

CONSULTANT AGREEMENT LISTING

CONTRACT NO.	NAME	AMOUNT	START DATE	END DATE	SERVICES	FUNDING SOURCE
C0910081	Law Offices of Phillip B. Greer	\$5,000 *	10/26/2009	6/30/2010	Additional funds for legal services	General Fund
I1011014	The Planning Center	\$8,000	7/1/2010	6/30/2011	Environmental consulting services	Developer Fees
I1011008	California Weekly Explorer, Inc.	\$905 *	7/1/2010	6/30/2011	Additional funds for Walk Thru California assembly at Bergeson Elementary	PTA
I0910128	Action Learning Systems, Inc.	\$18,000 *	9/30/2009	6/30/2011	Additional funds for training teachers to use Direct Interactive Instruction materials in all content areas and grade levels.	General Fund

Contract documents are on file in the Purchasing Department.

Contract number indicates fiscal year.

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

** Amendment to increase term of contract.

PO BOARD LISTING

Board of Trustees Purchase Order Listing

===== Fiscal Year: 2009-10 =====

Board of Trustees Meeting.....JULY 13, 2010

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
4858	98	STATE WATER RESOURCES BD	BI:Other/Fac Acq /SJHHS	3,168.00
4859	98	COUNTY OF ORANGE	LndSpprt/Fac Acq /SJHHS	4,092.61
	93		LndSpprt/Fac Acq /SJHHS	4,092.62
			2 Purchase Orders	\$11,353.23

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2009-10 =====
 Board of Trustees Meeting.....JULY 13, 2010

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

PO No.	Fund	Vendor	Description	Amount
295763	1	DEPT OF GENERAL SERVICES	Serv&Op /Prsnl:HR/Dstrctwd	6,124.25
295764	1	APPLE COMPUTER	Debt Ser/Dbt Serv/LFMS	14,427.49
			Debt-Int/Dbt Serv/LFMS	848.64
295765		VOID	VOID	0.00
295766	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/Barcelon	23,370.00
295767	1	TEXAS IB SCHOOLS	PrepdExp/Undesig /Dstrctwd	1,470.00
295768	1	LAW OFFICES OF PHILLIP B GREER	Legal /Board /Dstrctwd	5,000.00
295769	13	CITY OF SAN JUAN CAPISTRANO	LrgEqip/FoodServ/Dstrctwd	1,281.87
295770	1	CA DEPT OF ED	Interest/Undesig /Dstrctwd	40,000.00
295771		VOID	VOID	0.00
295772	1	TRITON AIR INC	Rnt&Repr/CurAthlt/SCHS	999.61
295773	23	STATE WATER RESOURCES BD	BI:Other/Fac Acq /ArroyoEl	750.00
295774	25	BOWIE ARNESON WILES &	Serv&Op /Fac Acq /Dstrctwd	66,000.00
295775	1	DANNIS WOLIVER KELLEY	Legal /DW Unrst/Dstrctwd	7,500.00
295776		VOID	VOID	0.00
295777	1	FACILITIES PROTECTION SYSTEMS	Rntl:Oth/TIS /Dstrctwd	1,980.00
295778	1	SCHOLASTIC BOOK CLUBS	InstMtls/PrntPart/Dstrctwd	1,388.65
295779	1	LAKESHORE LEARNING MATERIALS	SpplsNonI/PrntPart/Dstrctwd	579.50
295780	1	LAKESHORE LEARNING MATERIALS	SpplsNonI/PrntPart/Dstrctwd	1,400.00
295781		VOID	VOID	0.00
295782	1	STAPLES ADVANTAGE	SpplsNonI/Pup Serv/Dstrctwd	900.00
295783	1	CODEWORK INC	InstMtls/Instrctn/Dstrctwd	9,164.78
295784	1	CODEWORK INC	InstMtls/Enterprs/SCHS	696.41
295785	1	CODEWORK INC	InstMtls/Enterprs/DHHS	696.41
295786	1	OKIN, BARBARA & STUART	Legal /SupvAdmn/Dstrctwd	9,750.00
			Serv&Op /NPS /Dstrctwd	29,250.00
295787	1	CROSBY, SCOTT AND KARISSA	Serv&Op /NPA /Dstrctwd	14,000.00
			Serv&Op /Spch Aud/Dstrctwd	5,000.00
			Legal /SupvAdmn/Dstrctwd	5,000.00
295788	1	JAKOBSEN, DEANNE	Serv&Op /NPS /Dstrctwd	45,000.00
295789	1	ZERRER, ANTHONY AND JENNIFER	Serv&Op /SEOthIns/Dstrctwd	775.00
295790	1	KAKUDA, BARBARA	Serv&Op /SEOthIns/Dstrctwd	2,000.00
295791	1	DUBOIS, DANIEL AND MARY	Serv&Op /SEOthIns/Dstrctwd	4,500.00
295792	1	LOYER, LAW OFFICES OF KATHLEEN	Serv&Op /SEOthIns/Dstrctwd	6,000.00
295793	1	FAMILY LIFE CENTER BODEGA	Residtl /NPS /Dstrctwd	3,185.10
295794	1	SCHNEIDER, DONNA	Serv&Op /HlthServ/Dstrctwd	500.00
295795	1	MEET THE MASTERS	CnsltIns/Instrctn/Lgna Nig	4,481.00
295796		VOID	VOID	0.00
295797	1	KNIGHTS, GEORGE	SpplsNonI/SupvAdmn/VarSites	682.63
295798	1	GERHARD, KAREN	SpplsNonI/SupvAdmn/VarSites	466.58
295799	1	FEDERAL PUBLISHING	SpplsNonI/RR:Bldgs/Dstrctwd	194.12
295800	1	SWANSON, PEGGY	SpplsNonI/SupvAdmn/VarSites	330.00
295801	13	DISBURSING OFFICER	FdPrshbl/FoodServ/Dstrctwd	146.48
295802	1	LAWNMOWERS ETC	Rntl:Oth/Op:Grnds/Dstrctwd	10,000.00
295803	1	CITY OF SAN JUAN CAPISTRANO	Serv&Op /StaffNeg/Dstrctwd	670.80

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2009-10 =====
 Board of Trustees Meeting.....JULY 13, 2010

PO No.	Fund	Vendor	Description	Amount
295804	1	ENERGY RESOURCES CONSERVATION	Debt Ser/Dbt Serv/Dstrctwd	55,263.29
295805	1	PACIFIC COACHWAYS	Charter /DW Undst/Dstrctwd	5,000.00
295806	1	TRANSPORTATION CHARTER SERVICE	Charter /DW Undst/Dstrctwd	20,000.00
295807	1	CERTIFIED TRANSPORTATION	Charter /DW Undst/Dstrctwd	10,000.00
295808	13	P & R PAPER SUPPLY COMPANY	Food Sup/FoodServ/Dstrctwd	20,000.00
295809	13	HOLLANDIA DAIRY INC.	FdPrshbl/FoodServ/Dstrctwd	55,000.00
295810	1	OFFICE DEPOT	InstMtls/Instrctn/BAMS	310.00
295811	1	HENSON, TOM	InstMtls/Instrctn/ANHS	368.05
295812	1	CAPO VALLEY WATER DIST	Op&Hskpg/Opr:Util/Dstrctwd	10,000.00
295813	1	THYSSEN ELEVATOR CORPORATION	Rntl:Oth/RR:Bldgs/Dstrctwd	6,000.00
295814	1	WHITE CAP INDUSTRIES INC	SpplsNonI/Op:Grnds/Dstrctwd	116.81
295815	1	SUPPLY LINE BUILDING MATERIALS	SpplsNonI/Op:Grnds/Dstrctwd	428.70
295816	1	WATERLINES TECHNOLOGIES INC	SpplsNonI/RR:Bldgs/Dstrctwd	15,000.00
295817	1	MARLIN LEASING	Rnt&Repr/Instrctn/VarSites	2,781.33
295818	1	INTEGRATED BUSINESS SOLUTIONS	Serv&Op /Instrctn/VarSites	175.00
295819	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	10.00
295820	13	A & R WHOLESALE DISTRIBUTORS	SNACK /FoodServ/Dstrctwd	100,000.00
295821	11	COMMUNITY EDUCATION	Serv&Op /AE:FEEBS/Dstrctwd	100,000.00
295822	1	HAZARD YOUNG ATTEA & ASSOC	CnsltNon/Supt /Dstrctwd	9,073.60
295823		VOID	VOID	0.00
295824	1	ARROYO VISTA MIDDLE SCHOOL ASB	SpplsNonI/Sch Adm /Dstrctwd	130.00

56 Purchase Orders \$736,166.10

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....JULY 13, 2010

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

PO No.	Fund	Vendor	Description	Amount
300028	1	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/ArroyoEl	30,868.85
300029	1	PEARSON SCHOOL	K-8Textb/Instrctn/Dstrctwd	890.81
300030	1	HOUGHTON MIFFLIN HARCOURT PUB	K-8Textb/Instrctn/Dstrctwd	317.30
300031	1	MCGRAW-HILL/SRA	K-8Textb/Instrctn/Dstrctwd	2,141.64
300032	14	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/Ambuehl	1,585.47
300033	14	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/LF Elem	3,416.72
300034	14	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/Wagon Wh	6,652.89
300035	14	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/San Juan	10,403.70
300036	14	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/BAMS	17,397.13
300037	14	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/AVMS	6,652.89
300038	14	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/GrgWhite	2,130.06
300039	14	CUSTOM CRAFT FLOORING	Rntl:Oth/RR:Bldgs/Tijeras	3,964.10
300040	14	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/ANHS	46,646.07
300041	1	ALL PRO SOUND	InstMtls/Instrctn/LFMS	155.68
300042	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/ANHS	162.96
300043	1	TROXELL COMMUNICATIONS INC	InstMtls/Instrctn/Del Obis	261.00
300044	1	TROXELL COMMUNICATIONS INC	InstMtls/Instrctn/LFMS	604.92
300045	1	DISCOUNT OFFICE SERVICES	SplsNonI/FacPlann/Dstrctwd	2,000.00
300046	1	HITT MARKING DEVICE	SplsNonI/DW Unrst/Dstrctwd	2,500.00
300047	12	STAPLES ADVANTAGE	SplsNonI/Sch Adm /Dstrctwd	5,000.00
300048	12	OFFICE DEPOT	SplsNonI/Sch Adm /Dstrctwd	12,000.00
300049	12	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /Dstrctwd	600.00
300050		VOID	VOID	0.00
300051		VOID	VOID	0.00
300052		VOID	VOID	0.00
300053		VOID	VOID	0.00
300054	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Wagon Wh	6,000.00
300055	1	PAPER DIRECT	SplsNonI/Sch Adm /Malcom	32.86
300056	1	TROXELL COMMUNICATIONS INC	InstMtls/Instrctn/LFMS	295.56
300057	1	IMAGE 2000	SplsNonI/Sch Adm /GrgWhite	1,815.44
300058	11	OFFICE DEPOT	InstMtls/Instrctn/Dstrctwd	4,000.00
300059	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LadraElm	5,000.00
300060	1	IMAGE 2000	InstMtls/Instrctn/Barcelon	500.00
300061	1	CAMCOR INC	InstMtls/Instrctn/RH Dana	235.99
300062	1	CAMCOR INC	InstMtls/Instrctn/RH Dana	235.99
300063	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/BAMS	1,000.00
300064	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/Wood Cyn	923.29
300065	1	CALIFORNIA WESTERN VISUALS	InstMtls/Instrctn/Palisade	14,772.60
300066	1	KNORR POOL SYSTEMS INC	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
300067		VOID	VOID	0.00
300068	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Tesoro	9,382.58
300069	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Oak Grv	5,761.04
300070	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/FNMS	9,859.23
300071	1	PACIFIC PLUMBING COMPANY OF	Rntl:Oth/RR:Bldgs/SCHS	6,900.00
300072	14	PACIFIC PLUMBING COMPANY OF	Rntl:Oth/RR:Bldgs/LadraElm	6,500.00

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PO No.	Fund	Vendor	Description	Amount
300073	1	PACIFIC PLUMBING COMPANY OF	Rntl:Oth/RR:Bldgs/SJHHS	5,800.00
300074	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Benedict	10,457.12
300075	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Tijeras	6,960.00
300076	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/LadraElm	10,649.72
300077	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Wood Cyn	13,973.00
300078	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Wagon Wh	10,035.00
300079	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/MFMS	22,466.18
300080	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/SMS	5,340.04
300081	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/SCHS	10,032.80
300082		VOID	VOID	0.00
300083	14	FARINO DESIGN & CONSTRUCTION	Rntl:Oth/RR:Bldgs/VDMMS	1,640.00
300084	1	BIG TEX TRAILERS WEST	SpplsNonI/RR:Bldgs/Dstrctwd	4,190.88
300085	1	AMERICAN TECHNOLOGIES	Rntl:Oth/RR:Bldgs/ArroyoEl	2,571.34
300086	1	EDLANTIS SEMINARS	CnfrNonI/HlthServ/Dstrctwd	159.00
300087	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/SCHS	7,930.00
300088	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/RH Dana	13,259.05
300089	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/RH Dana	15,585.76
300090	1	AIR CONDITIONING CONTROL SYS	Rntl:Oth/RR:Bldgs/Dstrctwd	5,200.00
300091		VOID	VOID	0.00
300092	1	SCHOOL SERVICES OF CALIFORNIA	Serv&Op /DW Unrst/Dstrctwd	3,720.00
300093	1	STAPLES BUSINESS ADVANTAGE	SpplsNonI/SupvAdmn/Dstrctwd	244.01
300094	1	KOCE TV FOUNDATION	CnsltNon/SupvAdmn/Dstrctwd	5,468.00
300095	1	T DAVIS & ASSOCIATES INC	CnsltNon/Security/Dstrctwd	35,000.00
300096	1	MEET THE MASTERS	CnsltIns/Instrctn/LadraElm	6,633.00
300097		VOID	VOID	0.00
300098	1	DELL COMPUTER	Serv&Op /TIS /Dstrctwd	18,811.00
300099	1	B & H PHOTOGRAPHY	NonCapEq/Instrctn/SJHHS	2,339.09
			InstMtls/Instrctn/SJHHS	548.67
300100	1	DIGITAL NETWORKS GROUP	InstMtls/Instrctn/ANHS	7,128.30
300101	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/ANHS	9,965.81
300102	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Moulton	500.00
300103	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Barcelon	4,000.00
300104	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/CanViste	3,000.00
300105	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /Las Palm	105.19
300106	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /SMS	54.36
300107	1	IMAGE 2000	SpplsNonI/Sch Adm /OsoGrand	159.81
300108	1	MEET THE MASTERS	CnsltIns/Instrctn/Lgna Nig	4,481.00
300109	1	MEET THE MASTERS	CnsltIns/Instrctn/RH Dana	3,711.00
300110	1	MEET THE MASTERS	CnsltIns/Instrctn/Tijeras	6,239.00
300111	1	DISCOUNT OFFICE SERVICES	SpplsNonI/Supt /Dstrctwd	1,000.00
300112	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Marblehd	139.64
300113	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Marblehd	142.89
300114		VOID	VOID	0.00
300115	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	41,479.97
300116	1	WEST-LITE SUPPLY CO INC	St Rcpts/Undesig /Dstrctwd	2,500.38
300117	1	P & R PAPER SUPPLY COMPANY	St Rcpts/Undesig /Dstrctwd	430.00
300118	1	XPEDX	St Rcpts/Undesig /Dstrctwd	2,588.25
300119	1	EPOLY STAR	St Rcpts/Undesig /Dstrctwd	870.00
300120	1	KATHCO PRODUCTS	St Rcpts/Undesig /Dstrctwd	1,943.80
300121	1	PRIMARY PACKAGING RESOURCES	St Rcpts/Undesig /Dstrctwd	1,801.38

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PO No.	Fund	Vendor	Description	Amount
300122	1	SHAMROCK SUPPLY CO INC	St Rcpts/Undesig /Dstrctwd	777.26
300123	1	WEST-LITE SUPPLY CO INC	St Rcpts/Undesig /Dstrctwd	4,658.85
300124	1	VALLEY OFFICE SUPPLY	St Rcpts/Undesig /Dstrctwd	2,442.96
300125	1	LINGUI SYSTEMS INC	SpplsNonI/Spch Aud/Dstrctwd	3,999.28
300126	1	SUPER DUPER INC.	SpplsNonI/Spch Aud/Dstrctwd	1,274.55
300127	1	WESTERN PSYCHOLOGICAL SERVICES	SpplsNonI/Spch Aud/Dstrctwd	942.88
300128	1	STAPLES ADVANTAGE	SpplsNonI/Prsnl:HR/Dstrctwd	800.00
300129	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /Bathgate	1,500.00
300130	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Bathgate	3,000.00
300131	13	ARROW RESTAURANT EQUIPMENT	LrgEqip/FoodServ/Dstrctwd	41,161.88
300132	1	MEET THE MASTERS	InstMtls/Enterprs/Castille	4,356.00
300133	1	MEET THE MASTERS	CnsltIns/Instrctn/Del Obis	1,000.00
			CnsltIns/Enterprs/Del Obis	3,317.80
300134	1	WAXIE	St Rcpts/Undesig /Dstrctwd	16,836.38
300135	1	EVERYTHING MEDICAL	St Rcpts/Undesig /Dstrctwd	12,581.74
300136	1	LIBERTY PAPER	St Rcpts/Undesig /Dstrctwd	72,349.20
300137	1	UNISOURCE	St Rcpts/Undesig /Dstrctwd	50,615.51
300138	1	ARIEL SUPPLY	St Rcpts/Undesig /Dstrctwd	10,002.83
300139	1	ALPHAB2B	St Rcpts/Undesig /Dstrctwd	8,687.82
300140	1	EPOLY STAR	St Rcpts/Undesig /Dstrctwd	6,851.25
300141	1	EPOLY STAR	St Rcpts/Undesig /Dstrctwd	70,339.50
300142	1	EPOLY STAR	St Rcpts/Undesig /Dstrctwd	13,376.25
300143	1	UNISOURCE	St Rcpts/Undesig /Dstrctwd	5,763.48
300144	1	RIS	St Rcpts/Undesig /Dstrctwd	8,020.10
300145	1	P & R PAPER SUPPLY COMPANY	St Rcpts/Undesig /Dstrctwd	7,760.67
300146	1	P & R PAPER SUPPLY COMPANY	St Rcpts/Undesig /Dstrctwd	5,690.34
300147	1	P & R PAPER SUPPLY COMPANY	St Rcpts/Undesig /Dstrctwd	7,536.38
300148	1	INDUSTRIAL FORMULATORS INC	St Rcpts/Undesig /Dstrctwd	12,446.83
300149	1	CHAMPION CHEMICAL CO	St Rcpts/Undesig /Dstrctwd	6,279.66
300150	1	SCANTRON	St Rcpts/Undesig /Dstrctwd	27,709.50
300151	1	UNISOURCE	St Rcpts/Undesig /Dstrctwd	22,730.93
300152	1	WAXIE	St Rcpts/Undesig /Dstrctwd	44,500.50
300153	1	LIBERTY PAPER	St Rcpts/Undesig /Dstrctwd	28,018.35
300154	1	MEET THE MASTERS	CnsltIns/Instrctn/Wood Cyn	4,060.89
300155	69	TRAVIS SOFTWARE	Serv&Op /Enterprs/Dstrctwd	915.00
300156	1	SCHOOL LOOP	CnsltNon/TIS /Dstrctwd	76,085.20
300157	1	CA SCHOOL BOARDS ASSOC	SpplsNonI/Board /Dstrctwd	5,000.00
300158	1	STAPLES ADVANTAGE	InstMtls/Instrctn/Castille	3,000.00
300159	1	DELL COMPUTER	NonCapEq/Instrctn/Bergeson	8,701.41
300160	1	IMAGE 2000	SpplsNonI/Sch Adm /Castille	200.00
300161	68	IRON MOUNTAIN	SpplsNonI/Enterprs/Dstrctwd	3,200.00
300162	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Castille	1,000.00
300163	69	METROPOLITAN EMPLOYEES	Serv&Op /Enterprs/Dstrctwd	51,556,725.00
300164	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LF Elem	4,200.00
300165	1	IMAGE 2000	InstMtls/Instrctn/LF Elem	1,200.00
300166	69	UNUM	Serv&Op /Enterprs/Dstrctwd	124,440.00
300167	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/RH Dana	150.00
300168	69	VISION SERVICE PLAN	Serv&Op /Enterprs/Dstrctwd	1,320,000.00
300169	69	RELIANCE STANDARD LIFE INS CO	Serv&Op /Enterprs/Dstrctwd	178,000.00
300170	69	CIGNA	Serv&Op /Enterprs/Dstrctwd	627,000.00

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PO No.	Fund	Vendor	Description	Amount
300171	69	METROPOLITAN EMPLOYEES	Serv&Op /Enterprs/Dstrctwd	275,000.00
300172	69	CAPISTRANO UNIFIED SCHOOL DIST	Serv&Op /Enterprs/Dstrctwd	4,070,000.00
300173	69	CONNECTICUT GEN LIFE INS CO	Serv&Op /Enterprs/Dstrctwd	204,000.00
300174	70	CORVEL CORPORATION	P/Yr Clm/Undesig /Dstrctwd	450,000.00
			Serv&Op /Enterprs/Dstrctwd	250,000.00
300175	1	2-WAY CABE	Conf:Ins/Instrctn/Viejo	530.00
300176	1	2-WAY CABE	CnfrNonI/SupvAdmn/Dstrctwd	470.00
300177	1	2-WAY CABE	CnfrNonI/SupvAdmn/Las Palm	540.00
300178	1	2-WAY CABE	CnfrNonI/SupvAdmn/San Juan	540.00
300179	1	ORANGE COUNTY DEPT OF EDUCAT	Serv&Op /Sch Adm /RH Dana	799.00
300180	1	PEARSON	CnfrNonI/SupvAdmn/Dstrctwd	500.00
300181	1	WEST COAST MICROSCOPE	Rnt&Repr/Instrctn/Tesoro	990.00
300182	1	OFFICE DEPOT	St Rcpts/Undesig /Dstrctwd	6,305.76
300183	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	10,020.31
300184	1	ULINE	St Rcpts/Undesig /Dstrctwd	1,283.25
300185	11	WAL MART S.C.	InstMtls/Instrctn/Dstrctwd	500.00

149 Purchase Orders \$60,243,505.71

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Warrant Number	Name of Payee	Reference Number	Amount
152672	GLESENER, PATRICIA	PV-005173	121.00
152673	AT&T	PO-294903	52.73
152674	MCGRAW-HILL COMPANIES	PO-294564	274.61
152675	MISSION VIEJO GLASS	PO-295133	475.00
152676	MNJ TECHNOLOGIES DIRECT INC	PO-295060	1,395.83
		PO-295609	5,804.97
152677	MOBILE FLEET WASH	PO-291104	825.50
152678	MODERN TREE	PO-295024	3,698.00
152679	MOORE'S SEWING MACHINE	PO-290467	216.74
152680	MOVIE LICENSING USA	PO-295604	3,600.00
152681	MPS	PO-295232	15,497.23
152682	NASCO WEST	PO-294676	199.02
152683	NATIONWIDE TEAM SALES	PO-293587	798.00
152684	NATL STAFF DEVELOP CNCL	PO-295462	36.50
152685	OFFICE DEPOT	PO-293741	117.29
152686	ONE STOP BINDERY	PO-290398	76.00
152687	ORANGE COUNTY MONSTER CARTS	PO-295647	496.25
152688	ORANGE CTY PUMP CO	PO-290263	562.31
		PO-295316	1,686.57
152689	P & R PAPER SUPPLY COMPANY	PO-294912	1,138.07
152690	PACWEST AIR FILTER	PO-294900	553.82
152691	PARKHOUSE TIRE INC.	PO-295742	1,531.48
152692	PETRO DIAMOND INC	PO-290530	44,825.13
152693	PHONAK INC	PO-293931	1,801.59
		PO-294660	230.14
		PO-295067	287.78
		PO-295201	116.49
152694	PIONEER DRAMA SERVICE INC	PO-295103	293.25
152695	POSITIVE PROMOTIONS	PO-295009	113.50
152696	PRAXAIR	PO-293127	17.25
152697	PRECISION TUNE AUTO CARE	PO-291107	116.95
152698	PRIMARY PACKAGING RESOURCES	PO-295503	904.19
152699	PRIORITY MAILING SYSTEMS	PO-290423	1,291.95
152700	PUBLIC BROADCASTING SERVICE	PO-294203	56.12
152701	SEHI COMPUTER	PO-290259	19.00
152702	PLAK SMACKER	PO-294980	274.90
152704	STAPLES ADVANTAGE	PO-295076	74.66
152705	ABC SECURITY SERVICE	PO-294711	30,030.50
152706	APPLE COMPUTER INC	PO-295197	1,439.40
		PO-295280	3,902.40
		PO-295291	1,873.92
		PO-295486	1,470.94
152707	CERTIFIED TRANSPORTATION	PV-005211	2,598.00
152708	CINTAS	PO-291397	69.90
152709	CINTAS	PO-291625	41.20

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Warrant Number	Name of Payee	Reference Number	Amount
152710	CINTAS CORP	PO-290675	245.28
		PO-291839	1,300.39
		PO-295715	1,780.50
		PO-295716	2,202.55
152711	CITY OF SAN JUAN CAPISTRANO	PO-295256	9,439.90
152712	CONSOLIDATED ELECT DISTR	PO-295454	2,794.74
		PO-295701	125.32
152713	DELL MARKETING L P	PO-294794	33,286.20
		PO-295171	1,756.05
		PO-295542	2,193.26
		PO-295545	1,907.39
		PO-295589	44.89
152714	DEPT IND RELATION/SAFETY	PO-290424	420.00
152715	ELLIOT, LYNN	PV-005214	20.40
152716	ELTEC REFRIGERATION	PO-291686	2,548.00
152717	GOLD COAST HOT DOGGER TOURS	PV-005191	6,382.76
152718	IMAGE 2000	PO-290507	635.30
		PO-291691	130.46
		PO-292845	563.53
		PO-293981	822.46
		PO-294063	319.99
		PO-294792	212.44
		PO-295608	378.88
152719	MOULTON NIGUEL WATER	-	
		PO-290462	14,653.74
152720	MOULTON NIGUEL WATER	PO-290462	1,086.36
152721	ORANGE UNIFIED SCHOOL DISTRICT	PV-005194	783.75
152722	PRUDENTIAL OVERALL SUP	PO-290895	22.28
		PO-295718	76.89
152723	SAN DIEGO GAS & ELECTRIC	PO-295699	110,983.25
152724	SANTA MARGARITA WATER	PO-290463	14,096.53
152725	SMART & FINAL	PO-290220	331.46
		PO-291864	136.04
		PO-292054	73.18
		PO-293666	17.83
		PO-293902	352.53
		PO-294058	137.51
		PO-294087	61.55
		PO-294170	440.70
		PO-294360	50.24
		PO-295676	310.75
152726	SO CAL EDISON CO	PO-290563	72,576.48
152727	SO CAL GAS CO	PO-290564	8,003.58
152728	SO COAST WATER DIST	PO-293897	9,893.76
152729	SPARKLETTS	PO-290561	4.10

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Warrant Number	Name of Payee	Reference Number	Amount
152730	THYSSENKRUPP ELEVATOR CORP	PO-295708	1,726.00
152731	UNION BANK OF CALIFORNIA	PO-291477	14,940.50
152732	UNITED RENTALS	PO-290282	69.60
		PO-295025	548.10
152733	XEROX CORPORATION	PO-290393	16,425.91
		PO-290419	215.58
		PO-291195	116.09
152734	ARROWHEAD WATER	PO-291076	32.37
152735	MOBILE MODULAR	PO-290691	610.00
152736	SMART & FINAL	PO-293593	442.23
		PO-294088	126.06
152737	SPARKLETTS	PO-290223	24.55
		PO-290865	8.18
		PO-290867	7.08
		PO-295267	36.72
152738	CHARLES BROWN	PV-005190	5,916.24
152739	XEROX CORPORATION	PO-291409	107,902.75
152740	HUNTER PHD, NATHAN H	PO-291455	901.25
		PO-295002	253.75
152741	LAW OFFICES OF PHILLIP B GREER	PO-295492	7,205.00
152742	CITY OF SANTA ANA	PO-293555	500.00
152743	METAMORPHOSIS ENTERPRISES	PO-293308	362.50
		PO-293309	322.50
152744	PALI MOUNTAIN INSTITUTE	PO-292272	21,947.50
152745	QUALITY TOWING	PO-291132	178.00
152746	RADIO SHACK	PO-290619	23.76
152747	RICKS TRAILER SUP	PO-295418	143.79
152748	RINCON TRUCK PARTS	PO-290533	76.70
		PO-295040	1,418.90
152749	SIERRA SOIL	PO-291411	812.85
		PO-295751	1,594.88
152750	SMOG EXPRESS	PO-294462	62.70
152751	SO COAST AIR QULTY MGMT	PO-291760	440.00
152752	SOUTHWEST SCHOOL SUPPLY	PV-005212	6.66
152753	SPICERS PAPER CO	PO-294901	354.64
152754	STAPLES ADVANTAGE	PO-290687	175.33
		PO-290690	768.82
		PO-290692	78.52
		PO-292846	700.11
152755	STERICYCLE INC	PO-291097	118.86
152756	TIFCO INDUSTRIES	PO-294461	176.44
		PO-295745	791.15
152757	TOXGUARD FLUID TECHNOLOGIES	PO-290551	733.16
152758	TUTTLE-CLICK FORD	PO-294475	1,113.07
		PO-295743	2,304.69

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Warrant Number	Name of Payee	Reference Number	Amount
152759	VISTA PAINT CORP	PO-293475	158.21
152760	WEST COAST SOUND SERVICE	PO-295550	12,500.00
		PO-295759	1,250.00
152761	WOLVERINE SPORTS	PO-293983	194.07
152762	A Z BUS SALES INC	PO-295043	2,348.30
152763	ACCURATE AIR ENGINEERING INC	PO-290523	960.10
152764	AIR CYCLE CORPORATION	PO-291099	2,022.54
152765	ALLEN CADILLAC GMC	PO-293745	122.82
152766	ARAMARK UNIFORM SERVICE	PO-295038	764.80
152767	AUTO SHOP EQUIP CO INC	PO-290519	615.72
152768	B & H PHOTOGRAPHY	PO-295449	377.98
152769	BIO RAD LABORATORIES	PO-295435	330.38
152770	CAL-STATE AUTO PARTS INC	PO-290516	348.86
152771	CALIFORNIA WESTERN VISUALS	PO-294023	977.66
		PO-295211	346.91
		PO-295426	2,649.15
152772	CAMCOR INC	PO-295089	26.97
152773	CAROLINA BIOLOGICAL SUPPLY CO	PO-295115	786.16
		PO-295422	176.18
152774	CHEF WEAR	PO-295424	536.00
152775	COMPLETE DRUG & DNA TESTING	PO-292553	225.00
152776	DENAULT'S HARDWARE	PO-290452	77.89
		PO-291116	65.93
152777	EDUC VIDEO NETWORK INC	PO-295400	578.30
152778	EPOLY STAR	PO-294911	6,394.50
152779	EVERYTHING MEDICAL	PO-295614	2,070.00
152780	FLINN SCIENTIFIC INC	PO-295214	2,588.21
		PO-295458	132.52
152781	GENERATOR SERVICES CO INC	PO-295713	1,159.75
152782	HOLT MCDUGAL	PO-295233	20,754.72
		PO-295245	9,278.55
152783	JOHN DEERE LANDSCAPES	PO-293661	562.60
152784	JOHNSTONE SUPPLY	PO-295704	3,770.45
152785	KNORR SYSTEMS INC	PO-294126	863.58
152786	LIBERTY FLAGS	PO-295630	76.44
152787	LIFETIME MEMORY PRODUCTS INC	PO-295020	261.00
152788	LOCAL JANITORIAL & VACUUM	PO-290362	148.01
		PO-290363	151.99
152789	LRP PUBLICATIONS	PO-295597	60.90
152790	SEHI COMPUTER	PO-295484	104.13
152791	AMERICAN COUNCIL ON EDUCATION	PO-295726	450.00
152792	CARLOS GUZMAN INC	PO-295757	1,500.00
152793	ANDERSEN, ELLIS	PV-005221	71.00
152794	BROWN, ANGELA	PV-005222	135.88
152795	BRYNER, MACKENZIE	PV-005223	73.00

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Warrant Number	Name of Payee	Reference Number	Amount
152796	CHAMBERS, GRANT	PV-005227	70.00
152797	DEJOHN, EMILY	PV-005229	74.00
152798	HENSON, TOM	PV-005230	368.05
152799	HUANG, TINA	PV-005231	65.00
152800	KAYE, SAMUEL	PV-005233	17.00
152801	MENDOZA, PAUL	PV-005234	5.00
152802	MORAN, CONNOR	PV-005246	7.00
152803	POUCHIE, JORDAN	PV-005247	67.00
152804	QUICKEL, KIM	PV-005248	84.00
152805	RISHEQ, JORDAN	PV-005249	84.00
152806	STRICKLAND, GERRY	PV-005251	141.36
		PV-005252	293.29
152807	COMMUNITY CARE LICENSING	PV-005228	25.00
152808	MIGLIACCIO, VIOLETTE	PV-005239	26.00
152809	SHELTON, CHERI	PV-005250	200.00
152810	AMERICAN LOGISTICS COMPANY LLC	PO-293704	18,092.50
152811	APPLE COMPUTER INC	PO-295249	2,239.34
152812	APPLE COMPUTER INC	PO-295764	15,276.13
152813	ARROWHEAD WATER	PO-291531	25.26
152814	CINTAS CORP	PO-291839	539.91
152815	CITY OF SAN JUAN CAPISTRANO	PO-295256	205.89
152816	COUNTY OF ORANGE-WASTE MNGT	PO-290459	1,487.64
152817	DANBRU WIRE & CABLE INC	PO-290447	2,715.22
152818	DELL MARKETING L P	PO-295547	1,907.39
		PO-295653	147.89
152819	DEPARTMENT OF JUSTICE	PO-290852	352.00
152820	IMAGE 2000	PO-290412	162.86
152821	MOBILE COMM REPAIR INC	PO-290548	342.45
152822	PAC TYPEWRITER & COMM	PO-290473	84.94
152823	ROADWAYS INTERNATIONAL INC	PV-005236	10,920.00
152824	SAN DIEGO GAS & ELECTRIC	PO-295699	30,395.50
		PV-005259	38,604.32
152825	SANTA MARGARITA WATER	PO-290463	1,933.33
152826	SMART & FINAL	PO-290558	71.89
		PO-290884	120.08
		PO-291528	296.57
		PO-291606	217.49
		PO-293069	156.37
		PO-293294	112.73
		PO-293666	247.48
		PO-293668	31.86
		PO-294360	54.60
152827	SO CAL GAS CO	PO-290564	4,487.30

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Warrant Number	Name of Payee	Reference Number	Amount
152828	SPARKLETTS	PO-290561	14.27
		PO-291077	93.94
		PO-291078	16.27
		PO-291601	32.12
		PO-294738	208.75
152829	THYSSENKRUPP ELEVATOR CORP	PO-295708	4,729.05
152830	UNITED RENTALS	PO-295025	639.45
152831	XEROX CORPORATION	PO-290403	6,093.13
		PO-290415	3,285.39
		PO-291196	35.67
152832	SPARKLETTS	PO-290223	50.62
		PO-290865	25.44
		PO-290867	26.54
		PO-290869	2.33
		PO-290870	2.01
		PO-290871	28.24
		PO-293909	22.29
		PO-295267	20.45
152833	ORANGE COUNTY DEPT OF EDUCATIO	PO-292825	37,224.00
		PO-295766	23,425.00
152834	SADDLEBACK VALLEY UNIFIED	PO-293227	1,452.00
152835	OVER NIGHT NUMBERING	PO-295130	200.00
152836	PACIFIC GO NATURAL GAS	PO-295672	7,918.19
152837	SOUTH COAST FAMILY MEDI CENTER	PO-290848	205.00
152838	SOUTHWEST SCHOOL SUPPLY	PO-290111	1,177.19
		PO-290112	289.14
		PO-290114	95.32
		PO-290334	4.33
		PO-290341	9.35-
		PO-290342	411.35
		PO-290410	516.52
		PO-290701	289.11
		PO-290703	15.03
		PO-290704	179.14
		PO-290705	76.15
		PO-290714	101.53
		PO-290715	27.34
		PO-290720	209.92
		PO-291619	2,467.33
		PO-292852	762.02
		PO-293536	211.30
		PO-294137	1,492.22
		PO-294953	463.51
152839	SPICERS PAPER CO	PO-294901	2,492.84

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Warrant Number	Name of Payee	Reference Number	Amount
152840	STAPLES ADVANTAGE	PO-290687	95.46
		PO-291047	339.47
		PO-295440	155.65
		PO-295723	98.98
152841	TRAFFIC CONTROL SERVICE	PO-292112	266.44
152842	WESTERN GRAPHIX	PO-292665	175.00
152843	MCGRAW-HILL COMPANIES	PO-292022	281.82
152844	FLEET SERVICE SPECIALIST LLC	PO-290557	4,105.66
		PO-294474	7,030.13
152845	CAPISTRANO UNIFIED SCHOOL DIST	CM-000102	10.37-
		CM-000103	8.00-
		PO-290538	58,720.26
152846	CONNECTICUT GEN LIFE INS CO	PO-290544	14,518.49
152847	CONNECTICUT GENERAL LIFE	PO-290543	32,326.23
152848	ART MASTERS INC	PO-292029	2,019.00
		PO-292795	1,964.00
152849	BEST BEST & KRIEGER LLP	PO-293889	4,373.83
152850	CAMPCO	PO-291475	11,804.11
152851	CREATIVE GYMNASTICS	PO-291474	1,100.00
152852	HAZARD YOUNG ATTEA & ASSOC	PO-293562	7,000.00
152853	MCILLVAIN, STEPHANIE & PATRICK	PO-295665	6,125.00
152854	ROZENBERG, ABBY	PO-295057	1,470.00
152855	SCHOOL INNOVATIONS & ADVOCACY	PO-295031	19,000.00
152856	VIVIAN STAPLETON	PO-295015	426.00
152857	BAERST, MARGARET	PV-005301	42.55
152858	BRISTOW, JEFFREY	PV-005303	63.00
152859	BURCH, DANIEL	PV-005340	173.25
152860	CADIEUX, JAN	PV-005343	79.52
152861	DELGADO, JOSE A	PV-005304	7.00
152862	DIXON, AURORA	PV-005305	111.79
152863	FELDT, HOLLY	PV-005344	100.43
152864	GASKINS, MICHELLE	PV-005308	10.00
152865	GERHARD, KAREN	PV-005348	466.58
152866	GRUENEWALD, ERIC	PV-005356	97.36
152867	GWYN, MEG	PV-005359	208.17
152868	HENSON, TOM	PV-005311	70.95
152869	HONG, PHILIP	PV-005312	2.00
152870	ISAAC, CHERYL	PV-005363	236.52
152871	KNIGHTS, GEORGE	PV-005367	682.63
152872	LA MOTTE, SANDY	PV-005372	62.45
152873	LEONARD, SCOTT	PV-005313	72.00
152874	MCDONOUGH, JOHN	PV-005314	61.00
152875	OCHWAT, ADAM	PV-005374	218.47
152876	ORLOFF, KRISTIN	PV-005377	139.25
152877	P R B CONSTRUCTION	PV-005300	100.00

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Warrant Number	Name of Payee	Reference Number	Amount
152878	REECE, TIM	PV-005381	55.96
152879	REIMERS, NICHOLAS	PV-005317	72.00
152880	RIOS, AL	PV-005383	237.08
152881	ROMAN, JUDITH	PV-005385	47.07
152882	SANELL, BRITTAN	PV-005318	6.00
152883	SNEDEKER, MEAGHAN	PV-005389	59.47
152884	STRICKIER, SEBASTIAN	PV-005319	2.00
152885	STRICKLAND, GERRY	PV-005322	432.18
152886	SWANSON, PEGGY	PV-005393	329.70
152887	UNITED PAVING COMPANY	PV-005296	100.00
152888	YOGI, STACY	PV-005333	206.52
152889	EL TORO HIGH SCHOOL	PV-005306	300.00
152890	STATE BD EQUALIZATION	PV-005260	3,200.00
152891	C & A ATHLETICS	PO-293203	3,979.54
152892	ABATEC INC	PO-295737	500.00
152893	AMERICAN TECHNOLOGIES	PO-294896	19,985.00
		PO-295070	29,452.72
152894	BYTES OF LEARNING INC	PO-294680	699.00
152895	CABRAL ROOFING & WATERPROOFING	PO-295551	3,772.26
152896	CAPISTRANO CONNECTIONS ACADEMY	PO-290383	223,264.00
152897	CCS PRESENTATION SYSTEMS INC	PO-294366	1,298.28
152898	COMMERCIAL FENCE & IRON WORKS	PO-295448	6,100.00
152899	DAVE BANG ASSOCIATES INC	PO-295034	7,003.69
152900	DIGITAL NETWORKS GROUP	PO-295209	997.89
152901	GIANNELLI ELECTRIC INC	PO-295312	2,100.00
152902	JOURNEY CHARTER SCHOOL	PO-290382	77,433.00
152903	OPPORTUNITY FOR LEARNING	PO-290311	20,970.00
152904	PACIFIC PLUMBING COMPANY OF	PO-290449	4,674.24
		PO-292834	6,209.00
		PO-295443	7,866.32
		PO-295444	9,759.10
		PO-295445	25,244.78
152905	LETNER ROOFING CO	PO-295626	2,469.44
152906	PJHM ARCHITECTS SOUTHWEST INC	PO-295028	3,207.89
152907	NELSON, LARRY	PO-293517	3,520.00
152908	BOWIE ARNESON WILES &	PO-295532	922.50
152909	DTSC	PO-295714	49.65
152910	NELSON, LARRY	PO-293516	3,520.00
152911	STRADLING YOCCA CARLSON	PO-295629	3,048.50
152912	WLC ARCHITECTS INC	PO-292889	660.00
152913	APPLE COMPUTER INC	PO-295439	1,809.10
152914	CERTIFIED TRANSPORTATION	PV-005316	3,264.00
152915	CINTAS CORP	PO-290675	61.58
		PO-291839	670.69
152916	CINTAS FIRST AID & SAFETY	PO-291623	384.38

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Warrant Number	Name of Payee	Reference Number	Amount
152917	CITY OF SAN CLEMENTE	PO-290460	5,295.25
152918	CITY OF SAN JUAN CAPISTRANO	PO-295256	3,484.97
		PV-005329	7,256.12
152919	CONSOLIDATED ELECT DISTR	PO-295701	1,285.85
152920	ENTERPRISE FLEET SERVICES	PO-294727	1,184.66
152921	FACILITIES PROTECTION SYSTEMS	PO-295777	1,980.00
152922	MOBILE COMM REPAIR INC	PO-295749	53,025.00
152923	PAC TYPEWRITER & COMM	PO-293016	435.00
152924	PACIFIC COACHWAYS	PV-005320	6,110.00
152925	PITNEY BOWES	PO-290375	508.00
152926	PRUDENTIAL OVERALL SUP	PO-295718	76.89
152927	SAN DIEGO GAS & ELECTRIC	PV-005375	22,367.81
152928	SMART & FINAL	PO-291606	149.25
		PO-293069	3.36
		PO-295213	135.93
152929	SO CAL EDISON CO	PO-290563	19,807.24
152930	SO CAL GAS CO	PO-290564	5,096.75
152931	SPARKLETTS	PO-291600	9.78
		PO-295371	10.15
152932	TRANSPORTATION CHARTER SERVICE	PV-005315	5,722.50
152933	WELLS FARGO FINANCIAL LEASING	PO-290256	211.92
152934	SPARKLETTS	PO-290871	14.39
152935	ADAMS, KARA	PV-005323	194.92
152936	ALVARADO, RON & KIMBERLY	PV-005324	176.46
152937	BADGER, HOLLY &/OR THOMAS	PV-005325	168.30
152938	BANH, JULIE/NAM	PV-005326	578.00
152939	BANNERMAN, CARY & KELLY	PV-005327	185.92
152940	BARNARD, ERIC & JENNIFER	PV-005328	96.00
152941	BECERRA, ANTONIO	PV-005330	160.14
152942	BELLOMO, PHILIP &/OR KATHY	PV-005331	287.64
152943	BLACKABY, ELIZABETH	PV-005332	279.72
152944	BOYD, VALERIE	PV-005334	98.43
152945	BRESSLER, ERIC & KATHY	PV-005335	65.52
152946	BROWN, MARK OR HENRIETTE	PV-005336	42.12
152947	CANTWELL, CAROL	PV-005337	111.32
152948	CLARK, BRIAN OR YOLANDA	PV-005338	423.60
152949	CLIFFORD, JACK OR SUSAN	PV-005339	355.20
152950	COLCLASER, CAROLEE AND DAVID	PV-005341	426.40
152951	CRUZAT, CHERYL	PV-005342	1,067.66
152952	CUHADAROGLU, MEHMET OR BELGIN	PV-005345	579.36
152953	DEAR, RICHARD OR DANA	PV-005346	95.40
152954	DIAZ, JOSE & MEREDITH	PV-005347	209.60
		PV-005349	144.10
152955	DICK, CRAIG OR BILLIE	PV-005350	211.48
152956	FERREN, MATTHEW &/OR KATIE	PV-005351	161.16

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Warrant Number	Name of Payee	Reference Number	Amount
152957	GAITAN, SCOTT & BEVERLY Z.	PV-005352	267.58
152958	GAU, MARY C.	PV-005353	217.80
152959	GIDEONS, CHRIS OR VALLI	PV-005354	543.26
152960	GORDON, DEBRA L	PV-005355	151.80
152961	GRAHN, HEIDI	PV-005358	131.58
152962	GUZMAN GARCIA, OMAR	PV-005360	186.90
152963	HAMEED, SHAWN	PV-005361	225.60
152964	HYLTON, CHRIS OR HERMINIA	PV-005362	194.48
152965	JACKSON, BEN & JENNIFER	PV-005364	183.90
152966	JAMES, JUSTIN & ARLEN	PV-005365	51.12
152967	JARRELL, INESSA OR KEVIN	PV-005366	195.50
152968	JONES, DANNY & NANCY	PV-005368	156.45
152969	KECHEJIAN, ALINE & DANIEL	PV-005369	256.80
152970	LAW, YUET	PV-005370	291.72
152971	LEE, THOMAS AND/OR DESPINA	PV-005371	415.86
152972	LEVENDOSKI, RICHARD OR LEA	PV-005373	1,121.19
152973	LO, BRIAN & KRISTIE	PV-005376	118.44
152974	MARTIN, PETER/NORMA	PV-005378	25.16
152975	MCBRIDE, MELISSA	PV-005388	169.12
152976	MIKKELSON, NICOLE	PV-005379	146.90
152977	MONTANEZ, TERRI & FERNANDO	PV-005380	181.56
152978	MORGAN, NANCY	PV-005382	541.46
152979	MOSES, MARCIA	PV-005391	488.80
152980	NG, FARIA	PV-005409	159.88
152981	O'CONNOR, SARAH OR MICHAEL	PV-005384	141.44
152982	PAEZ, HUGO &/OR ANDREA	PV-005386	98.80
152983	PERALTA, PAUL & JESSICA	PV-005387	316.16
152984	PRINGLE, DIANE	PV-005390	230.92
152985	RODAS, PHILLIP AND CAROLYN	PV-005392	40.68
152986	ROHDE, JAN &/OR JOY	PV-005394	103.70
152987	ROSILLO, JESUS	PV-005395	633.38
152988	ROTH, JAY &/OR KERI	PV-005396	554.26
152989	SCHMID, DANIEL	PV-005397	198.64
152990	SHOOK, SIAN	PV-005398	635.12
152991	STALEY, ANNA DAWN OR MATTHEW	PV-005399	221.04
152992	STEBENNE, STUART/LISA	PV-005400	259.00
152993	SUTTON, DAVID AND DANIELLE	PV-005401	346.32
152994	TIRADO, OTILIA	PV-005402	65.45
152995	TRITZ, RICHARD &/OR JULIE	PV-005403	143.82
152996	VARRIANO, RICHARD & JANE	PV-005404	536.64
152997	VON DWINGELO, ANTHONY/ELIZABET	PV-005405	95.04
152998	WALLACE, GREG OR SHELLY	PV-005406	120.75
152999	WATSON, MALISSA	PV-005407	125.76
153000	WOOD, JOE AND DALE	PV-005408	129.03
153001	ZABALA, DANIEL & JACQUELINE	PV-005410	96.80

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Warrant Number	Name of Payee	Reference Number	Amount
153002	ZABOROWSKI, JEFF AND WENDY	PV-005411	763.68
153003	CARUSO, HEATHER	PV-005416	406.61
153004	DANENHAUER, JENNIFER	PV-005418	62.50
153005	DOUGHERTY, JOLENE	PV-005414	94.08
153006	GODFREY, NICOLE	PV-005413	750.00
153007	MARTUS, LARISSA	PV-005417	538.61
153008	MCMORRAN-MAUS, KRISTA	PV-005421	275.00
153009	PULIDO, DEBBIE	PV-005420	495.46
153010	SILAS KERNS	PO-294977	228.00
153011	STRICKLAND, GERRY	PV-005419	756.68
153012	CERTIFIED TRANSPORTATION	PV-005448	3,618.00
153013	CITY OF SAN CLEMENTE	PO-290460	11,465.15
153014	CITY OF SAN JUAN CAPISTRANO	PO-295803	670.80
153015	CONSOLIDATED ELECT DISTR	PO-295701	49.33
153016	DANBRU WIRE & CABLE INC	PO-290447	108.70
153017	DELL MARKETING L P	PO-295652	46.08
		PO-295683	24,728.08
		PO-295687	1,549.28
153018	IMAGE 2000	PO-294063	169.61
153019	INTEGRATED BUSINESS SOLUTIONS	PO-295818	175.00
153020	MOULTON NIGUEL WATER	PO-290462	4,585.83
153021	PACIFIC COACHWAYS	PV-005461	4,345.00
153022	ROADWAYS INTERNATIONAL INC	PV-005423	645.00
153023	SAN DIEGO GAS & ELECTRIC	PV-005520	63,183.44
153024	SANTA MARGARITA WATER	PO-290463	3,452.43
153025	SO CAL GAS CO	PO-290564	4,886.26
153026	SO COAST WATER DIST	PO-293897	4,724.86
153027	TRANSPORTATION CHARTER SERVICE	PV-005471	5,400.00
153028	TROXELL COMM INC	PO-295296	399.63
		PO-295642	306.68
153029	SPARKLETTS	PO-291269	22.02
153030	A Z BUS SALES INC	PO-295043	166.74
		PO-295299	483.85
153031	AMERICAN BACKFLOW	PO-290672	749.70
153032	B & H PHOTOGRAPHY	PO-295540	2,068.89
153033	BARRETT-ROBINSON INC	PO-290454	698.00
		PO-294826	234.14
153034	BETTER BUSINESS RECORDS	PO-292861	141.04
153035	BLAIRS TOWING	PO-295301	1,312.50
153036	BRAIN POP	PO-294870	195.00
153037	C D T INC.	PO-290465	1,245.00
153038	CAL-STATE AUTO PARTS INC	PO-295738	517.46
153039	CALIFORNIA WESTERN VISUALS	PO-295639	5,298.30
153040	CDWG Inc	PO-295342	843.89
153041	CHAMPION CHEMICAL CO	PO-295756	10,155.78

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Warrant Number	Name of Payee	Reference Number	Amount
153042	COSTCO S.J.C.	PO-293713	265.86
153043	DEPT OF GENERAL SERVICES	PO-295763	6,124.25
153044	DICK'S SPORTING GOODS	PO-292752	1,783.95
		PO-294313	508.82
153045	DISCOUNT OFFICE SERVICES	PO-290699	519.25
		PO-291237	696.75
		PO-293927	25.63
		PO-295167	17.39
		PO-295248	489.65
		PO-295666	701.40
153046	DOHENY BUILDERS SUPPLY	PO-290288	183.47
153047	DUNN-EDWARDS CORP	PO-290450	641.92
153048	EVERYTHING MEDICAL	PO-295671	496.00
153049	FACTORY MOTOR PARTS	PO-290535	666.71
153050	FEDERAL PUBLISHING	PO-295799	178.50
153051	LOS ANGELES FREIGHTLINER	PO-291115	659.72
153052	DISCOUNT OFFICE SERVICES	PO-292157	27.33
		PO-293541	774.77
153053	BERGMAN & DACEY INC	PO-293892	13,235.32
153054	COMMERCIAL & INDUSTRIAL	PO-295098	3,020.50
153055	HARDY & HARPER INC	PO-293458	4,323.02
153056	PACIFIC PLUMBING COMPANY OF	PO-295445	2,804.98
153057	PCH SHEET METAL & AIR	PO-295101	2,721.60
153058	PACIFIC PLUMBING COMPANY OF	PO-293000	4,239.50
153059	ADAMS, KARA	PV-005446	230.36
153060	AGAMATA, JENNIFER B.	PV-005449	56.43
153061	ALVARADO, RON & KIMBERLY	PV-005447	197.22
153062	BADGER, HOLLY &/OR THOMAS	PV-005450	188.10
153063	BANH, JULIE/NAM	PV-005451	680.00
153064	BANNERMAN, CARY & KELLY	PV-005452	225.76
153065	BARNARD, ERIC & JENNIFER	PV-005453	108.80
153066	BECERRA, ANTONIO	PV-005454	178.98
153067	BELLOMO, PHILIP &/OR KATHY	PV-005455	160.74
153068	BLACK, BRAD AND KATHLEEN	PV-005457	2,216.81
153069	BODO, JOHN & TERA	PV-005458	446.08
153070	BOYD, VALERIE	PV-005459	110.01
153071	BROWN, MARK OR HENRIETTE	PV-005460	55.08
153072	CAPAY, PONCIANO OR MARIA	PV-005462	133.12
153073	CLARK, BRIAN OR YOLANDA	PV-005463	402.42
153074	CRUZAT, CHERYL	PV-005464	214.54
153075	CUHADAROGLU, MEHMET OR BELGIN	PV-005465	482.80
153076	DEANE, WILLIAM &/OR JANICE	PV-005466	192.34
153077	DEAR, RICHARD OR DANA	PV-005467	101.76
153078	DIAZ, JOSE & MEREDITH	PV-005468	183.40
153079	DICK, CRAIG OR BILLIE	PV-005469	236.36

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Warrant Number	Name of Payee	Reference Number	Amount
153080	EASTMAN, STEPHEN OR TARA	PV-005470	586.46
153081	FERREN, MATTHEW &/OR KATIE	PV-005472	180.12
153082	GAU, MARY C.	PV-005473	316.80
153083	GIDEONS, CHRIS OR VALLI	PV-005474	259.82
153084	GORDON, DEBRA L	PV-005475	182.16
153085	GUZMAN GARCIA, OMAR	PV-005476	199.36
153086	HAMEED, SHAWN	PV-005477	239.70
153087	HAMPTON, GERALD OR BOBBI	PV-005478	839.84
153088	HILL, REBECCA OR BARR	PV-005479	381.15
153089	HOGGATT, ROBERT/VERONICA	PV-005480	518.00
153090	HYLTON, CHRIS OR HERMINIA	PV-005481	171.60
153091	JACKSON, BEN & JENNIFER	PV-005482	232.94
153092	JARRELL, INESSA OR KEVIN	PV-005483	126.50
153093	JONES, DANNY & NANCY	PV-005484	198.17
153094	JONES, GREG OR SHERI	PV-005485	340.20
153095	LAW, YUET	PV-005486	308.88
153096	LEE, THOMAS AND/OR DESPINA	PV-005487	286.80
153097	LEVIN OR, PAUL	PV-005489	307.42
153098	LIDDLE, DREW & LESLIE	PV-005488	142.50
153099	LO, BRIAN & KRISTIE	PV-005490	160.74
153100	MARTIN, PETER/NORMA	PV-005491	28.12
153101	MC KEAGUE, JOHN & SHARON	PV-005492	1,430.28
153102	MCBRIDE, MELISSA	PV-005499	229.52
153103	MIKKELSON, NICOLE	PV-005493	180.80
153104	MONTANEZ, TERRI & FERNANDO	PV-005494	202.92
153105	NG, FARIA	PV-005513	216.98
153106	O'CONNOR, SARAH OR MICHAEL	PV-005495	132.60
153107	ORTIZ, VICTOR & BRANDY	PV-005496	314.82
153108	PAEZ, HUGO &/OR ANDREA	PV-005497	98.80
153109	POCZATEK, MARK & MARVA	PV-005498	299.20
153110	PRINGLE, DIANE	PV-005500	187.20
153111	RICHMOND, HEIDI	PV-005501	408.24
153112	RODAS, PHILLIP AND CAROLYN	PV-005502	142.38
153113	ROHDE, JAN &/OR JOY	PV-005503	115.90
153114	ROSILLO, JESUS	PV-005504	82.65
153115	SCHMID, DANIEL	PV-005505	290.32
153116	SHOOK, SIAN	PV-005506	336.24
153117	STALEY, ANNA DAWN OR MATTHEW	PV-005507	116.66
153118	STEBENNE, STUART/LISA	PV-005508	314.50
153119	TOCA, CAROL A.	PV-005509	401.50
153120	TRITZ, RICHARD &/OR JULIE	PV-005510	143.82
153121	WALLACE, GREG OR SHELLY	PV-005511	136.85
153122	WOOD, JOE AND DALE	PV-005512	144.21
153123	ZABALA, DANIEL & JACQUELINE	PV-005514	149.60
153124	ZABOROWSKI, JEFF AND WENDY	PV-005515	392.16

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Warrant Number	Name of Payee	Reference Number	Amount
153125	ZELAYA, ALFONSO & PAMELA	PV-005516	95.76
		PV-005518	90.44
153126	BRANNON, DESIREE	PV-005521	193.00
153127	BROOKMAN, JOSEPH	PV-005522	464.00
153128	BUTLER, SUSAN	PV-005523	235.00
153129	CARLISLE, SUSAN	PV-005426	76.00
153130	COLLINGS, JANICE	PV-005524	202.00
153131	DARLING, MARTY	PV-005525	252.00
153132	DAVENPORT, DAVID	PV-005526	168.00
153133	BLKINS, KAREN	PV-005527	168.00
153134	ELLIS, SHAWNA	PV-005430	67.00
153135	EMARINE, TINA	PV-005528	290.00
153136	GALLEGOS, MOLLY	PV-005529	137.50
153137	HARMAN, NANCY	PV-005530	138.50
153138	HARVEY, LAUREN	PV-005433	105.50
153139	HATCH, CHRISTIE	PV-005434	22.00
153140	HERTZ, JANA	PV-005532	97.00
153141	HERVEY, ROBIN	PV-005435	264.00
153142	HEUSER, RACHEL	PV-005531	319.00
153143	HITCHMAN, JEANNE	PV-005533	138.00
153144	HOFFMAN, TODD	PV-005437	16.00
153145	HOGBIN, RICH	PV-005436	84.50
153146	HOMMA, SUSAN	PV-005534	124.50
153147	HUYNH, TINA	PV-005535	60.00
153148	BARRERA-CRUZ, ANGELICA	PV-005425	146.00
153149	COPE, MARY	PV-005427	113.50
153150	FREY, DEBORAH	PV-005431	14.00
153151	GLESENER, PATRICIA	PV-005432	35.50
153152	FLEET SERVICE SPECIALIST LLC	PO-290557	2,396.20
		PO-293168	292.15
		PO-294474	6,209.18
		PO-295323	489.44
153153	YMCA OF ORANGE COUNTY	PO-290330	7,583.16
153154	CAPISTRANO CONNECTIONS ACADEMY	PV-005441	2,254.00
153155	CAPISTRANO UNIFIED SCHOOL DIST	PO-290538	124,989.07
153156	E. STEWART AND ASSOCIATES	PO-295132	7,210.50
153157	MUNICIPAL UNDERGROUND SERVICES	PO-292755	350.00
153158	NASCO WEST	PO-292200	206.05
		PO-292898	89.96
		PO-294399	42.68
		PO-294697	2,466.18
		PO-294757	754.90
		PO-295160	1,231.14
		PO-295472	887.91

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Warrant Number	Name of Payee	Reference Number	Amount
153159	NATURAL LEARNING CONCEPTS	PO-292816	88.05
		PO-293238	183.30
153160	NETOP	PO-295587	199.00
153161	NILES BIOLOGICAL	PO-292873	180.64
153162	OFFICE DEPOT	PO-291214	215.26
		PO-291482	317.13
		PO-293741	47.57-
		PO-294955	78.28
		PO-295670	884.01
153163	ONE STOP BINDERY	PO-290398	650.00
153164	OTHER WORLD COMPUTING	PO-295480	61.99
153165	PACIFIC COAST GOLF CARS	PO-295032	96.25
153166	PC MALL GOV	PO-295635	51.19
153167	PCI EDUCATIONAL PUB	PO-295370	161.76
153168	PEPPER-LOS ANGELES, J W	PO-294072	92.44
153169	PLAY & PARK STRUCTURES	PO-295311	810.73
153170	POCKET FULL OF THERAPY	PO-295349	50.10
153171	POSITIVE PROMOTIONS	PO-295438	173.95
153172	PRECISION DATA PRODUCTS	PO-294323	153.72
153173	PREMIERE WATER SERVICES	PO-290392	1,125.00
153174	PRO-ED	PO-293934	935.00
		PO-295674	841.50
153175	PROGRESS PUBL	PO-294879	731.88
153176	PSYCH & ED PUBLICATIONS	PO-295599	276.65
153177	QUALITY TOWING	PO-291132	179.00
153178	QUICK SORT INC	PO-290369	526.00
153179	RECORDING FOR THE BLIND	PO-295366	300.50
153180	RENAISSANCE LEARNING INC.	PO-295596	353.72
153181	OFFICE DEPOT	PO-290346	129.00
153182	ORANGE COUNTY REGISTER	PO-295758	504.00
153183	NEW PIG	PO-293816	1,372.36
153184	PACIFIC GO NATURAL GAS	PO-295672	2,797.06
153185	PARKHOUSE TIRE INC.	PO-291105	99.50
		PO-295742	1,641.16
153186	PEARSON EDUCATION	PO-295230	17,756.42
153187	PRECISION TUNE AUTO CARE	PO-291107	381.42
153188	RHINOTEK COMPUTER PRODUCTS	PO-295732	1,071.68
153189	RINCON TRUCK PARTS	PO-295040	2,148.63
153190	RIVERSIDE PUBL CO	PO-294251	705.79
153191	RON T SERVICES	PO-290365	262.65
153192	SADDLEBACK EDUCATIONAL PUBLISH	PO-294286	6,621.24
		PO-294293	78.78

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Warrant Number	Name of Payee	Reference Number	Amount
153193	SEHI COMPUTER	PO-290259	19.00
		PO-291490	259.15
		PO-293393	244.00
		PO-295247	183.00
		PO-295320	1,440.98
		PO-295326	141.33
		PO-295479	258.45
		PO-295484	419.36
		PV-005536	783.87
153194	SMARDAN SUPPLY COMPANY	PO-295553	5,701.18
153195	SMOG EXPRESS	PO-294462	264.60
153196	SO COAST AIR QULTY MGMT	PO-291760	110.00
153197	SO COAST DISTRIBUTING CO	PO-290367	617.59
153198	SO COUNTY PROTECTIVE WEAR	PO-291129	780.27
153199	SOUTH COAST FAMILY MEDI CENTER	PO-290124	245.00
153200	SOUTHERN COUNTIES OIL CO	PO-290529	17,870.92
153201	SPICERS PAPER CO	PO-294901	776.29
153202	STAPLES ADVANTAGE	PO-290690	105.12
		PO-291047	104.64
		PO-292846	
		PO-294936	191.58
		PO-295782	767.26
153203	TRAFFIC CONTROL SERVICE	PO-292112	277.32
153204	TRITON AIR INC	PO-295772	999.61
153205	TRUCPAR CO	PO-290527	429.18
153206	ULINE	PO-294222	723.39
153207	W W GRAINGER INC	PO-290430	340.53
153208	WATERLINES TECHNOLOGIES INC	PO-295619	732.68
		PO-295816	3,901.84
153209	WAXIE	PO-294830	637.55
		PO-295030	3,013.52
153210	XPEDX	PO-290397	1,672.01
153211	ZEP MANUFACTURING CO	PO-291122	970.45
153212	SWRCB-STATE WATER RESOURCES	PO-295773	750.00
153213	STAPLES BUSINESS ADVANTAGE	PO-295724	164.20
153214	ARROYO VISTA MIDDLE SCHOOL ASB	PV-005549	130.00
153215	AUNG, ARIEL	PV-005554	15.00
153216	AYON, MARYCARMEN	PV-005556	8.00
153217	BABAZADEH, NATASHA	PV-005557	4.00
153218	CARLISLE, TERESA	PV-005558	96.14
153219	CLARK-SIFFORD, LILIAN	PV-005559	7.00
153220	CLOTHIER, CYNTHIA	PV-005560	103.83
153221	CURRIE, COURTNEY	PV-005561	15.00
153222	DORE, JUDY	PV-005562	260.33
153223	KANE, BRENNAN	PV-005564	15.00

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Warrant Number	Name of Payee	Reference Number	Amount
153224	KLISTER, PAMELA	PV-005565	35.88
153225	LEE, KAREN	PV-005566	36.43
153226	MCCARTHY, KEVIN	PV-005567	70.00
153227	NIEMELA, JACOB	PV-005568	58.00
153228	REYES, DANIEL	PV-005569	8.00
153229	STRICKLAND, GERRY	PV-005570	123.79
153230	VALLE, DANIEL	PV-005571	55.00
153231	VILLALOBOS, EMANUEL	PV-005572	5.00
153232	WIEDEMAN, LORI	PV-005573	65.59
153233	HARRINGTON, AMANDA	PV-005563	285.00
153234	CCIS	PO-295075	800.00
153235	NATL CNCL TEACHERS MATH	PO-295083	1,325.00
153236	OC EDUCATION & RESEARCH INST	PO-294049	450.00
		PO-295698	450.00
153237	ORANGE COUNTY DEPT OF EDUCATIO	PO-293616	1,598.00
		PO-294770	100.00
		PO-294991	100.00
		PO-295095	1,050.00
		PO-295391	470.00
		PO-295392	1,050.00
153238	SDSU RESEARCH FOUNDATION/CPC	PO-294606	325.00
153239	SOLUTION TREE INC	PO-295384	4,632.00
153240	SPECTRUM TRAINING SYSTEMS INC	PO-294501	205.00
153241	ACES	PO-295562	2,682.00
153242	ARSENAULT, DENNIS OR NANCY	PO-293454	1,103.16
153243	AUGUSTIN EGELSEE LLP	PO-295662	7,500.00
153244	AUTISM SPECTRUM THERAPIES	PO-293464	3,335.60
153245	BLIND CHILDRENS LRNG CTR	PO-292576	1,462.50
153246	CARES	PO-294544	1,103.64
153247	CATHEDRAL HOME FOR CHILDREN	PO-290061	3,040.00
		PO-290064	3,040.00
		PO-290068	2,614.40
		PO-291559	3,040.00
		PO-292371	3,040.00
		PO-293716	3,040.00
		PO-295722	1,058.40
153248	CENTER FOR AUTISM &	PO-295693	1,021.25
153249	CHILEDATA	PO-291380	2,382.48
153250	CINNAMON HILLS SCHOOL	PO-290206	2,430.00
		PO-290207	2,700.00
		PO-295052	2,700.00
		PO-295055	2,700.00
		PO-295056	2,700.00
153251	CREATIVE SOLUTIONS FOR AUTISM	PO-295692	1,575.00
153252	CROMWELL, PATRICIA	PO-291516	105.00

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153253	DEPENDABLE NURSING	PO-293452	354.32
		PO-295573	13,064.68
153254	DEVEREUX ARIZONA	PO-292373	2,265.48
		PO-295669	344.55
153255	DEVEREUX FOUNDATION	PO-292939	1,230.00
		PO-293715	1,230.00
		PO-295574	1,230.00
153256	DEVEREUX TEXAS TREATMENT	PO-290829	1,947.06
		PO-294542	2,407.60
		PO-294553	2,507.68
153257	DEVEREUX TEXAS TREATMENT	PO-291566	2,719.20
153258	EDUCATIONAL BASED SERVICES	PO-294148	16,765.38
153259	EXCEPTIONAL EDUCATION SERVICES	PO-292239	1,723.57
153260	HAHN, ERIC AND/OR PATRICIA	PO-291362	300.40
153261	HEAR NOW dba	PO-291320	5,512.25
		PO-295569	970.00
153262	JOHNSON, SHAWN & HOLLY	PO-292936	741.60
153263	KAKUDA, BARBARA	PO-295790	400.00
153264	KIM AND/OR, CHANDRA	PO-291360	477.90
153265	KRUEGER AND/OR, DANNY	PO-294539	60.98
153266	LAW OFFICES OF CAROLINE A ZUK	PO-294490	3,879.84
153267	LEISURE CARE NURSES REGISTRY	PO-291384	6,099.00
		PO-294531	3,895.00
153268	LEVIN, DR EUGENE	PO-291519	63.75
153269	LOYER, LAW OFFICES OF KATHLEEN	PO-295663	5,000.00
153270	MACNAMARA, ALICIA	PO-293329	97.05
153271	MAXIM HEALTHCARE SERVICES	PO-292949	3,450.00
153272	MCCORMACK, MARC AND/OR KRISTA	PO-293583	770.00
153273	MENDE PSY.D, SYLVIA	PO-291520	2,063.65
		PO-295566	5,023.85
153274	NEW HAVEN SCHOOL	PO-291379	2,440.00
153275	O'BANNON, BRUCE & REBECCA	PO-091559	375.00
153276	O'CONNOR, BRENDAN & JACQUELINE	PO-292947	212.80
153277	OAK GROVE INSTITUTE	PO-294541	2,595.40
		PO-294555	2,595.40
153278	OCEANVIEW SCHOOL	PO-291565	4,240.00
		PO-291810	2,032.00
		PO-295691	1,936.00
153279	OLSH, ROXANE	PO-291552	1,300.00
153280	ORANGE COUNTY THERAPY SERVICE	PO-294150	3,560.00
		PO-295500	25,160.00
153281	ORANGE CTY DEPT EDUC	PO-291070	322,435.76
153282	ORANGE CTY TESTING SERV	PO-290905	188.00
153283	OWEN, JEFFREY S	PO-291454	5,400.00
153284	PACIFIC PEDIATRIC THERAPY INC	PO-291755	4,496.25

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153285	PACIFIC PEDIATRIC THERAPY INC	PO-290211	960.00
153286	PAUL ALAN DORES	PO-295499	2,000.00
153287	PRESLEY, EDWARD AND/OR DONNA	PO-294701	490.75
153288	PROGRESSUS THERAPY INC	PO-294149	6,084.00
153289	PYRAMID AUTISM CENTER	PO-290075	4,275.00
153290	RAINBOW CONNECTION	PO-295268	412.00
153291	RANGEL-FRIEDMAN, DEBORAH	PO-291011	491.80
153292	ROZENBERG, ABBY	PO-292937	2,250.00
153293	SANDOR, LASZLO/COURTENAY	PO-290823	545.30
153294	SHILOH TREATMENT CENTER INC	PO-291794	3,180.00
153295	SPEECH & LANGUAGE DEVEL	PO-292943	14,085.00
		PO-293337	14,605.50
		PO-294226	896.50
		PO-295050	2,159.76
153296	THERAPEUTIC EDUCATION CENTER	PO-291807	5,610.00
		PO-291808	4,300.00
		PO-291809	4,050.00
		PO-293932	4,085.00
		PO-294554	4,500.00
		PO-295053	4,275.00
		PO-295690	1,350.00
153297	WERTHEIMER-GALE & ASSOCIATES	PO-294225	39.00
		PO-295570	175.50
153298	WOOD, JOE AND DALE	PO-295664	850.00
153299	YELLOWSTONE BOYS & GIRLS RANCH	PO-293455	1,890.50
153300	CITY OF SANTA ANA	PO-294437	660.00
153301	COUNTY OF ORANGE	PO-293708	300.00
153302	DONNA O'NEIL LAND CONSERVANCY	PO-295731	150.00
153303	ENVIRONMENTAL NATURE CTR	PO-295582	372.00
		PO-295583	414.00
153304	MISSION SAN JUAN CAPISTRANO	PO-293286	656.00
153305	ORANGE COUNTY DEPT OF EDUCATIO	PO-295585	31,965.00
153306	ORANGE COUNTY PERFORM ARTS CTR	PO-294557	500.00
153307	ORANGE CTY DEPT EDUC	PO-295696	422.25
153308	RILEY'S FARM	PO-293226	1,463.00
153309	RS CCD	PO-295679	440.00
153310	VISTA DEL MAR PTA	PV-005517	1,600.00
153311	MARLIN LEASING	PO-295817	2,781.33
153312	ACTION LEARNING SYSTEMS INC	PO-295659	2,000.00
153313	ART MASTERS INC	PO-292027	2,074.00
		PO-292796	1,961.00
		PO-293753	1,306.00
153314	ATKINSON ANDELSON LOYA	PO-294734	9,019.25
		PO-295730	87,076.48
153315	BARBARA J GLAESER	PO-294143	1,800.00

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153316	BASIC EDUCATIONAL SERVICES	PO-294547	4,378.50
153317	CENTER FOR GRANTS & EVALUATION	PO-291308	2,100.00
		PO-292080	7,000.00
153318	CRARY, BRENDA	PO-293521	1,200.00
153319	DEMPSEY, MITCHELL	PO-292345	350.00
153320	GARCIA, IRMA	PO-295010	480.00
153321	HARBOTTLE LAW GROUP	PO-293890	7,129.50
153322	HEMPHILL, VICTOR S	PO-293751	483.00
153323	KOBA, MELISSA	PO-294153	140.00
153324	KRANTZ, TRICIA ELIZABETH	PO-293870	1,200.00
153325	LUCE FORWARD HAMILTON &	PO-295644	1,003.66
153326	MELODY FERRAS	PO-293772	560.00
153327	ORANGE CTY DEPT EDUC	PO-295006	1,000.00
153328	STEP	PO-294146	7,665.64
153329	T DAVIS & ASSOCIATES INC	PO-290854	2,916.66
153330	TEACH N TUTOR INC	PO-294172	3,300.50
153331	V PATRICIA BEYER	PO-293782	4,000.00
		PO-293783	15,000.00
		PO-294548	5,000.00
153332	YMCA OF ORANGE COUNTY	PO-290329	7,886.41
153333	STROUD, KEITH R	PO-291611	301.00
153334	DEOGRACIAS, AILEEN	PV-005544	215.09
153335	DINERS CLUB	PV-005555	1,334.20
153336	ERICKSON, DANA	PV-005542	55.25
153337	MANNAERT, STEPHANIE	PV-005545	200.51
153338	OGDEN, SUE	PV-005541	850.29
153339	SCOTT, KAREN	PV-005546	179.65
153340	TICE, BECKY	PV-005540	850.29
153341	WISH, JOSH	PV-005543	74.00
153342	CALIFORNIA EDUCATIONAL CENTERS	PV-005551	1,308.30
153343	EN TOUR DANCE ACADEMY LLC	PV-005553	400.80
153344	GRAHAM-SAFFORD, MARGARET E	PV-005548	3,916.50
153345	SMART FOUNDATION, THE	PV-005547	3,732.75
153346	VAN DAHLEN, JUDI	PV-005550	403.20
674 Warrants			\$3,075,401.77

**Capistrano Unified School District
Bids/Contracts**

VENDOR	BID NO. / BID TITLE	BOARD APPROVAL DATE
A&R Wholesale Distributors, Inc.	Bid No. 0708-21 Grocery Products	5/12/2008
A&R Wholesale Distributors, Inc.	Bid No. 0708-24 Snack and Beverage Products	5/12/2008
Achieve! Data Solutions, LLC	RFP No. 7-0708 Instructional Student Assessment Data Management System	2/11/2008
All Pro Sound	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
American Logistics Co., LLC	Bid No. 0607-06 Outsource Transportation Services	9/11/2006
AMS.NET Inc.	California Multiple Award Schedule Contract No. 3-03-40-0291K, Cisco Products	5/11/2010
AMS.NET Inc.	California Multiple Award Schedule Contract No. 3-09-70-0291Q, Electronic Data Processing (EDP) Equipment and Service	4/13/2010
ASR Food Distributors, Inc.	Bid No. 0910-01 Produce	6/8/2009
B&H Photo Video Pro-Audio	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Ball Park Pizza Team, Inc.	Bid No. 0809-03 Pizza Service	11/3/2008
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
Brandon Advertising, Inc. dba Amore Pizza	Bid No. 0809-03 Pizza Service	11/3/2008
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
Collins & Aikman Floorcoverings, Inc.	Bid No. 0708-05 Flooring Materials and Installation	6/25/2007
Commercial Fence & Iron Works, Inc.	Bid No. 0708-04 Fencing Materials, Repair, and Installation	6/25/2007
Consolidated Electrical Distributors, Inc.	Bid No. 0708-03 Electrical Supplies & Materials	6/25/2007
Corporate Business Furniture	Irvine USD Bid No. 08-09-01, Purchase of School and Office Furniture	3/10/2010
D&D Security Resources, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Dannis Woliver Kelley (DWK)	RFQ No. 10-0809 General Legal Services	12/15/2009

**Capistrano Unified School District
Bids/Contracts**

VENDOR	BID NO. / BID TITLE	BOARD APPROVAL DATE
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 09-01, Palyground 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
ePoly Star, Inc.	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
Gold Coast Tours	Bid No. 0708-09 Co-Curricular Bus Service	9/10/2007
Gold Star Foods	Bid No. 0708-18 Frozen Food Products	3/10/2008
Gold Star Foods	Bid No. 0708-21 Grocery Products	5/12/2008
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
Hertz Furniture Systems	Irvine USD Bid No. 08-09-01, Purchase of School and Office Furniture	3/10/2010
HMC Architects	RFP No. 2-0506 Architectural Services	10/16/2006
Hollandia Dairy	Bid No. 0708-17 Milk and Dairy Products	3/10/2008
JJ Management Company dba Jo Jo's Pizza Kitchen	Bid No. 0809-03 Pizza Service	11/3/2008
Johnstone Supply, Inc.	County of Orange Bid No. EFZ0000087, Air Conditioning, Refrigeration Equipment, Parts and Supplies	4/13/2010
Keenan & Associates	RFQ No. 12-0809 Insurance Broker for Capistrano Unified School District's Excess Worker's Compensation Insurance	5/11/2009
Law Office of Caroline Zuk	RFQ No. 10-0809 General Legal Services	12/15/2009
LPA, Inc.	RFP No. 2-0506 Architectural Services	10/16/2006
McMahan Business Interiors	Irvine USD Bid No. 08-09-01, Purchase of School and Office Furniture	3/10/2010
Notification Technologies, Inc.	RFP - Emergency Parent Notification System	9/29/2007

**Capistrano Unified School District
Bids/Contracts**

VENDOR	BID NO. / BID TITLE	BOARD APPROVAL DATE
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. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
P&R Paper Supply Co.	Bid No. 0809-11 Paper and Plastic Products for Food and Nutrition Services	6/8/2009
Pacific MH Construction, Inc.	Bid No. 0708-07 Movement of Relocatable Buildings	6/25/2007
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 0708-06 Plumbing Service	6/25/2007
Paul C. Miller Construction Co., Inc.	Bid No. 0809-13 Dana Hills High School Gymnasium Modrnization - Gymnasium Floor and Bleacher Replacement	5/11/2010
Penny Vision LLC/Circle Venture LLC dba Pizza Hut, Inc.	Bid No. 0809-03 Pizza Service	11/3/2008
Petro Diamond Incorporated	Bid No. 123-07 Multi-District Cooperative Fuel Bid (Gasoline and Diesel)	8/13/2007
Piper Jaffrey & Co.	RFQ No. 5-0910 Underwriter Services	12/15/2009
PJ of Orange County One, LP dba Papa John's Pizza	Bid No. 0809-03 Pizza Service	8/11/2008
PJHM Architects	RFP No. 2-0506 Architectural Services	10/16/2006
Prime Painting Contractors, Inc.	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. 0708-09 Co-Curricular Bus Service	9/10/2007
School Specialty, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
SchoolsFirst Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009
Silver Creek Industries, Inc.	San Gabriel USD Bid No. 16-04/05, Purchase, Installation and Transfer of DSA Approved Classroom Buildings	4/13/2010
Solag/CR&R, Inc.	Bid No. 0607-05 Service to Collect, Recycle & Dispose of Solid Waste Districtwide	7/11/2006
Southwest School Supply	Santa Ana USD Bid No. 12-08, Purchase of Instructional Supplies	7/21/2008

**EXHIBIT D
(3 of 4)**

**Capistrano Unified School District
Bids/Contracts**

VENDOR	BID NO. / BID TITLE	BOARD APPROVAL DATE
Southwest School Supply	Placentia-Yorba Linda USD Bid No. 209-4, Purchase of Instructional and Office Supplies	1/12/2009
Stone & Youngberg, LLC	RFQ No. 5-0910 Underwriter Services	12/15/2009
Stradling Yocca Carlson & Rauth	RFQ No. 10-0809 General Legal Services	12/15/2009
Sysco Food Services of L.A.	Bid No. 0708-21 Grocery Products	5/12/2008
Transportation Charter Services, Inc.	Bid No. 0708-09 Co-Curricular Bus Service	9/10/2007
Troxell Communications, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
USA Shade & Fabric Structures, Inc.	Newport-Mesa USD Bid No. 142-05, Shade Structures Districtwide	4/13/2010
Valiant IMC	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Vavrinek, Trine, Day & Co., LLP	RFP No. 2-0708 Audit Services	4/21/2008
Virco, Inc.	Irvine USD Bid No. 08-09-01, Purchase of School and Office Furniture	3/10/2010
Waterline Technologies, Inc.	Los Angeles USD Bid No. IFB C-1030, Purchase of Swimming Pool Chemicals	3/9/2010
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
West-Lite Supply Co., Inc.	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
WLC Architects, Inc.	RFQ No. 3-0708 Architectural Services for Districtwide Facilities Master Plan	2/25/2008
Xerox Corporation	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
Xerox Corporation	RFP No. 1-0506 Total Integrated Printing Solution	10/17/2005
Xerox Corporation	County of Los Angeles Photocopy Equipment Contract No. 41380	10/17/2005

**EXHIBIT D
(4 of 4)**

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

July 13, 2010

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

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

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



BACKGROUND INFORMATION

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

CURRENT CONSIDERATIONS

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

FINANCIAL IMPLICATIONS

Items other than cash gifts have no financial impact on the budget. Gifts of cash provide additional funds in the amount of \$150,974.92 for District schools and will be reflected in the appropriate accounts in the 2010/11 budget.

STAFF RECOMMENDATION

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

DONATED BY	AMOUNT	FOR	SCHOOL
Harold Ambuehl PTA	5,439.00	Meet the Masters program	Ambuehl
Chase	153.38	miscellaneous supplies	Bathgate Elementary
United Way	200.00	miscellaneous supplies	Bathgate Elementary
Edison Gifts	212.50	miscellaneous supplies	Benedict Elementary
Edison International	212.50	miscellaneous supplies	Benedict Elementary
Forester Ranch Ed. Foundation	38,325.00	5th grade science school	Benedict Elementary
Forester Ranch Ed. Foundation	1,464.00	teachers stipends	Benedict Elementary
Truman Benedict PTA	440.29	kindergarten PE classes	Benedict Elementary
WaMoola for Schools Program	133.22	miscellaneous supplies	Castille Elementary
Screamin Coupons, Inc.	500.00	miscellaneous supplies	Castille Elementary
Castille Elementary Booster Club	700.00	FSEA After School Class	Castille Elementary
Edison International	300.00	miscellaneous supplies	Castille Elementary
Sumner Photography	680.00	miscellaneous supplies	Castille Elementary
Sumner Photography	808.00	miscellaneous supplies	Chaparral Elementary
WaMoola for Schools Program	145.30	miscellaneous supplies	Chaparral Elementary

Donation of Funds/Equipment
July 13, 2010
Page 2

Ladera Ranch Education Foundation	11,575.00	5th grade science school	Chaparral Elementary
Chase	305.14	school supplies	R.H. Dana Elementary
Chase	85.86	miscellaneous supplies	Del Obispo Elementary
CUSD Foundation	481.00	5th grade science school	Del Obispo Elementary
Carl Hankey PTA	220.00	field trip transportation	Hankey K-8
Debbie Velardie	0.00	a treadmill	Hankey K-8
CUSD Foundation/Carl Hankey Science Camp	330.00	teachers stipends	Hankey K-8
Casa Romantica Cultural Center	330.00	field trip transportation	Kinoshita Elementary
Meet the Masters	2,786.00	reimbursement	Ladera Ranch Elementary
Ladera Ranch Education Foundation	2,061.70	field trip transportation	Ladera Ranch Elementary
Ladera Ranch Elementary PTA	699.00	Ultra key typing program	Ladera Ranch Elementary
Ladera Ranch Education Foundation	75.50	end of year certificates	Ladera Ranch Elementary
WaMoola for Schools Program	193.58	technology	Ladera Ranch Elementary
Chase WaMoola for Schools Program	198.42	instructional supplies	Laguna Niguel Elementary
Simonson Photography	250.00	instructional supplies	Laguna Niguel Elementary
WaMoola for Schools Program	125.78	printer supplies	Las Flores Elementary
Las Flores Elementary PTA	500.00	library books	Las Flores Elementary
Las Flores Elementary PTA	300.00	printer supplies	Las Flores Elementary
Wahoo's Fish Taco	363.35	the music program	Las Palmas Elementary
Clarence Lobo PTA	1,000.00	Meet the Masters program	Lobo Elementary
Marblehead PTA	18,000.00	the music program	Marblehead Elementary
Marblehead Aloha Foundation	8,152.46	miscellaneous supplies	Marblehead Elementary
Marblehead PTA	1,450.00	miscellaneous supplies	Marblehead Elementary
Amy Rodriguez	660.00	field trip transportation	Moulton Elementary
Chase Bank	177.38	miscellaneous supplies	Moulton Elementary
Oak Grove PTA	3,264.00	field trips and transportation	Oak Grove Elementary
WaMoola for Schools Program	129.70	educational supplies	Oso Grande Elementary
Oso Grande PTA	184.00	custodial fees	Oso Grande Elementary
Oso Grande PTA	330.00	field trip transportation	Oso Grande Elementary
Palisades PTA	6,800.00	additional assignment hours	Palisades Elementary
Palisades PTA	235.20	playground equipment	Palisades Elementary
Chase	231.76	miscellaneous supplies	Palisades Elementary
Palisades PTA	4,826.00	Art Masters program	Palisades Elementary
WaMoola for Schools Program	82.10	miscellaneous supplies	Reilly Elementary
Sumner Photography	508.00	miscellaneous supplies	Reilly Elementary
Chase	169.16	miscellaneous supplies	Reilly Elementary
Edison International	270.00	school supplies & materials	San Juan Elementary School
Tijeras Creek PTA	1,880.00	Skyhawks	Tijeras Creek Elementary
Chase	100.42	Principal's Perfect Attendance Pancake Award	Viejo Elementary

Donation of Funds/Equipment
July 13, 2010
Page 3

Viejo Elementary PTA	165.00	a 3rd grade field trip	Viejo Elementary
Viejo 5th Grade Science Camp	790.00	outdoor science school	Viejo Elementary
Chase	307.88	school supplies	Wagon Wheel
California Community Foundation	500.00	school supplies	Wagon Wheel
Aliso Viejo Middle School PTSA	4,250.00	technology	Aliso Viejo Middle School
Mark Ciampa	0.00	weight plates & dumb bells	Aliso Viejo Middle School
Aliso Viejo Middle School PTSA	1,000.00	English learner support	Aliso Viejo Middle School
Chase	251.30	technology	Aliso Viejo Middle School
WaMoola for Schools Program	158.64	technology	Bernice Ayer Middle School
Chase	961.72	miscellaneous supplies	Don Juan Avila Middle School
LifeTouch	1,167.00	miscellaneous supplies	Las Flores Middle School
Chase	196.66	miscellaneous supplies	Las Flores Middle School
Mr. Juan Moreno	240.00	miscellaneous supplies	Newhart Middle School
Niguel Hills Booster Club	1,327.77	computer & software	Niguel Hills Middle School
MAKO Ed. Foundation	1,468.68	Mac Pro licenses	Vista del Mar Middle School
Aliso Niguel High School PTA	200.00	French I readers	Aliso Niguel High School
Aliso Niguel High School PTA	5,500.00	class sets for the Math Dept.	Aliso Niguel High School
Chase	473.58	miscellaneous supplies	Aliso Niguel High School
Peoplestar Enterprises, Inc.	350.00	miscellaneous supplies	Aliso Niguel High School
DIRECTV	5,000.00	miscellaneous supplies	Capistrano Valley High School
WaMoola for Schools Program	405.60	miscellaneous supplies	Capistrano Valley High School
CR&R Incorporated	1,000.45	miscellaneous supplies	Capistrano Valley High School
Galen Willoughby	0.00	an upright piano	Dana Hills High School SOCSA
Chase	232.06	miscellaneous supplies	Dana Hills High School
The Dolphin Foundation	4,353.88	student computers	Dana Hills High School
Tesoro High School PTSA	1,631.00	library books	Tesoro High School

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

July 13, 2010

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

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



**SUBJECT: APPROVAL OF EXTENSION OF LISTING AGREEMENT WITH GRUBB &
ELLIS FOR LEASE OF VACANT OFFICE SPACE IN BUILDING 'C' OF
DISTRICT OFFICE**

BACKGROUND INFORMATION

In 2006 and 2007, Trustees were presented with a plans to consolidate District personnel within the newly constructed District Office and “free up” office space for a potential lease-income generation opportunities. At the time, three major objectives were identified: 1) Maximize efficiency by combining or eliminating duplicate services among staff and equipment; 2) Generate income from leased space; and 3) Direct additional revenue to needed general fund expenses. As a result, portions of Building ‘C’ were leased to outside agencies including approximately 4,000 square feet of space to the Orange County Teachers Federal Credit Union (now the Schools First Credit Union) when the District first took occupancy of the building. Subsequently, 20,600 square feet of Building C was leased to a private technology firm called “IQinVision”, leaving only 1,400 square feet of vacant space remaining in Building C. To execute a lease agreement with IQinVision, Trustees authorized staff to enter into a 120-day listing agreement with the real estate brokerage firm of Grubb & Ellis to represent the District. With the assistance of Grubb & Ellis, a successful lease agreement was prepared and executed that greatly benefited both parties.

Recently, IQinVision approached District staff in an effort to lease the remaining 1,400 square feet, and to have the lease terms and conditions written similar to the current agreement. A proposal was sent to the District (Exhibit A, attached) that details their offer. The District is now in the position to provide a counter offer and staff would like to again retain the services of Grubb & Ellis to represent our interest in negotiating fair lease terms. Our original contract with Grubb & Ellis has expired and the use of their services would require an extension of the original listing agreement. Exhibit B is a letter from Grubb & Ellis that proposes the extension.

Regarding the lease of District Office space, it is important to note that prior to executing the agreements, District staff consulted attorneys on the legality of leasing a portion of the District Office, considering that the building was constructed, in part, with tax-exempt funds. In round numbers, the District expended approximately \$38 million to build the District Office, and nearly \$14.4 million (i.e., 38 percent) of those funds came from Community Facilities District 87-1 (not comprised of bond proceeds). It was the opinion of legal counsel that the same percentage of the building funded with CFD 87-1 funds can be leased to a private party. Therefore, of the 129,000 total square feet of space within the District Office, approximately 49,000 could be leased.

**APPROVAL OF EXTENSION OF LISTING AGREEMENT WITH GRUBB & ELLIS FOR
LEASE OF VACANT OFFICE SPACE IN BUILDING 'C' OF DISTRICT OFFICE**

July 13, 2010

Page 2

CURRENT CONSIDERATIONS

This agenda item pertains to the Board's approval of the extension of the Exclusive Listing Agreement between Capistrano Unified School District and Grubb & Ellis to represent the District in the negotiation, formation and execution of a new lease agreement with IQinVision for the remaining 1,400 square feet of vacant office space within Building C of the District Office. Once prepared with the terms and conditions identified, staff will bring the lease agreement to the Trustees for approval.

FINANCIAL IMPLICATIONS

While the terms of the lease have not yet been worked out, leasing the remaining 1,400 square feet of space in the C Building has the potential to generate approximately \$2,000 per month over the balance of IQinVision's lease which runs through August 2014.

Tenant improvements necessary for occupancy are estimated at \$30,000.

Fees paid to Grubb & Ellis are based on commission and are estimated to be approximately \$3,000 - \$4,000 for this transaction; commission fees will be paid from the negotiated lease payments.

Total revenue to the district generated through this transaction will be a function of how the cost of tenant improvements are assigned and the final outcome of the lease negotiation process. The net estimated revenue, after consideration of the tenant improvements and commissions, over the proposed term of the lease through August 2014 is \$60,000.

STAFF RECOMMENDATION

It is respectfully requested that Board of Trustees approve extension of the Exclusive Listing Agreement between Capistrano Unified School District and Grubb & Ellis to represent the District in the negotiation, formation and execution of a new lease agreement with IQinVision for the remaining 1,400 square feet of vacant office space within Building C of the District Office.



2020 Main Street, Suite 100
Irvine, CA 92614
TEL 949.851.5100
FAX 949.261.9092
Lic. #01333376
www.voitco.com

April 8, 2010

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

RE: 33122 VALLE ROAD, FIRST FLOOR (PART OF), SAN JUAN CAPISTRANO, CA

Greg:

Further to our recent discussions, IQ InVision, Inc. ("Tenant") has instructed Voit Real Estate Services to submit this Lease Proposal for your consideration, which sets out the broad terms and conditions upon which Tenant is prepared to enter into a lease of the abovementioned premises with Capistrano Unified School District ("Landlord").

TENANT: IQ InVision, Inc.

LANDLORD: Capistrano Unified School District

SUBJECT PREMISES: Part of the First (1st) floor, comprising approximately 1,407 rentable square feet. Please confirm the exact useable square feet and load factor in accordance with BOMA standards of measurements.

LEASE TERM &

COMMENCEMENT DATE: The proposed Lease Term shall be for approximately Thirty Nine (39) months commencing June 1st, 2010 and expiring on August 31, 2013.

EARLY OCCUPANCY: Tenant shall be granted Early Occupancy upon completion of Tenant Improvements for the purposes of relocating and installing Tenant's furniture, fixtures and equipment.

MONTHLY BASE RENT: The Monthly Base Rent shall be on a Full Service Gross basis as follows:

<u>Months</u>	<u>Monthly Base Rent/FSG</u>
01 - 12:	\$1.40 per square foot.
13 - 24:	\$1.45 per square foot.
25 - 36:	\$1.50 per square foot.
37 - 39:	\$1.55 per square foot.

FIRST MONTH'S RENT/

SECURITY DEPOSIT: Upon Lease Execution Tenant shall prepay the First Month's Rent and a Security Deposit equivalent to 100% of the last month's Monthly Base Rent.



TENANT IMPROVEMENTS: Tenant shall lease the Subject Premises subject to the following Tenant Improvements as indicated on the attached plan, to be undertaken by landlord at its sole expense:

1. Install building standard drop ceiling and lighting grid throughout.
2. Install double door entry to main open area from fire corridor.
3. Install epoxy floor finish throughout.
4. Wire for power and T1 throughout.
5. Demo internal office.

Tenant requests that Landlord prepares a preliminary space plan to determine the exact required Tenant Improvements at its sole cost.

PARKING: Tenant shall be allotted Four (4) parking stalls per 1,000 rentable square foot free of charge for the duration of the Lease Term.

USE OF PREMISES: Storage, diagnosis and repair of electrical components.

EXISTING LEASE: All other terms and conditions shall be in accordance with the existing lease between Capistrano School District and IQInvision, Inc.

REAL ESTATE BROKERS: Both Landlord and Tenant acknowledge that Voit Real Estate Services represents the Tenant in this transaction. Landlord and Tenant acknowledge and agree that they have had no dealings with any other broker, firm, person or finder in connection with the negotiation of this Lease Proposal and no other party is entitled to any commission or finder's fee in connection with this transaction. Voit Real Estate Services shall be paid a standard full commission by Landlord upon Lease Execution.

CONTINGENCIES:

1. Lease Execution.
2. This Lease Proposal shall expire unless it is responded to by Landlord prior to 6.00 pm on April 23rd, 2010.

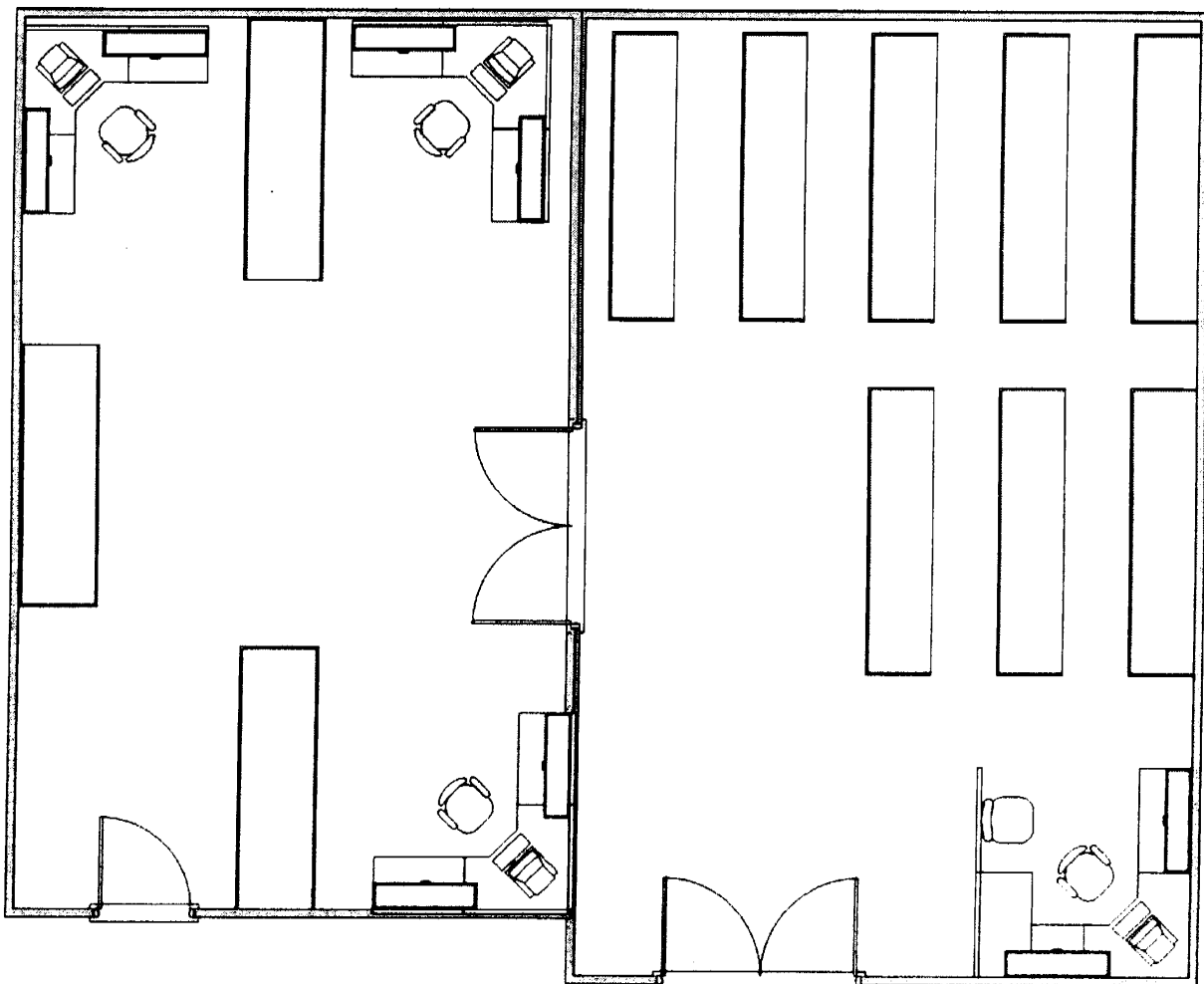
LANDLORD AND TENANT ACKNOWLEDGE THAT THIS LEASE PROPOSAL IS NOT A LEASE AND THAT IT IS INTENDED ONLY AS A BASIS FOR THE PREPARATION OF A LEASE BY LANDLORD. THE LEASE SHALL BE SUBJECT TO LANDLORD'S AND TENANT'S APPROVAL AND ONLY A FULLY EXECUTED AND DELIVERED LEASE SHALL CONSTITUTE A LEGALLY BINDING CONTRACT. VOIT REAL ESTATE SERVICES MAKES NO WARRANTY OR REPRESENTATION TO LANDLORD OR TENANT THAT ACCEPTANCE OF THIS LEASE PROPOSAL WILL GUARANTEE THE EXECUTION OF A LEASE FOR THE SUBJECT PREMISES.



Sincerely,

A handwritten signature in cursive script, appearing to read "Stefan Rogers", written over a horizontal line.

Stefan Rogers
Senior Associate
Voit Real Estate Services
2020 Main Street, Suite 100
Irvine, CA 92614
(949) 851-5100 TEL
(949) 263-5362 DIR
(949) 261-9092 FAX
(949) 677-7274 CELL
Lic.# 01376946
srogers@voitco.com





May 14, 2010

Mr. Ron Lebs
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

RE: CAPISTRANO UNIFIED SCHOOL DISTRICT
SAN JUAN CAPISTRANO, CALIFORNIA
EXCLUSIVE LISTING AGREEMENT DATED AUGUST 14, 2007

Dear Ron:

This is a written confirmation that the above referenced existing Listing Agreement shall be extended until the conclusion of negotiations and execution of a new lease agreement with "IQinVision" for the remaining vacant space within the 'C' Building at the Capistrano Unified School District Office. The vacant space is approximately 1,400 square feet and is proposed to include offices and related uses similar to the current leased space for IQinVision. All terms and conditions of the Listing Agreement shall remain in effect until that time.

If the above is acceptable as an Extension of the Listing Agreement, please sign below and return the original to us. We look forward to continuing our success in marketing the project.

Sincerely,

Gregory M. Puccinelli
Senior Vice President

cc: Scott Johnstone
Greg May

EXHIBIT B
(1 of 2)

AGREED AND ACCEPTED:

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Ron Lebs,
Deputy Superintendent

Date: _____

GRUBB & ELLIS COMPANY


By: _____
Greg May
Executive Vice President, Managing Director

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

July 13, 2010

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

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

SUBJECT: **APPROVAL: OBSOLETE AND UNUSABLE MISCELLANEOUS
DISTRICT MATERIALS**

BACKGROUND INFORMATION

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

CURRENT CONSIDERATIONS

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

FINANCIAL IMPLICATIONS

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

STAFF RECOMMENDATION

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

List of Surplus Items for July 13, 2010 Board Meeting


- 1) Form Plastic Kiss/Seal Package System (Model #HOSA-100, 114 Volt 12 Amp)
- 2) Traulsen 3-door Reach-In Refrigerator. (Not Working)
- 3) Cres-Cor, Crown-x, Model # R141F serial #BJD-K540 Refrigerator/Cold Unit

EXHIBIT A

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

July 13, 2010

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

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

SUBJECT: **APPROVAL: ADVERTISE FOR BID NO. 1011-07 – CO-CURRICULAR
BUS SERVICE**

BACKGROUND INFORMATION

The bid process provides the District an essential tool for purchasing with approved vendors to supply quality products and services using contract prices for a full twelve month period. The District uses contracted buses and drivers for co-curricular trips funded by clubs and other volunteer groups. The District also, occasionally, uses contract bus services for district-sponsored co-curricular trips when district vehicles are not available. Co-curricular bus service for the 2010/11 school year will exceed the current bid limit of \$78,500. In accordance with the requirements of the Public Contract Code Section 20111, this service is required to be competitively bid. The bidding process allows the District to secure the lowest possible prices and enter into annual contracts with vendors that meet all of the legal requirements to enable the services to be completed in a timely manner.

CURRENT CONSIDERATIONS

This agenda item pertains to the approval to advertise for bids for co-curricular bus service as needed districtwide.

Due to the size, the bid documents are posted on Capistrano Unified School District's website and can be accessed at the following link:

http://capousd.ca.schoolloop.com/cms/page_view?d=x&piid=&vpid=1260020103105

The contract documents are also on file in the Purchasing Department. Please contact Terry Fluent, Director, Purchasing.

The contract executed as a result of this bid would have an initial term of September 15, 2010, through September 14, 2011, with two (2) one year renewal periods, at the option of the Board, for a total contract term not to exceed 36 months.

FINANCIAL IMPLICATIONS

It is estimated that the annual expenditure for co-curricular bus service using this bid would be approximately \$400,000 for the 2010/11 school year. Funding will come from appropriate

Advertise for Bid No. 1011-07 – Co-Curricular Bus Service

July 13, 2010

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accounts. In addition, a number of trips may be requested and funded by ASB's and parent support groups.


STAFF RECOMMENDATION

It is respectfully recommended the Board of Trustees authorize the advertising of Bid No. 1011-07 – Co-Curricular Bus Service.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

July 13, 2010

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

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

SUBJECT: **APPROVAL: MULTI-DISTRICT COOPERATIVE BID NO. 114 -10 -
FUEL (GASOLINE AND DIESEL) – IPC (USA), INC.**

BACKGROUND INFORMATION

The bid process provides the District an essential tool for purchasing with approved vendors to supply quality products and services using contract prices for a full twelve month period. The purchase of fuel for the 2010/11 school year will exceed the current bid limit of \$78,500. In accordance with the requirement of the Public Contract Code Section 20111, this service is required to be competitively bid. The bidding process allows the District to secure the lowest possible prices and enter into annual contracts with vendors that meet all of the legal requirements to enable the services to be completed in a timely manner. Co-op Bids are one of the bid structures allowed by Public Contract Code Section 20118 and 20652 and adopted in Board Policy 3311 – Bids.

In April, 2010, eight Orange County School Districts worked together with Schools Legal Service to prepare a multi-district fuel bid with the idea of securing the best prices for gasoline and diesel fuel for school buses, “white fleet” and off-highway support units. The participating districts are Anaheim City School District, Anaheim Union High School District, Fullerton City School District, Huntington Beach Union High School District, Newport-Mesa Unified School District, Orange Unified School District, and Placentia-Yorba Linda Unified School District. The acting lead district, Newport-Mesa Unified School District, initiated the bid process.

The bid was properly advertised on May 25, 2010, and June 1, 2010, and documents were distributed to nine vendors. The bid opening was conducted on June 15, 2010, at 10:00 a.m. Six bids were received and evaluated by Newport-Mesa Unified School District Purchasing staff and the eight participating districts to insure adherence to district specifications and responsiveness. Award was based on price per gallon, octane level and delivery quantity/size. Prices utilizing the Multi-District Cooperative Bid No. 114-10 – Fuel (Gasoline and Diesel) have been researched, verified and determined to be in the best interest of the District.

Because fuel prices fluctuate daily, the bid prices are calculated by using the OPIS (Oil Price Information Service), a weekly publication of current prices and the discount offered by the successful bidders. On June 15, 2010, the OPIS shows the average price per gallon before taxes was \$2.3206 for regular and \$2.1383 for diesel in the state of California. Prices utilizing the bid

Approval Multi-District Cooperative Bid No. 114-10 – Fuel (Gasoline and Diesel) – IPC (USA), Inc.

July 13, 2010

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before taxes would have been \$2.2421 for regular gasoline and \$2.1378 for diesel, reflecting the discount structure offered in the bid.

Exhibit B is the agreement approved by Schools Legal Services. Prior to the District executing the agreement, the contractor will be required to file the following documents with the District:

1. Required Certifications of Insurance
2. Required Certifications

The term of this contract will commence on August 1, 2010, through July 31, 2013, for a total contract term not to exceed 36 months.

CURRENT CONSIDERATIONS

The agenda item pertains to the approval of Multi-District Cooperative Bid No. 114-10 – Fuel (Gasoline and Diesel) awarded to IPC (USA), Inc., as the lowest qualified bidder, as shown in Exhibit A.

Due to the size, the bid documents are posted on Capistrano Unified School District's website and can be accessed at the following link:

http://capousd.ca.schoolloop.com/cms/page_view?d=x&piid=&vpid=1260020103105

The contract documents are also on file in the Purchasing Department. Please contact Terry Fluent, Director, Purchasing.

FINANCIAL IMPLICATIONS

Expenditures to date for this fiscal year for gasoline and diesel are approximately \$600,000. Funding will come from appropriate accounts.

STAFF RECOMMENDATION

It is respectfully recommended the Board of Trustees approve the Multi-District Cooperative Bid No. 114-10 – Fuel (Gasoline and Diesel) to IPC (USA), Inc.

Supplier/Bidder	IPC, Inc.	Merrimac Energy	Petro Diamond, Inc.	Mansfield Oil, Inc.	Pro Petroleum, Inc.	SC Fuels
City	Irvine	Long Beach	Irvine	Gainesville, GA	Laguna Hills	Orange
Phone	(949) 648-5600	(800) 900-4081	(949) 553-0112	(800) 695-6626	(877) 791-4900	(714) 744-7140
Contact	Blanca Hurtado	Mary Hazelrigg	Sten Hughes	David Zarfoss	Steve Freygang	Patrick W. Barneut
Bid Documents:	Lowest Qualified Bidder					
Bid Form, signed	Yes	Yes	Yes	Yes	Yes	Yes
Designation of Subcontractors	Yes	Yes	Yes	Yes	Yes	Yes
Infor. Required of Bidder	Yes	Yes	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes	Yes	Yes
Bid Form Pricing						
87 Octane 7000-gal OPIS +	-0.0685	0.0415	-0.0030	0.0015	0.0010	-0.0063
87 Octane 3500-6999 gal OPIS +	-0.0365	0.0456	No Bid	0.0117	0.0230	0.0193
89 Octane 7000-gal OPIS +	-0.0785	0.0415	-0.0130	0.0015	0.0010	-0.0127
89 Octane 3500-6999 gal OPIS +	-0.0465	0.0550	No Bid	0.0117	0.0230	0.0093
91 Octane 7000-gal OPIS +	-0.0785	0.0325	-0.0220	0.0015	0.0010	-0.0256
91 Octane 3500-6999 gal OPIS +	-0.0465	0.0508	No Bid	0.0117	0.0230	-0.0007
TOTAL GASOLINE OPIS +	-0.3550	0.2669	-0.0380	0.0396	0.0720	-0.0167
Diesel 7000+ gal OPIS +	-0.0005	No Bid	0.0191	0.0240	0.0010	0.0153
Diesel 3500-6999 gal OPIS +	0.0315	No Bid	No Bid	0.0366	0.0230	0.0374
TOTAL DIESEL OPIS +	0.0310	0.0000	0.0191	0.0606	0.0240	0.0527
TOTAL GASOLINE/DIESEL OPIS +	-0.3240	0.2669	-0.0189	0.1002	0.0960	0.0360

AGREEMENT

THIS AGREEMENT, dated the ____ day of _____, 2010, in the County of Orange, State of California, is by and between **Anaheim City School District, Anaheim Union High School District, Capistrano Unified School District, Fullerton School District, Huntington Beach Union High School District, Newport-Mesa Unified School District, Orange Unified School District, and Placentia-Yorba Linda Unified School District**, (hereinafter referred to as "DISTRICTS"), and _____, (hereinafter referred to as "SUPPLIER").

The DISTRICTS and the SUPPLIER, for the consideration stated herein, agree as follows:

1. SUPPLIER agrees to comply with all the terms and conditions set forth in the bid documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Designation of Subcontractors, Information Required of Bidder, Noncollusion Affidavit, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, General Conditions, Special Provisions, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The bid documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. SUPPLIER shall timely perform everything required to be performed, and shall provide, furnish and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The SUPPLIER shall be liable to the DISTRICTS for any damages arising as a result of a failure to fully comply with this obligation.

3. DISTRICTS shall pay to the SUPPLIER, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as agreed to in writing, the sum of _____ Dollars (\$_____).

4. The term of this Agreement shall be three (3) years commencing August 1, 2010 and ending July 31, 2013.

5. **Time is of the essence.**

6. Termination for Convenience. Each DISTRICT shall have discretion to terminate this Agreement at any time and require SUPPLIER to cease all work under this Agreement by providing SUPPLIER thirty (30) days prior written notice of termination specifying the desired date of termination. Upon receipt of written notice of such termination, SUPPLIER shall:

(i) Cease operations as it applies to the DISTRICT in the notice;

- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the bid documents.

In case of such termination for a DISTRICT'S convenience, SUPPLIER shall be entitled to receive payment from that DISTRICT for fuel and services satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICTS.

Termination for Cause or Non-Appropriation. In the event SUPPLIER defaults in the performance of the Agreement as set forth in General Conditions Section 25(a) or, if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions Section 25(b), then this Agreement shall terminate or be suspended as set forth in General Conditions Section 25.

7. The SUPPLIER agrees to and does hereby indemnify and hold harmless the DISTRICTS, Governing Boards, officers, agents, and employees 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) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the SUPPLIER or any person, firm or corporation employed by the SUPPLIER, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICTS.

(b) Any injury to or death of any person(s), or damage, loss or theft of any property caused by any act, neglect, default or omission of the SUPPLIER, or any person, firm, or corporation employed by the SUPPLIER, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICTS property, if the liability arose due to the negligence or willful misconduct of anyone employed by the SUPPLIER, either directly or by independent contract.

The SUPPLIER, at SUPPLIER'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICTS, Governing Boards, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICTS, Governing Boards, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. SUPPLIER shall, at SUPPLIER's sole cost and expense, provide for and maintain in force and effect, from the commencement of services until expiration of this Agreement, a policy or policies of insurance covering SUPPLIER's services, and furnish to DISTRICTS a certificate of insurance evidencing all coverages and endorsements required hereunder. SUPPLIER shall require all subcontractors, if any, to take out and maintain the same insurance coverages set forth below.

Insurance for injuries including accidental death, to any one person in an amount not less than and	<u>\$ 1,000,000.00</u>
Subject to the same limit for each person on account of one accident, in an amount not less than	<u>\$ 1,000,000.00</u>
Broad Form Property Damage Insurance in an amount not less than	<u>\$ 1,000,000.00</u>
Contractual Liability Insurance in an amount not less than	<u>\$ 1,000,000.00</u>
Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined bodily injury and property damage in an amount not less than	<u>\$ 1,000,000.00</u>
Product & Completed Operations Liability	<u>\$ 1,000,000.00</u>
Statutory Workers' Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California	
An endorsement to said policy(s) naming DISTRICTS as additional insureds while rendering services under this Agreement	

Thirty (30) days written notice to DISTRICTS of cancellation or reduction in coverage.

9. If SUPPLIER is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

10. The failure of the DISTRICTS in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

11. The SUPPLIER shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the SUPPLIER shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the DISTRICTS, be terminated, revoked and annulled, and the DISTRICTS shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the SUPPLIER, and to its purported assignee or transferee.

12. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (1) If notice is given to DISTRICTS, by personal delivery thereof to DISTRICTS, or by depositing same in United States mail, enclosed in a sealed envelope addressed to DISTRICTS, and sent by registered or certified mail with postage prepaid;
- (2) If notice is given to SUPPLIER, by personal delivery thereof to said, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said SUPPLIER at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid;

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. The Agreement and bid documents are complementary, and what is called for by any one shall be as binding as if called for by all. SUPPLIER warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The SUPPLIER shall indemnify, hold harmless and defend the DISTRICTS against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA. Failure of the DISTRICTS to insist on the strict performance of the terms, conditions, and agreements of this Agreement shall not constitute or be construed as a waiver or relinquishment of the DISTRICTS' rights thereafter to enforce strict compliance with any such terms, conditions or agreements but the same shall continue in full force and effect.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of

the Governing Boards of the DISTRICTS. This Agreement shall be governed by the laws of the State of California.

15. The laws of the State of California and County of Orange shall govern the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT
Anaheim City School District

SUPPLIER

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

SUPPLIER's License No.

Tax ID No.

(CORPORATE SEAL OF SUPPLIER,
if corporation)

the Governing Boards of the DISTRICTS. This Agreement shall be governed by the laws of the State of California.

15. The laws of the State of California shall govern the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT
Anaheim Union High School District

SUPPLIER

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

SUPPLIER's License No.

Tax ID No.

(CORPORATE SEAL OF SUPPLIER,
if corporation)

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

July 13, 2010

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

FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services

SUBJECT: **CLASSIFIED PERSONNEL ACTIVITY**

BACKGROUND INFORMATION

This agenda item supports the employment, separation, and assignment adjustments of classified employees.

FINANCIAL IMPLICATIONS

Funds for these positions, activities and services are earmarked through site categorical monies, general funds, or capital projects.

STAFF RECOMMENDATION

It is respectfully recommended that the Board approve this classified employment/separation list.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING July 13, 2010
CLASSIFIED EMPLOYEES

ACCEPTED RESIGNATIONS/TERMINATIONS

<u>NAME</u>	<u>POSITION</u>	<u>REASON</u>	<u>DATE OF EMPLOYMENT</u>	<u>DATE OF SEPARATION</u>
1. Amar, Elie	Bilingual Instructional Asst	Layoff	10/29/07	08/10/10
2. Ambrosini, Linda	Instructional Asst – Sp Ed	Voluntary	01/22/07	06/23/10
3. Arias, Blanca	Bilingual Instructional Asst	Layoff	10/27/08	08/10/10
4. Barnett, Rosario	Instructional Asst	Layoff	11/30/09	08/10/10
5. Bloom, Janis	Middle School Campus Supervisor	Voluntary	10/27/08	06/23/10
6. Bordeaux, A.	Food Service Worker	Voluntary	09/04/07	06/23/10
7. Bordeaux, Serge	Food Service Worker	Voluntary	09/22/08	06/23/10
8. Burke, Terence	Instructional Asst	Layoff	01/04/10	08/10/10
9. Cassarino, Lisa	School Clerk I	Layoff	04/17/06	08/10/10
10. Castillo, Alfred	High School Campus Supervisor	Exhausted Pd Lve	10/21/96	04/26/10
11. Chan, Irene	Independence Facilitator	Voluntary	03/27/07	06/23/10
12. Costello, Christin	Health Asst	Voluntary	10/05/09	06/23/10
13. Cowan-Ruhlen, A.	Bilingual Instructional Asst	Layoff	02/08/10	08/10/10
14. Dobrilovic, Sandra	Food Service Worker	Voluntary	11/30/09	04/16/10
15. Fazio, Jennifer	Instructional Asst	Layoff	03/22/10	08/10/10
16. Forester, Sarah	Instructional Asst	Layoff	03/15/10	08/10/10
17. Gast, Lucibel	Bilingual Community Svcs Liaison	Layoff	11/03/08	08/10/10
18. Gonsalves, Corey	Academic Advisor	Voluntary	01/28/08	06/04/10
19. Groff, Dana	Preschool Resource Teacher	Layoff	11/29/05	08/10/10
20. Gutierrez, A.	Bilingual Instructional Asst	Layoff	09/04/07	08/10/10
21. Hitchman, Jeanne	Job Technician	Retirement	09/06/90	09/07/10
22. Huntley, Gina	Instructional Asst	Layoff	02/03/10	08/10/10
23. Jaccino, Robert	Buyer	Retirement	09/01/87	06/27/10
24. Jerjian, Margo	Food Service Worker	Voluntary	03/19/04	06/23/10
25. Johnson, Wendy	Instructional Asst	Layoff	11/16/09	08/10/10
26. Jones, Donice	Instructional Asst	Layoff	12/15/09	08/10/10
27. Lange, Anne	Staff Secretary	Retirement	12/01/03	06/01/10
28. Langosh, Rene	Middle School Campus Supervisor	Voluntary	01/06/03	06/23/10
29. Little, Julie	Instructional Asst – Sp Ed	Retirement	10/10/00	06/23/10
30. Liuzzi, Karen	Instructional Asst – Sp Ed	Voluntary	09/11/06	06/23/10
31. Lively, Dennis	Lead School Bus Driver	Retirement	01/17/02	06/30/10
32. Loomis, Jodi	Independence Facilitator	Voluntary	11/19/09	06/23/10
33. Mar, Araceli	Bilingual Clerk	Layoff	10/19/07	08/10/10
34. Marlow, Katchen	Preschool Teacher	Layoff	11/02/09	08/10/10
35. Medor, Sally	Instructional Asst – Sp Ed	Retirement	02/24/92	06/23/10

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING July 13, 2010
CLASSIFIED EMPLOYEES

ACCEPTED RESIGNATIONS/TERMINATIONS (Cont'd)

<u>NAME</u>	<u>POSITION</u>	<u>REASON</u>	<u>DATE OF EMPLOYMENT</u>	<u>DATE OF SEPARATION</u>
36. Mejia, Zoila	Bilingual Instructional Asst	Layoff	11/17/08	08/10/10
37. Meyer, Katrina	Instructional Asst	Voluntary	11/04/09	06/23/10
38. Meyer, Robin	Independence Facilitator	Layoff	01/26/09	08/10/10
39. Muniz, Darla	Food Service Worker	Voluntary	10/20/08	06/23/10
40. Nakakihara, Darin	Instrucitonal Asst	Layoff	01/11/10	08/10/10
41. Neyra-Reyes, N.	Bilingual Instructional Asst	Layoff	04/12/10	08/10/10
42. Nickolin, Theresa	Instructional Asst – Sp Ed	Exhausted Pd Lve	03/12/07	03/05/10
43. Novacek, Mary Jo	Elementary School Clerk	Retirement	10/19/98	06/25/10
44. O'Bard, Maryann	Infant/Toddler Care Provider	Voluntary	11/28/05	06/23/10
45. O'Brien, Charlotte	Instructional Asst	Layoff	01/25/10	08/10/10
46. Ocegueda, Alicia	Caregiver – Sp Ed	Voluntary	01/08/10	06/23/10
47. Orlando, Deirdre	Instructional Asst	Layoff	02/08/10	08/10/10
48. Pena Zamorano, M.	Bilingual Communtiy Srvc Liaison	Layoff	03/02/10	08/10/10
49. Piva, Julie	Instructional Asst	Layoff	03/22/10	08/10/10
50. Prestidge, V.	Instructional Asst – Sp Ed	Retirement	12/13/93	06/23/10
51. Primer, Marina	Instructional Asst	Layoff	04/12/10	08/10/10
52. Ramirez, Ana Maria	Instructional Asst – Sp Ed	Retirement	09/25/89	06/23/10
53. Reategui, Alonso	Bilingual Community Srvc Liaison	Layoff	03/22/10	08/10/10
54. Repaire, Vanessa	School Clerk I	Layoff	12/30/05	08/10/10
55. Saldana, Amber	Instructional Asst	Layoff	12/07/09	08/10/10
56. Stocksdales, Carol	Instructional Asst	Layoff	11/12/96	08/10/10
57. Torres, Melissa	Middle School Campus Supervisor	Voluntary	12/01/09	05/27/10
58. Toth, Jennifer	Elem Library Technician	Voluntary	09/19/05	06/23/10
59. Weinstein, M.	Instructional Asst – Sp Ed	Voluntary	09/05/08	06/23/10
60. Werve, Candace	Instructional Asst – ELD	Layoff	11/02/77	08/10/10
61. Wilson, Susan	Instructional Asst – Computer Lab	Layoff	09/06/90	08/10/10

APPROVE EMPLOYMENT

<u>NAME</u>	<u>POSITION-PART TIME</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
62. Norton, Corinne	Independence Facilitator (9mo/17.5hpw)	\$14.79 hr	R22-1	05/26/10

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING July 13, 2010
CLASSIFIED EMPLOYEES

APPROVE EMPLOYMENT (Cont'd)

<u>NAME</u>	<u>POSITION-SUBSTITUTE</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
63. Fitter, Leslie	Student Supervisor	\$10.00 hr		06/03/10
64. Lively, Dennis	School Bus Driver	\$17.66 hr	R28-1	09/08/10
65. Medor, Sally	Instructional Asst	\$14.08 hr	R20-1	09/08/10
66. Mortenson, Krista	Student Supervisor	\$10.00 hr		05/24/10
67. Munayyer, Adell	Student Supervisor	\$10.00 hr		07/01/10
68. Novacek, Mary Jo	Clerk	\$15.16 hr	R23-1	09/08/10
69. Ramirez, Ana Maria	Instructional Asst – Sp Ed	\$14.08 hr	R20-1	09/08/10
70. Zabala, Jacqueline	Caregiver	\$13.74 hr	R19-1	04/20/10

<u>NAME</u>	<u>POSITION-EXEMPT</u>	<u>SALARY</u>	<u>EFFECTIVE DATE</u>
71. Alcaraz, Brittany	Student Worker	\$ 8.00 hr	05/01-06/30/10
72. Cooper, Matthew	Student Worker	\$ 8.00 hr	05/03-06/30/10
73. Cortes-Castillo, Ismael	Student Worker	\$ 8.00 hr	05/07-06/30/10
74. Drust, Amy	ASB Worker	\$10.00 hr	03/31-05/14/10
75. Finnerty, Brendan	ASB Worker	\$10.00 hr	02/08-05/07/10
76. Fitter, Leslie	Student Supervisor	\$10.00 hr	09/08/10
77. Gibson, Melahd	Student Worker	\$ 8.00 hr	05/03-06/30/10
78. Harkey, Michael	ASB Worker	\$10.00 hr	02/08-05/07/10
79. Hornung, Christopher	ASB Worker	\$10.00 hr	03/01-06/23/10
80. Ibarra, Valeria	Student Worker	\$ 8.00 hr	05/10-06/30/10
81. Joyce, Jaime	ASB Worker	\$10.00 hr	02/27-05/14/10
82. LeVander, Chris	ASB Worker	\$10.00 hr	02/08-05/07/10
83. Marron Jr., John	ASB Worker	\$10.00 hr	08/01-06/23/10
84. Martin, Emma	Student Worker	\$ 8.00 hr	05/06-06/30/10
85. Murphy, Reiley	Student Worker	\$ 8.00 hr	05/07-06/30/10
86. Nauta, Naomi	ASB Worker	\$10.00 hr	08/01-06/23/10
87. Poitevin, Joshua	ASB Worker	\$10.00 hr	05/18-06/18/10
88. Roldan, Audriana	Student Worker	\$ 8.00 hr	05/01-06/30/10
89. Thuna, Nathan	Student Worker	\$ 8.00 hr	05/07-06/30/10
90. Vaca, Jason	ASB Worker	\$10.00 hr	05/01-06/30/10

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING July 13, 2010
CLASSIFIED EMPLOYEES

APPROVE ASSIGNMENT ADJUSTMENT

<u>NAME</u>	<u>ASSIGNMENT ADJUSTMENT</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
91. Henningson, Debbie	Buyer (12mo/40hpw)	\$4852.44 mo	R34-15	07/01/10
92. Weisberg, Elizabeth	Account Clerk III (11mo/40hpw)	\$4189.21 mo	R32-6	08/2/10

APPROVE ADDITIONAL ASSIGNMENT

<u>NAME</u>	<u>ADDITIONAL ASSIGNMENT</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
93. Dishno, Karen	Opportunity Asst (TAA Sub As Needed)	\$19.84	R24-6	04/01-06/23/10
94. Hooper, Ginger	Intermediate Office Asst (TAA NTE 135hrs)	\$21.35 hr	R25-10	06/24-07/31/10
95. Langford, Diana	Opportunity Asst (TAA Sub As Needed)	\$17.14 hr	R24-3	04/01-06/23/10
96. Sheehan, Donna	Middle School Campus Supervisor (TAA NTE 9hpw)	\$18.43 hr	R23-5	06/04-06/23/10
97. Vermillion, Diana	Opportunity Asst (TAA Sub As Needed)	\$19.84 hr	R24-6	04/01-06/23/10

APPROVE TAA PAY @ REGULAR RATE OF PAY

<u>NAME</u>	<u>ADDITIONAL ASSIGNMENT</u>	<u>EFFECTIVE DATE</u>
98. Conroy, Ana	Independence Facilitator (TAA NTE 6.5hrs)	01/20-06/23/10
99. Hipolite, Nancy	Independence Facilitator (TAA NTE 60hrs)	05/12-06/23/10
100. Kromer, Beverly	Independence Facilitator (TAA NTE 16hrs)	06/09-06/10/10
101. Marmolejo, Marco	Bilingual Community Svcs Liaison (TAA NTE 30hrs)	02/01-06/30/10
102. Montross, Christine	Independence Facilitator (TAA NTE 17hpw)	05/03-06/23/10

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING July 13, 2010
CLASSIFIED EMPLOYEES

APPROVE TAA PAY @ REGULAR RATE OF PAY (Cont'd)

<u>NAME</u>	<u>ADDITIONAL ASSIGNMENT</u>	<u>EFFECTIVE DATE</u>
103. Paul, Margaret	Independence Facilitator (TAA NTE 70hrs)	05/12-06/23/10
104. Reed, Carmen	Independence Facilitator (TAA NTE 6hrs)	05/20/10
105. Zine, Lindsey	Independence Facilitator (TAA NTE 34hrs)	05/12-06/23/10

APPROVE PROMOTION

<u>NAME</u>	<u>PROMOTION</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
106. Mannaert, B.	IBI Asst/Tutor (11mo/40hpw)	\$16.30 hr	R24-2	04/26/10
107. Quinn, Mardi	Middle School Office Manager (11mo/40hpw)	\$4089.46 mo	R33-5	08/02/10
108. Rodriguez, Laura	Lead Food Service Worker II (Temp/40hpw)	\$18.48 hr	R31-1	06/01-06/23/10
109. Scott, Connie	Executive Secretary to the Superintendent (12mo/40hpw)	\$86,836 yr	R30-20	07/01/10

APPROVE SUBSTITUTE SUMMER EMPLOYMENT

<u>NAME</u>	<u>POSITION</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
110. Hunstien, Ellen	Instructional Asst – Preschool	\$17.97 hr	R20-6	06/28-07/29/10
111. Sanvictores, Eileen	Instructional Asst – Preschool	\$16.30 hr	R20-4	06/28-07/29/10
112. Wendy, Anita	Independence Facilitator	\$16.31 hr	R22-3	06/28-07/29/10

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

July 13, 2010

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

FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services

SUBJECT: **CERTIFICATED PERSONNEL ACTIVITY**

BACKGROUND INFORMATION

This agenda item supports the employment, separation, and additional assignments of certificated employees.

FINANCIAL IMPLICATIONS

Funds for these positions, assignments, and services are earmarked through site categorical monies and/or general funds.

STAFF RECOMMENDATION

It is respectfully recommended that the Board approve this certificated employment/separation list.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING, July 13, 2010
CERTIFICATED EMPLOYEES

ACCEPT RESIGNATIONS/TERMINATIONS

<u>NAME</u>	<u>POSITION</u>	<u>REASON</u>	<u>DATE OF EMPLOYMENT</u>	<u>DATE OF SEPARATION</u>
1. Campbell, Sheri	Teacher	Retirement	09/03/96	06/23/10
2. Carroll, Marillee	Teacher	Retirement	09/07/77	06/24/10
3. Casteel, Jan	Psychologist	Retirement	05/15/89	06/30/10
4. Delesie, Cynthia	Teacher	Retirement	08/31/90	08/01/10
5. Gaunt, Susan	Teacher	Retirement	09/05/78	06/23/10
6. Gray, Patricia	Teacher	Retirement	09/08/75	06/23/10
7. Hongola, Elizabeth	Teacher	Retirement	09/03/96	06/24/10
8. Kucera, Lee	Teacher	Retirement	02/04/80	06/23/10
9. Logmann, Christina	Teacher	Retirement	03/03/75	07/01/10
10. Lus, Ellen	Teacher	Retirement	10/12/87	06/30/10
11. McIlwee, Jay	Teacher	Retirement	09/15/71	06/23/10
12. McIntosh, Martha	Teacher	Retirement	08/30/71	06/23/10
13. Mooney, Jennifer	Teacher	Other Employ	08/22/03	06/23/10
14. Olinger, Robert	Teacher	Retirement	09/10/74	06/24/10
15. Page, Marjorie	Teacher	Retirement	09/11/73	06/23/10
16. Reames, William	Teacher	Retirement	09/01/87	06/25/10
17. Records, Lynn	Teacher	Retirement	09/09/09	06/25/10
18. Van Linge, Mona	Teacher	Retirement	09/05/78	06/23/10
19. Williams, Carolyn	Teacher	Retirement	09/06/86	06/23/10

APPROVE HOME/HOSPITAL TEACHERS

Pay @ \$35.00 per hour

20. Carman, Denene	25. Marzolo, Gary
21. Dul, Kylie	26. Rhodes, Mariela
22. Finnsson, Jamie	27. Richardson, Kimberly
23. Havens, Carole	28. Summers, Robert
24. Herwig, Christopher	29. Yi, Eunice

APPROVE HOURLY TEACHERS

Pay @ \$18.00 per hour

02/15/10-06/24/10

30. Rose, Renee

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING, July 13, 2010
CERTIFICATED EMPLOYEES

APPROVE SUBSTITUTE TEACHERS

Pay @ \$90.00 per day

31. Adolf, Robert	71. Chapel, Sandra
32. Ahn, Lamont	72. Chavez, Jennifer
33. Allee, Tamara	73. Cheng, Joshua
34. Allen Dominguez, Colleen	74. Childress, Allen
35. Anderson, MaryBeth	75. Chilver, Alexandria
36. Anderson, Christina	76. Christensen, David
37. Angotti, Roberto	77. Cieminis, Elizabeth
38. Anthony, Emi	78. Clarke, Erin
39. Arbuckle, Janet	79. Collins, Stephen
40. Arce, Rudy	80. Cooper, Stephanie
41. Arenas, Hector	81. Cooper, Marla
42. Arman, Carrie	82. Cope, Ann
43. Arndt, Mary	83. Crowell, Erica
44. Avalos, Johannes	84. Cueva, Sandra
45. Baker, Bradford	85. Curry, Michelle
46. Ballard, Kristen,	86. Dabbah, May
47. Baranski, Dawn	87. Daly, Lisa
48. Barber, Angela	88. De Avila, Lisa
49. Barr, Kaylee	89. De La Maza, Helen
50. Basich, Christopher	90. De Luca, Michael
51. Beach, Nancy	91. Dear, Debra
52. Beckley, Dawn	92. Denny, Andrew
53. Bell, Barbara	93. Deweese, Kathleen
54. Bellavia, Kelsey	94. Dickerson, Kristi
55. Berman, Lisa	95. Divine, Jr., Brian
56. Billah, Ayman	96. Dobyns, Michael
57. Black, Dustin	97. Dominquez, Tiara
58. Boone, Honor	98. Dorsey, Mary
59. Boyer, Mary Beth	99. Drennan, Michelle
60. Brierley, Magdalena	100. Drucke, Carl
61. Brown, Vanessa	101. Drucker, Marc
62. Brown, Charlaine	102. Duarte, Andrew
63. Brown, Mary	103. Dzierzynski, Ronald
64. Bui, Huong	104. Edwards, Azure
65. Bukovskis, Lance	105. Eklund, Julie
66. Brunham, Aubri	106. Espinosa, Lyndsay,
67. Caldwell, Scott	107. Evans, Marian
68. Catanach, Kelsey	108. Fausto, David
69. Cedarholm, William	109. Fiacco, Cyndi
70. Chambers, Wyatt	110. Fillhart, Misti

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING, July 13, 2010
CERTIFICATED EMPLOYEES

- | | |
|---------------------------------|-----------------------------|
| 111. Fortier ,Susan | 153. Jackson, Boake |
| 112. Foschetti, Frances | 154. Jaffe, Jay |
| 113. Franco, Douglas | 155. Jalalian, Denyve |
| 114. Frederick, Jolene | 156. Jelden, Ivy |
| 115. Gamache, Pamela | 157. Johnson, Jay |
| 116. Gamboni Short, Tamara | 158. Jones, Donice |
| 117. Ganatra, Nikiti | 159. Jones, Karen |
| 118. Garcia, Jennifer | 160. Jones, Keith |
| 119. Garza, Armando | 161. Joseph, Kathleen |
| 120. Gerwatosky, Kimberly | 162. Kagel, Allison |
| 121. Goff, Christine | 163. Kahler, Christina |
| 122. Goldstein, Earl | 164. Kane, Hannie |
| 123. Gonzales Goodner, Patricia | 165. Karr, Robert |
| 124. Gonzalez, Shari | 166. Kendrick, Pauline |
| 125. Gonzalez, Cecilia | 167. Kerr, Preston |
| 126. Gonzalez, Gabriel | 168. Killingsworth, Sarah |
| 127. Goode, Robert | 169. Klaren, Patrick |
| 128. Grossman-Gonzalez, Kathy | 170. Klein, Joan |
| 129. Gruenewald, Cheryl | 171. Knight, Tiffany |
| 130. Guitron, Jenni | 172. Kreitl, Felicia |
| 131. Gutierrez Jr., Robert | 173. Krone, Any |
| 132. Hahlbohm, Jamie | 174. Kugel, Kathleen, |
| 133. Hakobyan, Grigor | 175. Kuhlmann, Rainer |
| 134. Hanson, Linda | 176. Kuruppu, Maduka |
| 135. Haskins, Drake | 177. Kuttel, Gwendolyn |
| 136. Hayden, Krista | 178. La Bahn, Rosemarie |
| 137. Hecht, Joanne | 179. Lake, Tegan |
| 138. Henry, Kelly | 180. Lam, Kevin |
| 139. Henry, Jeremy | 181. Lanzezio, Catherine |
| 140. Henry, Lindsay | 182. Lavin, Maria |
| 141. Herron, Kinzi | 183. Le, Connie |
| 142. Hickey, Siobhan | 184. Le, Sarah |
| 143. Hicks, Kim | 185. Leckey, James |
| 144. Higley, Richard | 186. Ledoux, Nicole |
| 145. Hinkle, Christine | 187. Lengyel-Leahu, Kristia |
| 146. Hogan-Miertschin, Lauren | 188. Link, Teresa |
| 147. Holman, Lori | 189. Linvingston, April |
| 148. Holt, Anita | 190. Livingston, Carolyn |
| 149. Honch, Heather | 191. Lloreda, Karen |
| 150. Horner, Vanessa | 192. Long, Shelby |
| 151. Hughes, Nancy | 193. Lopez, Lupe |
| 152. Hughes, Robert | 194. Lopez, Venencio |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING, July 13, 2010
CERTIFICATED EMPLOYEES

195. Lozano, Pablo	237. Pellow, Lindsey
196. Lumley, Marisa	238. Pena, Irma
197. Luna, Alfonso	239. Perales, Lisa
198. Maas, Tessa	240. Perkins, Melissa
199. MacLaughlin, Colleen	241. Peterson, Jacquelyn
200. Maez, Angie	242. Peterson, Paula
201. Maggipinto, Cheryl	243. Phan, Y.
202. Mallik, Shailee	244. Phillips, Kellyann
203. Marshak, Pamela	245. Phillips, Tanya
204. Mathong, Tipawan	246. Pirro, Brooks
205. McCord, Suzanne	247. Pisel, Crystal
206. McCracken, Mark	248. Prado, Rafael
207. McIntosh, Kelly	249. Pratt, Pamella
208. McIntrye-Dozier, Beoulah	250. Primer, Marina
209. McKeehan, James	251. Quinones, Benjamin
210. Meissner, Andrea	252. Ragge-Outsen, Amanda
211. Meyer, Katrina	253. Ray, Anu
212. Meyers, Diana	254. Reed, Lisa
213. Miers, Paula	255. Rice, David
214. Milano, Catherine	256. Richards, Laura
215. Molinari, Giuliana	257. Ricotta Jr., Michael
216. Mora, Richard	258. Riff Vezina, Jaime
217. MoraMarco, Christina	259. Rimdzius, Stephanie
218. Moran, Sean	260. Ring, Jennifer
219. Moret, Liza	261. Rivera, Mary
220. Morgan, Elizabeth	262. Roby, Shayn
221. Morgan, Shelly	263. Roche, Dan
222. Murphy, Kathleen	264. Rollins, Lynn
223. Murray, Kristin	265. Ronald, Cortney
224. Newton, Leah	266. Ross, Paul
225. Nguyen, Timothy	267. Rozales-Breig, Marie
226. Novacek, Natalia	268. Ruff, Debra
227. O'Donnell, Kelly	269. Sabia, Mary
228. Olson, Hillary	270. Sabido, Linda
229. Olson, Laura	271. Samsen, Edward
230. Olson, Trina	272. Sanchez De Docheff, Francia
231. Wrttega, Vanessa	273. Sandlin, Devon
232. Owens, Melissa	274. Sauerbrey, Michael
233. Park, Christine	275. Scherr, Brittany
234. Parker, Whytnie	276. Schilling, Wendy
235. Parks, Elizabeth	277. Schlueter, Brandi
236. Parks, Michael	278. Schmidt, Michael

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING, July 13, 2010
CERTIFICATED EMPLOYEES

279. Schoening, Josh	304. Thede, Sara
280. Senesi, Timothy	305. Thibodeau, Theresa
281. Sensenich, Lisa	306. Tibbits, Therese
282. Servin, Bulamaro	307. Updike, Sharon
283. Sexton, Sadie	308. Vanderhoff, Kathleen
284. Simpson, Lucas	309. Vaught, Jasoh
285. Sims, Joanne	310. Veth, Helen
286. Singh, Geri	311. Vilander, Katherine
287. Smith, Alene	312. Vivian, Veronica
288. Smith, Erin	313. Vona, Margaret
289. Smith, Mark	314. Wallevand, Nicole
290. Smith, Lateefah	315. Warner, Wesley
291. Sobh, Sabah	316. Wells, Alicia
292. Sommerville, Nancy	317. Wells, Annelle
293. Starr-Hofseth, Sherrilyn	318. West,, Deena
294. Stavros, Lauren	319. Westland, Karen
295. Steinlake, Eric	320. Wetlesen, Sandy
296. Stork, Micah	321. White, Joan
297. Stover, Corinne	322. Wilkes, Theresa
298. Suman, Cindy	323. Wong, Kathy
299. Swanson, Nancy	324. Woodard, Kathleen
300. Tanedo, Candida	325. Wright, Mary
301. Tellez, Andrea	326. Young, Jill
302. Terry, Mykeal	327. Young, Matthew
303. Tetley, Jenny	328. Zappas, Renee

APPROVE SUMMER SCHOOL

District Nurse – Health Services

Not to exceed 144 hours @ per rate of pay

06/28/10-08/04/10

329. Harman, Nancy
330. Karolys, Andrea

331. Roche, Ann

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING, July 13, 2010
CERTIFICATED EMPLOYEES

APPROVE ADDITIONAL ASSIGNMENTS

332. To Teach After School Intervention Classes

Not to exceed 129 total hours instructional pay @ 35.00 per hour 04/12/10-05/28/10

Preparing/Participating in Family Life Training – Multiple Sites

Not to exceed 12 hours non-instructional pay @ \$30.00 per hour 04/01/10-06/23/10

333. Aguilera, Dana

334. Houston, David

Saturday School Supervision – Multiple Sites

Not to exceed 8 hours instructional pay @ \$35.00 per hour 04/12/10-06/23/10

335. Gonzalez, Armando

337. Williamson, Sean

336. Szczudlak, Lisa

Science Discovery Day – Castille

Not to exceed 6 hours non-instructional pay @ \$30.00 per hour 04/16/10

338. Giacchino, Corinne

Homework Club – Moulton

Not to exceed 110 hours instructional pay @ \$35.00 per hour 01/04/10-06/20/10

339. Sanchez de Docheff, Francia

Prep Time for After School Intervention Classes – San Juan Elem.

Not to exceed 16 hour non-instructional pay @ \$30.00 per hour 04/12/10-05/28/10

340. Ramirez, Theresa

Emergency Preparedness - VDMES

Not to exceed 16 hours non-instructional pay @ \$30.00 per hour 04/21/10-04/25/10

341. Clark, Gwen

342. Ortiz, Ryan

Intervention Teacher – MFMS

Not to exceed 160 hours @ \$18.00 per hour 03/22/10-06/23/10

343. Royal, Susan

ELD Advisor – SJHHS

Not to exceed 50 hours non-instructional pay @ \$30.00 per hour 09/01/10-06/30/10

344. Villalba, Fernanda

SETPD Classes – SETPD Grant

Not to exceed 12 hours non-instructional pay @ \$30.00 per hour 04/15/10-06/10/10

345. Robinson, Katie

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING, July 13, 2010
CERTIFICATED EMPLOYEES

APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

Charter School Case Management – Special Education

Not to exceed 60 hours non-instructional pay @ \$30.00 per hour

05/20/10-06/20/10

346. Brady-Nelson, Karen

APPROVE ASSIGNMENT ADJUSTMENTS

<u>NAME</u>	<u>PREVIOUS ASSIGNMENT</u>	<u>NEW ASSIGNMENT</u>	<u>EFFECTIVE DATE</u>
347. Guarino, Jody	Teacher – 50%	ETAP II – 50%	01/12/10
348. Ortiz, Ryan	ETAP I	ETAP II	05/21/10


APPROVE LEAVES OF ABSENCE

<u>NAME</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
349. Moore, Courtney	Personal	2010/2011
350. Orndorff, Mathew	Personal	2010/2011
351. Reece, Megan	Personal	2010/2011
352. Sain, Shalico	Personal	2010/2011
353. Tisdale, Angela	Child Care	09/07/10-11/29/10

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

July 13, 2010

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

FROM: Jodee  Prentlinger, Assistant Superintendent, Personnel Services

SUBJECT: **QUARTERLY REPORT ON COMPLAINTS RELATIVE TO THE
WILLIAMS SETTLEMENT UNIFORM COMPLAINT PROCEDURE**

BACKGROUND INFORMATION

As a result of the Williams Settlement, Education Code Section 35186 mandates that school districts establish policies and procedures to resolve deficiencies related to instructional materials, facilities conditions posing a threat to student/staff health or safety, and teacher vacancies or misassignments.

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 fourth quarter of the 2009-10 school year. These reports are received and 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

With no Williams Complaints received there are no financial implications in the Board's acceptance of this report.

STAFF RECOMMENDATION

It is respectfully recommended that the Board accept this report as an informational item. No formal action is necessary at this time.

2009-2010 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, 2009 | Report due by October 30, 2009 |
| <input type="checkbox"/> Quarter #2 October 1 to December 31, 2009 | Report due by January 29, 2010 |
| <input type="checkbox"/> Quarter #3 January 1 to March 31, 2010 | Report due by April 30, 2010 |
| <input checked="" type="checkbox"/> Quarter #4 April 1 to June 30, 2010 | Report due by July 30, 2010 |

Date for information to be reported publicly at governing board meeting: July 13, 2010

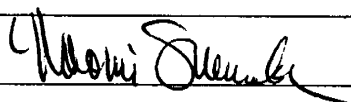
Please check the box that applies:

- ☒ 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
Textbook and Instructional Material	0		
Teacher Vacancy or Misassignment	0		
Facility Conditions	0		
CAHSEE Intensive Instruction & Services (High school districts only. All other districts answer N/A)	0		
TOTALS	0		

Print name of Superintendent: Naomi Suenaka, Administrator In Charge

Signature of Superintendent:



Date: 6-30-2010


Please submit to:

Karol Gartner
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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

July 13, 2010

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

FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services 

SUBJECT: **DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS**

BACKGROUND INFORMATION

Education Code Section 80026 requires that a *Declaration of Need for Fully Qualified Educators* be on file with the appropriate County Office of Education before the beginning of a new school year and shall remain in force until the end of that academic year. (A *Declaration of Need* is necessary if there is an insufficient number of qualified applicants.)

CURRENT CONSIDERATIONS

The purpose of this agenda item is to request approval by the Board of Trustees for a *Declaration of Need for Fully Qualified Educators*, Exhibit A. Submission of this declaration does not commit the district to issuing short term staff permits or emergency credentials, but rather is submitted as a matter of routine in the event it becomes necessary to employ such individuals.

Based on past and current trends, the 2010-11 *Declaration of Need* enables the district to request special teaching permits in hard-to-fill areas such as Special Education (Deaf and Hard of Hearing, Moderate/Severe, Pre-School), and single subjects (Spanish, Physics, Chemistry). This year, there is an expected increase in CLAD/EL Authorizations as the district moves a year closer to full implementation of its Comprehensive EL Authorization Plan.

A *Declaration of Need* must be filed prior to the beginning of the school year, even though there is no way to determine if there will be a need to employ teachers. However, if the Board of Trustees has not approved the appropriate declaration for the upcoming year, the district is precluded from hiring such individuals should the need arise.

FINANCIAL IMPLICATIONS

There is no financial impact to the general fund in the Board's acceptance of this declaration.

STAFF RECOMMENDATION

It is respectfully recommended the Board of Trustees approve Exhibit A, *Declaration of Need for Fully Qualified Educators*.



DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- ☒ Original Declaration of Need for year: 2010/11
☐ Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Capistrano Unified School District District CDS Code: 30

Name of County: Orange County CDS Code: 66464

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 07 / 13 / 10 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2011.

Submitted by (Superintendent, Board Secretary, or Designee):

Jodee Brentlinger

Name

Signature

Asst Superintendent, Personnel

Title

949.487.1453

Fax Number

949.234.9386

Telephone Number

7/14/2010

Date

33122 Valle Rd, San Juan Capistrano, CA 92675

Mailing Address

jbrentlinger@capousd.org

E-Mail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

_____ Name	_____ Signature	_____ Title
_____ Fax Number	_____ Telephone Number	_____ Date
_____ Mailing Address		
_____ E-Mail Address		

- This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
<input checked="" type="checkbox"/> CLAD/English Learner Authorization (applicant already holds teaching credential)	125
<input type="checkbox"/> Bilingual Authorization (applicant already holds teaching credential)	0
List target language(s) for bilingual authorization: _____	
<input checked="" type="checkbox"/> Resource Specialist	1
<input type="checkbox"/> Teacher Librarian Services	0
<input type="checkbox"/> Visiting Faculty Permit	0

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	0
Single Subject	5
Special Education	5
TOTAL	10

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?

☐

Yes

☒

No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program?

☒

Yes

☐

No

If yes, how many interns do you expect to have this year? 10

If yes, list each college or university with which you participate in an internship program.


UC Irvine, CSU Fullerton, CSU Long Beach, CSU San Marcos, Chapman University,
National University, Azusa Pacific University, Concordia University

If no, explain why you do not participate in an internship program.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

July 13, 2010

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

FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services 

SUBJECT: **INTERN PROGRAM PARTICIPATION AGREEMENTS**

BACKGROUND INFORMATION

To meet the growing demand of employing qualified teachers in hard-to-fill areas such as Special Education, Mathematics, Science, Foreign Language and English, Personnel Services has recruitment options. In order to exercise these options for attracting and training high quality candidates, the district has partnered with the following institutions to offer intern training programs:

- Azusa Pacific University
- California State University, Fullerton (CSUF)
- California State University, San Marcos (CSUSM)
- Chapman University
- National University
- Orange County Department of Education (OCDE)
- University of California, Irvine (UCI)

CURRENT CONSIDERATIONS

Interested individuals register as students at one of the partner universities. Prerequisite coursework is completed during the spring and summer semesters prior to beginning an intern assignment. Current or laid off employees can transition into an Intern program as a way of obtaining an additional teaching credential while ensuring compliance with the highly qualified teacher provision of NCLB.

Interns are paired with a CUSD experienced mentor teacher to ensure support and guidance is provided in the development of sound instructional practices.

FINANCIAL IMPLICATIONS

There is no additional financial impact to the general fund. Interns fill existing vacancies and are placed on the appropriate column of the Certificated Salary Schedule. Alternative Certification grant funds are used to enhance university stipends provided to mentor teachers and District Intern supervisors.


STAFF RECOMMENDATION

It is respectfully requested that Capistrano Unified School District continue to participate in Intern Partnership Agreements with the above-mentioned universities to train and recruit certificated employees for hard-to-fill teaching positions.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

July 13, 2010

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

FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services 

SUBJECT: **STUDENT TEACHING AGREEMENT –
NORTHERN ARIZONA UNIVERSITY**

BACKGROUND INFORMATION

During the school year, master teachers are selected to work with student teachers to fulfill the requirements for student teaching at various Institutes of Higher Education (IHE). Student teaching is the fieldwork experience necessary to earn a Teaching Credential. Each university specifies the dollar amount it will pay its master teachers for the supervision of student teachers.

CURRENT CONSIDERATIONS

This agenda item presents for Board approval a new Student Teaching Agreement with Northern Arizona University, Exhibit A. CUSD partners with out-of-state colleges and universities in order to broaden the ability to support aspiring teachers in hard to fill subject areas (i.e.: special education, science, math, foreign language). This new agreement has the university compensating master teachers directly, thus eliminating the payment process previously involving CUSD staff.

FINANCIAL IMPLICATIONS

There is no financial impact to the general fund. There is a positive impact on the work schedules of our employees in the Personnel Accounting and Payroll departments. The university will pay the stipend directly to the master teacher.

STAFF RECOMMENDATION

It is respectfully recommended that the Board approve the Student Teaching Agreement to extend the field-based support for developing teachers with Northern Arizona University, Exhibit A.

STUDENT TEACHING AGREEMENT
(formerly known as Directed Teaching)

This agreement entered into this 11th day of June, 2010, by and between the Arizona Board of Regents for and on behalf of Northern Arizona University (hereinafter referred to as the "University") and the Capistrano Unified School District (hereinafter referred to as the "District") in the state of California.

WITNESSETH

Whereas, the governing board of any District is authorized to enter into agreements with any university or college accredited as a teacher education institution, to provide teaching experience through student teaching to students enrolled in teacher education curricula of such institution; and

Whereas, any such agreement may provide for the payment in money or in services for the services rendered by the District in an amount not to exceed the actual cost to the District of the services rendered by the District:

Now, therefore, it is mutually agreed between the parties hereto as follows:

SPECIAL PROVISIONS

TERM: The term of this Agreement shall be from July 1, 2010 to June 30, 2011 and each year thereafter, not to exceed a period of five years, until the Agreement is terminated by either party.

SERVICES: Not to exceed Student Teaching Assignments per semester.

RATE AND AMOUNT: \$360.00 Master Teacher Stipend per semester of full-time student teaching, consisting of six (6) units.

Student supervisor shall be paid \$500.00 plus mileage at \$0.445/mile and shall meet with the student teacher five (5) times throughout the semester.

GENERAL TERMS

1. The District shall provide teaching experience through student teaching to schools and classes of the District, not to exceed the number of student teaching assignments set forth in the special provisions. Such student teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon.

2. The District may, for good cause, refuse to accept for student teaching any student of the University assigned to student teaching in the District. The University shall terminate the assignment of any student of the University to student teaching in the District.
3. "Student teaching" as used herein and elsewhere in this Agreement means active participation in the duties and function of classroom teaching under the direct supervision and instructions of employees of the District who hold valid clear teaching credentials issued by the State of _____, authorizing them to serve as classroom teachers in the schools and classes in which the student teaching is provided, and that they have completed a minimum of three (3) years successful teaching experience.
4. The University shall pay the Cooperating Teacher and University Supervisor directly for all services under this agreement at the aforesaid rates for each session of full-time student teaching or part-time student teaching provided by the District pursuant to this agreement.
5. "Session of student teaching" as used herein and elsewhere in this Agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this the elementary credential candidate receives six (6) semester units of practice teaching credit) and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this the secondary credential candidate receives six (6) semester units of practice teaching credit). The credential candidate must complete two sessions for a minimum total of sixteen (16) weeks.
6. An assignment of a student of the University to student teaching in classes of schools of the District shall be for one (1) or two (2) sessions as mutually agreed between the University and the District.
7. The assignment of a student of the University to student teaching in the District shall be deemed to be effective for the purposes of this Agreement as of the date the student presents to the proper authorities of the District the assignment papers or other document provided by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.
8. In the event the assignment of a student of the University student teaching is terminated by the University for any reason after the student has been in student teaching and has been at the assignment for a minimum of two (2) weeks, the District shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment to exceed no more than six (6) units per session of terminated assignment.
9. Notwithstanding any other provisions of this agreement, the University shall not be obligated by this Agreement to pay the District any amount in excess of the total sum set forth in the section on special provisions.

10. Insurance Requirements

- A. Northern Arizona University shall maintain adequate insurance (through the State's Risk Management Division, which is a self-insurance program) to cover any liability arising from the acts and omissions of Northern Arizona University students participating in this professional internship program. The University shall not be responsible for maintaining insurance coverage for liability arising from the acts and omissions of School District employees or agents.

School District shall maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of School District employees or agents. School District shall not be responsible for maintaining insurance coverage for liability arising from the acts and omissions of Northern Arizona University students.

- B. The students involved in this program are not covered by the University's Worker's Compensation policy and are made aware of such prior to placement.
 11. The parties agree to comply with Arizona Executive Order 99-4, prohibiting discrimination in employment by government contractors, to the extent applicable to this contract.
 12. The parties agree that this contract may be cancelled for conflict of interest in accordance with A.R.S. 38-511.
 13. All contract claims and controversies arising under this contract shall be resolved pursuant to Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809(C).
 14. This contract may be cancelled without any further obligation on the part of the Arizona Board of Regents and Northern Arizona University in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. The District shall be notified in writing of such non-appropriation at the earliest opportunity.
 15. All books, accounts, reports, files and other records relating to this contract shall be subject at all reasonable times to inspection and audit by the Arizona Board of Regents, Northern Arizona University or the Auditor General of the State of Arizona, or their agents for five (5) years after completion of this contract. Such records shall be produced at Northern Arizona University, or such other location as designated by Northern Arizona University, upon reasonable notice to the District.
 16. Notice to NAU:
College of Education
Office of Student Services
P.O. Box 5774
Flagstaff, AZ 86011
- Notice to _____ School District:
- _____
- _____
- _____

Execution of this Agreement is hereby requested.

School District

The Arizona Board of Regents
for and on behalf of
Northern Arizona University

By _____

By  _____

Liz Grobsmith, Ph.D.

Its _____

Its Provost and Vice President for Academic Affairs

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the _____
_____ School District, hereby certify that the following is true and exact
copy of a portion of the minutes of a regular meeting of said Board held on _____.

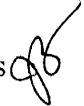
“It was moved, seconded and carried that the attached contract with Northern Arizona University
whereby students may be assigned to the schools in the school district for student teaching, be a
approved; and the Secretary to the Board is hereby authorized to execute the same.”

Signed _____
Secretary Clerk to the Governing Board

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

July 13, 2010

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

FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services 

SUBJECT: **STUDENT TEACHING AGREEMENT –
CALIFORNIA STATE UNIVERSITY, LONG BEACH**

BACKGROUND INFORMATION

During the school year, master teachers are selected to work with student teachers to fulfill the requirements for student teaching at various Institutes of Higher Education (IHE). Student teaching is the fieldwork experience necessary to earn a California Teaching Credential. Each university specifies the dollar amount it will pay its master teachers for the supervision of student teachers.

CURRENT CONSIDERATIONS

This agenda item presents for Board approval a new Student Teaching Agreement with California State University, Long Beach, Exhibit A. This new agreement has the university compensating master teachers directly, thus eliminating the payment process previously involving CUSD staff.

FINANCIAL IMPLICATIONS

There is no financial impact to the general fund. There is a positive impact on the work schedules of our employees in the Personnel Accounting and Payroll departments. The university will pay the stipend directly to the master teacher.

STAFF RECOMMENDATION

It is respectfully recommended that the Board approve the Student Teaching Agreement to extend the field-based support for developing teachers with California State University, Long Beach, Exhibit A.



Agreement Number: _

CALIFORNIA STATE UNIVERSITY, LONG BEACH
GENERAL PROVISIONS AGREEMENT
for CANDIDATE FIELDWORK IN COOPERATING SCHOOL DISTRICTS

This Agreement is between the Trustees of the California State University (CSU) on behalf of California State University Long Beach, hereinafter called "University," and _____, hereinafter called "District," for fieldwork by University students at District in accordance with the attached Exhibits which by this reference are incorporated into and made part of this agreement. It is understood that the General Provisions and Exhibits A-E pertain to all University programs.

_____ Early Fieldwork	Exhibit A	Specific Protocol, consisting of <u> 1 </u> page
_____ Basic Credential Programs	Exhibit B	Specific Protocol, consisting of <u> 7 </u> pages
_____ Educational Administration	Exhibit C	Specific Protocol, consisting of <u> 3 </u> pages
_____ School Counseling	Exhibit D	Specific Protocol, consisting of <u> 3 </u> pages
_____ School Psychology	Exhibit E	Specific Protocol, consisting of <u> 3 </u> pages

GENERAL PROVISIONS

Indemnification and Insurance

University and District shall each be responsible for damages caused by the negligence of its directors, officers, agents, and employees occurring in the performance of this Agreement. The provisions of this paragraph, as intended by University and District, shall be interpreted to impose on each party responsibility for the negligence of their respective officers, agents, and employees.

Each party shall maintain commercial general liability or a program of self insurance with limits of not less than \$1 million per occurrence.

University does not provide medical, health, or non-travel accident insurance for students participating in field placements.

Should District require proof of professional liability insurance coverage, the participating student is responsible to obtain such proof from the University Office of Risk Management.

Workers' compensation insurance coverage for students shall be provided by District.

Services Responsibility

The District retains professional and administrative responsibility for the services rendered at the District.

Student Safety and Personal Risk

The District shall inform the participating student of any potential health or safety risks associated with their field placement.

Non-Discrimination

District shall not employ any discriminatory practice in its performance hereunder, including its employment practices, on the basis of sex, race, color, religion, national origin, ethnic group, marital or parental status, ancestry, age, sexual orientation, or physical or mental disability or the perception of one or more of such characteristics.

Independent Status

This Agreement is between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Term of Agreement

The term of this Agreement shall be operative from date of full execution until 5/31/15. However, either party may cancel this Agreement upon thirty (30) days written notice.



Confidentiality

All parties shall abide by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 Privacy Rule, which provides for comprehensive Federal protection for the privacy of personal health information.

University

California State University Long Beach
1250 Bellflower Blvd., BH-346
Long Beach, CA 90840-0123

School District

Phone Number

Fax Number

Authorized Signature
Carolyn Dersch
Contracts Specialist

Authorized Signature

Print Name and Title

Date: _____

Date: _____

**CALIFORNIA STATE UNIVERSITY, LONG BEACH
DISTRICT AFFILIATION AGREEMENT**

**Exhibit A
EARLY FIELDWORK**

WHEREAS, the District is authorized to enter into agreements with the University to provide early fieldwork experiences for students enrolled in University programs to prepare educational professionals, NOW, THEREFORE, it is mutually agreed between the University and the District as follows:
The State University and the District are as follows:

California State University, Long Beach
1250 Bellflower Blvd, BH-345
Long Beach, CA 90840

«FacilityName»
«FacilityAddress»
«FacilityCity», «FacilityState» «FacilityZip»

SPECIAL PROVISIONS

1. **Scope of Services:** The District shall provide to University students educational experiences through early fieldwork placements in schools and classes of the District not to exceed the stipulations set forth in these Special Provisions. Such professional experiences shall be provided in such schools or classes of the District and under the direct supervision and instruction of such employees of the District as the District and the University through their duly authorized representatives may agree upon.
"Early fieldwork" as used herein and elsewhere in this agreement means participation in one or more of a variety of professional preparation activities, typically as a course requirement, under the direct supervision of employees of the District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional or intern credentials, authorizing them to serve as classroom teachers or other educational professionals in the schools or classes in which the fieldwork experience is provided.
2. **Compensation:** There is no compensation by the University for the services of the District professional.
3. **Assignment:** The assignment of a student of the University for early fieldwork placements in schools or classes of the District shall be at the discretion of the University, with the agreement of the supervising classroom teacher, educational professional, and/or site principal. Length and specific activities of assignments will vary depending on the requirements of the University class.
5. **Termination:** The District may, for good cause, refuse to accept for early fieldwork any student of the University who requests an early fieldwork placement in the District, and upon request of the District, made for good cause, the University shall at any time terminate the assignment of any student of the University to an early fieldwork placement in the District. The University may, upon good cause, withdraw from an early fieldwork placement at any time any student of the University assigned to an early fieldwork placement in the District.

CALIFORNIA STATE UNIVERSITY, LONG BEACH
DISTRICT AFFILIATION AGREEMENT
Exhibit B
BASIC CREDENTIAL PROGRAMS: STUDENT TEACHING

WHEREAS, the District is authorized to enter into agreements with the University, to provide single subject, multiple subject, and/or education specialist student teaching experience through practice teaching to students enrolled in teacher training curricula of the University; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the District of an amount not to exceed the actual cost to the District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the Master Teacher under this agreement do not exceed the actual cost to the District of the services rendered by the Master Teacher; and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the University to the Master Teacher as compensation for and recognition of services performed for the student teacher in the supervisory teacher's charge;

NOW, THEREFORE, it is mutually agreed between the University and the District as follows:

The State University and the District are as follows:

California State University, Long Beach
1250 Bellflower Blvd, BH-345
Long Beach, CA 90840

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

SPECIAL PROVISIONS

1. **Scope of Services:** The District shall provide to University students teaching experience through practice teaching in schools and classes of the District not to exceed the units of practice teaching set forth in these Special Provisions. Such practice teaching shall be provided in such schools or classes of the District and under the direct supervision and instruction of such employees of the District as the District and the University through their duly authorized representatives may agree upon.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid diplomas or credentials issued by the State Board of Education, other than emergency or provisional or intern credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. **Rates:** Contingent upon the availability of funds each semester, the University may pay the Master Teacher for the performance by the Master Teacher for all services required to be performed under this agreement at the rates set forth below for each semester unit of practice teaching. The District shall be notified not less than 60 days prior to the semester if a change in the compensation rate is to be made due to the availability of funds.

If payment is made by the University, the RATE AND AMOUNT will be \$20.00 per semester unit the student is enrolled in for the practice teaching experience.

3. **Assignment:** An assignment of a student of the University to practice teaching in schools or classes of the District shall be at the discretion of the University. An assignment is typically for approximately eight (8) weeks or for approximately twenty (20) weeks, but the length of an assignment can vary depending on the program and student.

The assignment of a student of the University to practice teaching in the District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given the student by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student of the University to practice teaching is terminated by the University for any reason, the Master Teacher shall receive payment on account of such student except that if such assignment is terminated before the end of the eighth week of the term of the assignment, the Master Teacher shall receive payment for an assignment for eight (8) weeks only. If a student is assigned by the University to another teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

4. **Payment:** Contingent upon funds being available to University, and written notification of availability of funds to District, the Master Teacher, within 45 days following the close of each semester or quarter of the University, shall submit an invoice and stipend report to the University for payment at the rate provided herein for all units of practice teaching provided by the Master Teacher under and in accordance with this agreement during said semester or quarter. The Master Teacher Stipend Report shall be executed by a duly authorized representative of the District or Master Teacher certifying that the Master Teacher expended or became obligated to expend in providing such practice teaching an amount not less than the amount of the invoice. A sample stipend report is attached.

The University will pay the amount of such invoice from monies made available for such purpose by or pursuant to the laws of the State. Notwithstanding any other provisions of this agreement, the University shall not be obligated by this agreement to pay the Master Teacher any amount in excess of the total sum set forth in the Special Provisions.

5. **Termination:** The District may, for good cause, refuse to accept for practice teaching any student of the University assigned to practice teaching in the District, and upon request of the District, made for good cause, the University shall at any time terminate the assignment of any student of the University to practice teaching in the District. The University may, upon good cause, withdraw from practice teaching at any time any student of the University assigned to practice teaching in the District.

SCHOOL DISTRICT

«DistrictName»

By: _____

Title

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on _____, 20__.

"It was moved, seconded and carried that the attached contract with the Trustees of The California State University, whereby the University may assign students to the schools in the School District for practice teaching, be approved; and the _____ is hereby authorized to execute the same."

«DistrictName»

(District)

(County)

By _____
Clerk, Secretary (strike one) of the Governing Board of the School District

STATE OF CALIFORNIA
TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

General Fund/Instruction 20366-01. Amount of this contract is contingent upon availability of funds.

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.

By _____
Controller or Designee Date

By _____
Purchasing Director or Designee , Date

BILLING PROCEDURES

After the agreement has been fully executed:

1. The University should be billed after the completion of each semester. The invoice must show actual number of semester units billed, and the number of student teacher semester (students per semester). **Direct invoices to program offices for Multiple Subject or Single Subject. It is imperative that the subject matter be included on the mailing address to avoid any delays in invoice processing.**

College of Education
1250 Bellflower Blvd.
Long Beach, CA 90840-2201

2. The required Master Teacher Stipend Report approved by an authorized official or Master Teacher is to be sent with the invoice to the University Accounts Payable.
3. There is no direct monetary transaction between the University and the District although the contractual arrangement is between the University and the District.

First Assignment: _____

Second Assignment: _____

Second Assignment:

[illegible]

Total Payment:

Note: Please sign below and mail the signed copy with your invoice to:

College of Education
Multi or Single Subject Teaching Office
California State University, Long Beach
1250 Bellflower Boulevard
Long Beach, CA 90840-2201

Approved: _____
Designated District Representative

Date: _____

Master Teacher Agreement Stipend Form 3-10

CALIFORNIA STATE UNIVERSITY, LONG BEACH
DISTRICT AFFILIATION AGREEMENT
Addendum to Exhibit B
BASIC CREDENTIAL PROGRAMS: STUDENT TEACHING

SPECIAL PROVISIONS ADDENDUM FOR FY 10-11

2. **Rates:** Due to the University budget for FY10-11, the rate and amount of \$10.00 will be the adjusted per semester unit per student for this applicable fiscal year. Any and all outstanding invoices for FY 09-10 will be processed based on the applicable rate per unit established for FY 09-10. Please refer to the **Payment** section of the established agreement to assure Master Teacher's timely payments. A rate review will be made within the stated terms for future fiscal years. The District shall be notified not less than 60 days prior to the semester if a change in the compensation rate is to be made due to the availability of funds.

SCHOOL DISTRICT

Capistrano Unified School District

By: _____

Title

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on _____, 20____.

"It was moved, seconded and carried that the change in compensation rate per unit per student for the school year 2010-2011 be approved; and the _____ is hereby authorized to execute the same."

Capistrano Unified School District
(District)

(County)

By _____
Clerk, Secretary (strike one) of the Governing Board of the School District

STATE OF CALIFORNIA
TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

General Fund/Instruction 20366-01. Amount of this contract is contingent upon availability of funds.

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.

By _____
Controller or Designee Date

By _____
Purchasing Director or Designee Date

CALIFORNIA STATE UNIVERSITY, LONG BEACH
DISTRICT AFFILIATION AGREEMENT
Exhibit C
EDUCATIONAL ADMINISTRATION PROGRAM

WHEREAS, FIELDWORK SITE is able to provide supervised field experience for graduate students in the Educational Administration Program in the Department of Advanced Studies in Education and Counseling at UNIVERSITY; and

WHEREAS, this experience is the culminating educational experience leading to the Educational Administration Credential and would further the professional training of such students; and

WHEREAS, FIELDWORK SITE believes the services to be provided by the students as part of their learning experience would be of benefit to FIELDWORK SITE; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the UNIVERSITY use the education facilities of the FIELDWORK SITE for their fieldwork;

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

RESPONSIBILITIES OF THE UNIVERSITY

1. The UNIVERSITY shall designate in writing a faculty member to coordinate with a designee of the FIELDWORK SITE.
2. The UNIVERSITY shall complete periodic evaluations of the student regarding his/her performance at the FIELDWORK SITE or, when site visit is precluded by excessive distance, as by arrangement between the UNIVERSITY faculty member and the FIELDWORK SITE supervisor.
3. The UNIVERSITY will assure that the student shall be eligible for fieldwork only after formal review and recommendation by the program.
4. The UNIVERSITY will assure that acceptance of the student will be based on an application review and personal interview process by and on the approval of the UNIVERSITY and the FIELDWORK SITE.
5. The UNIVERSITY will assure that the student will participate in the fieldwork placement for the duration of the academic semester or school year, unless there is cause for removal.
6. The University may, upon good cause, withdraw from fieldwork at any time any student of the UNIVERSITY assigned to fieldwork in the FIELDWORK SITE.

RESPONSIBILITIES OF THE STUDENT

1. The student will conform to the administrative policies, standards and practices of the FIELDWORK SITE and to the ethical and legal standards of the profession.
2. The student shall identify himself/herself to the public as a student in the Educational Administration Program who is completing fieldwork at the FIELDWORK SITE.
3. The student will provide his/her own transportation to the FIELDWORK SITE.
4. The student will obtain prior written approval of the FIELDWORK SITE and the UNIVERSITY before publishing any materials relating to the fieldwork experience.

5. The student, in collaboration with the supervising school administrator at the FIELDWORK SITE and the UNIVERSITY faculty member, will set times, location and responsibilities of the fieldwork experience.
6. The student, in collaboration with the supervising school administrator at the FIELDWORK SITE and the UNIVERSITY faculty member, will plan activities in each area included in the Educational Administration Program Standards.
7. The student will provide the supervising school administrator at the FIELDWORK SITE with a copy of the Program's articulated mission and expectations for the fieldwork experience.
8. The student, in collaboration with the supervising school administrator at the FIELDWORK SITE and the UNIVERSITY faculty member, will integrate course requirements into the fieldwork experience.
9. The student will obtain a written evaluation of performance from the FIELDWORK SITE supervisor at least once each assignment and will submit that written evaluation according to the schedule established by the UNIVERSITY faculty member. This written evaluation is required prior to posting a grade for the fieldwork assignment.
10. The student will notify the FIELDWORK SITE of illness, accident, or any other situation which does not allow the student to meet the prearranged program at the FIELDWORK SITE.
11. The student will inform the UNIVERSITY of any changes in the on-site schedule.
12. Students (and faculty advisors) are advised to conduct a thorough investigation of the potential FIELDWORK SITE to determine any unique or unusual personal safety issues that may be present.

RESPONSIBILITIES OF THE FIELDWORK SITE

1. The FIELDWORK SITE will provide opportunities for the student to develop a broad and diverse role, including development of professional competence in, for example, assessment, intervention, counseling, consultation, research, and inservice.
2. The FIELDWORK SITE will provide opportunities for the student to develop professional competencies with a broad range of programs and populations, including but not limited to: regular education, special education, bilingual education, age, disabilities, cultures.
3. The FIELDWORK SITE will advise the UNIVERSITY of any personal safety issues, concerns, or requirements that are pertinent to the location or specific area in which the student will be assigned.
4. The FIELDWORK SITE will accept no more graduate students from the UNIVERSITY than the FIELDWORK SITE staff, space, and program permit; and except in pre-negotiated circumstances, any one supervisor will provide concurrent supervision for no more than two students.
5. The FIELDWORK SITE will provide the student with a thorough orientation to the FIELDWORK SITE administrative policies, standards and practices.
6. The FIELDWORK SITE will designate one school administrator who has at least two years experience in school administration to serve as the primary supervisor. The student may also work with other experienced school administrators for specific activities.
7. The FIELDWORK SITE will assure that the designated supervisor will serve as a model school administrator engaging in broad and diverse service delivery.
8. The FIELDWORK SITE agrees that the designation of fieldwork supervisor is subject to the approval of the UNIVERSITY.

9. The FIELDWORK SITE supervisor will evaluate student competencies, oversee all student professional activities in the district, and provide guidance throughout the student's professional growth and development.
10. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete periodic evaluations of the student's performance with written reports of that evaluation near the end of each university semester.
11. The FIELDWORK SITE assures that the student will receive ongoing supervision, especially at the beginning of the fieldwork experience.
12. The FIELDWORK SITE may notify in writing to the UNIVERSITY the desire to terminate or cancel any fieldwork assignment when the student's performance is unsatisfactory, when personal characteristics prevent relationships within the FIELDWORK SITE, or when health status is a detriment to the student's successful completion of the fieldwork assignment. Prior to cancellation or termination, the FIELDWORK SITE and the UNIVERSITY will consult about the proposed action.
13. The FIELDWORK SITE will advise the University of any personal safety issues, concerns, or requirements that are pertinent to the location or specific area in which the student will be assigned.

**CALIFORNIA STATE UNIVERSITY, LONG BEACH
DISTRICT AFFILIATION AGREEMENT**

**Exhibit D
SCHOOL COUNSELING PROGRAM**

WHEREAS, FIELDWORK SITE is able to provide supervised field experience for candidates in the School Counseling Program in the Department of Advanced Studies in Education and Counseling at UNIVERSITY; and

WHEREAS, this experience is the culminating educational experience leading to the School Counseling credential and would further the professional training of such candidates; and

WHEREAS, FIELDWORK SITE believes the services to be provided by the candidates as part of their learning experience would be of benefit to FIELDWORK SITE; and

WHEREAS, it is to the mutual benefit of the parties hereto that candidates of the UNIVERSITY use the education facilities of the FIELDWORK SITE for their fieldwork;

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

RESPONSIBILITIES OF THE UNIVERSITY

1. The UNIVERSITY shall designate in writing a faculty member to coordinate with a designee of the FIELDWORK SITE.
2. The UNIVERSITY shall complete periodic evaluations of the candidate regarding his/her performance at the FIELDWORK SITE or, when site visit is precluded by excessive distance, as by arrangement between the UNIVERSITY faculty member and the FIELDWORK SITE supervisor.
3. The UNIVERSITY will assure that the candidate shall be eligible for fieldwork only after formal review and recommendation.
4. The UNIVERSITY will assure that acceptance of the candidate for fieldwork will be based on an application review and personal interview process by and on the approval of the UNIVERSITY and the FIELD PLACEMENT SITE.
5. The UNIVERSITY will assure that the candidate will participate in the fieldwork placement for the duration of the agreed upon semester(s).
6. The UNIVERSITY and the FIELDWORK SITE agree that selection and placement of candidates shall not discriminate against a candidate for reasons of race, sex, creed, color or age.
7. The University may, upon good cause, withdraw from fieldwork at any time any student of the UNIVERSITY assigned to fieldwork in the FIELDWORK SITE.

RESPONSIBILITIES OF THE CANDIDATE DURING FIELDWORK

1. If required for employment with the school district, the candidate will forward to the FIELDWORK SITE the Pupil Services School Counseling Credential or the Pupil Personnel Services School Counseling Internship Credential.

2. The candidate will conform to the administrative policies, standards and practices of the FIELDWORK SITE, and to the ethical and legal standards of the profession.
3. The candidate shall identify himself/herself to the public as a candidate in the CSULB School Counseling Program.
4. The candidate will provide his/her own transportation to the FIELDWORK SITE.
5. The candidate will obtain prior written approval of the FIELDWORK SITE and the UNIVERSITY before publishing any materials relating to the fieldwork experience.
6. The candidate, in collaboration with the supervising school counselor at the FIELDWORK SITE and the UNIVERSITY faculty member, will set times, location and responsibilities of the fieldwork experience.
7. The candidate, in collaboration with the supervising school counselor at the FIELDWORK SITE and the UNIVERSITY faculty member, will plan activities in each area included in the School Counseling Program Standards.
8. The candidate will provide the supervising school counselor at the FIELDWORK SITE with a copy of the Program's articulated mission and expectations for the fieldwork experience.
9. The candidate, in collaboration with the supervising school counselor at the FIELDWORK SITE and the UNIVERSITY faculty member, will integrate course requirements in the fieldwork experience.
10. The candidate, in collaboration with the supervising school counselor at the FIELDWORK SITE and the UNIVERSITY faculty member, will schedule at least one day per week (or 20% of time) to pursue individual professional goals and development.
11. The candidate will obtain a written evaluation of performance from the FIELDWORK SITE supervising school counselor at least once each semester and will submit that written evaluation according to the schedule established by the UNIVERSITY faculty member. This written evaluation is required prior to posting a grade for the fieldwork course.
12. The candidate will notify the FIELDWORK SITE of illness, accident, or any other situation that does not allow the candidate to fulfill the prearranged program at the FIELDWORK SITE.
13. The candidate will inform the UNIVERSITY of any changes in the on-site schedule.
14. Candidates and faculty advisors are advised to conduct a thorough investigation of the potential FIELDWORK SITE to determine any unique or unusual personal safety issues that may be present.

RESPONSIBILITIES OF THE FIELDWORK SITE

1. The FIELDWORK SITE will provide opportunities for the candidate to develop a broad and diverse role, including development of professional competence in, for example, assessment, intervention, counseling, consultation, research, and inservice.
2. The FIELDWORK SITE will provide opportunities for the candidate to develop professional competencies with a broad range of programs and populations, including but not limited to: regular education, special education, bilingual education, age, disabilities, cultures, sexual orientation.
3. The FIELDWORK SITE will advise the UNIVERSITY of any personal safety issues, concerns, or requirements that are pertinent to the location or specific area in which the candidate will be assigned.
4. The FIELDWORK SITE will accept no more candidates from the UNIVERSITY than the FIELDWORK SITE staff, space, and program permit; and, except in pre-negotiated circumstances, any one supervising school counselor will provide concurrent supervision for no more than two candidates.

5. The FIELDWORK SITE will provide the candidate with a thorough orientation to the FIELDWORK SITE administrative policies, standards and practices and other field experience competencies as outlined by the UNIVERSITY.
6. The FIELDWORK SITE will assure that the candidate will be free to participate in university seminars regarding the fieldwork experience and will be able to spend at least one day (or 20% of time) each week to pursue individual professional goals and development.
7. The FIELDWORK SITE will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. After the first few months, the candidate may also work with other experienced school counselors for specific activities.
8. The FIELDWORK SITE will assure that the designated supervisor will serve as a model school counselor engaging in broad and diverse service delivery.
9. The FIELDWORK SITE agrees that the designation of a fieldwork supervisor is subject to the approval of the UNIVERSITY.
10. The FIELDWORK SITE supervisor will evaluate candidate competencies, oversee all candidate professional activities in the district, and provide guidance throughout the candidate's professional growth and development.
11. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete periodic evaluations of the candidate's performance with written reports of that evaluation near the end of each university semester.
12. The FIELDWORK SITE assures that the candidate will receive face-to-face supervision for a minimum of one hour per week, although more hours per week may be needed, especially at the beginning of the fieldwork experience.
13. The FIELDWORK SITE assures that the workload of the candidate will not exceed fifty (50) percent of what a credentialed school counselor would work; candidates may serve one or two schools with a total candidate-to-student ratio of no greater than approximately 1:1,000. Any deviation from this should be made by agreement between the FIELDWORK SITE supervisor or administrator and the UNIVERSITY supervisor.
14. The FIELDWORK SITE assures that the candidate will be treated by the district as part of the professional staff; provides salary and benefits as specified in the district contract or in the attached addendum; provides a supportive work environment, adequate work space (including privacy for meetings), appropriate supplies, counseling and test materials, and access to computer, internet, and e-mail; encourages participation in district, SELPA, or county committees; and provides release to attend professional development experiences or professional association meetings.
15. The FIELDWORK SITE may notify in writing to the UNIVERSITY the desire to terminate or cancel any candidate whose performance is unsatisfactory, whose personal characteristics prevent relationships within the FIELDWORK SITE, or whose health status is a detriment to his/her successful completion of the fieldwork experience. Prior to cancellation or termination, the FIELDWORK SITE and the UNIVERSITY will consult about the proposed action.
16. The FIELDWORK SITE will advise the University of any personal safety issues, concerns, or requirements that are pertinent to the location or specific area in which the candidate will be assigned.

CALIFORNIA STATE UNIVERSITY, LONG BEACH
DISTRICT AFFILIATION AGREEMENT
Exhibit E
SCHOOL PSYCHOLOGY PROGRAM

WHEREAS, INTERNSHIP SITE is able to provide supervised field experience for graduate student interns in the School Psychology Program in the Department of Advanced Studies in Education and Counseling at UNIVERSITY and;

WHEREAS, this experience is the culminating educational experience leading to the School Psychology Credential and would further the professional training of such interns, and;

WHEREAS, INTERNSHIP SITE believes the services to be provided by the interns as part of their learning experience would be of benefit to INTERNSHIP SITE, and;

WHEREAS, it is to the mutual benefit of the parties hereto that interns of the UNIVERSITY use the education facilities of the INTERNSHIP SITE for their internship.

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

RESPONSIBILITIES OF THE UNIVERSITY

1. The UNIVERSITY shall designate in writing a faculty member to coordinate with a designee of the INTERNSHIP SITE.
2. The UNIVERSITY shall complete periodic evaluations of the intern regarding his/her performance at the INTERNSHIP SITE or, when site visit is precluded by excessive distance, as by arrangement between the UNIVERSITY faculty member and the INTERNSHIP SITE supervisor.
3. The UNIVERSITY will recommend the candidate for the School Psychology Internship Credential after a formal review of the candidate's qualifications.
4. The UNIVERSITY will assure that acceptance of student as an intern will be based on an application review and personal interview process by and on the approval of the UNIVERSITY and the FIELD PLACEMENT SITE.
5. The UNIVERSITY will assure that the intern will participate in the INTERNSHIP program for the duration of the academic or school year.
6. The UNIVERSITY and the INTERNSHIP SITE agree that selection and placement of interns shall not discriminate against a student for reasons of sex, race, color, religion, national origin, ethnic group, marital or parental status, ancestry, age, sexual orientation, or physical or mental disability or the perception of one or more of such characteristics.
7. The University may, upon good cause, withdraw from fieldwork at any time any student of the UNIVERSITY assigned to fieldwork in the INTERNSHIP SITE.

RESPONSIBILITIES OF THE INTERN

1. If required for employment with the school district, the intern will forward to the INTERNSHIP SITE the School Psychology Internship Credential (State of California) or the Pupil Personnel Services Credential (State of California).

2. The intern will conform to the administrative policies, standards and practices of the INTERNSHIP SITE, and to the ethical and legal standards of the profession.
3. The intern shall identify himself/herself to the public as a "School Psychology Intern."
4. The intern will provide his/her own transportation to the INTERNSHIP SITE.
5. The intern will obtain prior written approval of the INTERNSHIP SITE and the UNIVERSITY before publishing any materials relating to the internship experience.
6. The intern, in collaboration with the supervising school psychologist at the INTERNSHIP SITE and the UNIVERSITY faculty member, will set times, location and responsibilities pertaining to the internship experience.
7. The intern, in collaboration with the supervising school psychologist at the INTERNSHIP SITE and the UNIVERSITY faculty member, will plan activities in each area included in the NASP School Psychology Program Standards (i.e. the 8 standards within the NASP Blueprint III).
8. The intern will provide the supervising school psychologist at the INTERNSHIP SITE with a copy of the Program's articulated Visions and Outcomes as well as the recommended Continuum of Experiences (i.e. Blueprint for Best Practices III according to the National Association of School Psychologists)
9. The intern, in collaboration with the supervising school psychologist at the INTERNSHIP SITE and the UNIVERSITY faculty member, will integrate course requirements in the internship experience.
10. The intern, in collaboration with the supervising school psychologist at the INTERNSHIP SITE and the UNIVERSITY faculty member, will schedule at least one day per week (or 20% of time) to pursue individual professional goals and development.
11. The intern will obtain a written evaluation of performance from the INTERNSHIP SITE supervisor at least once each semester and will submit that written evaluation according to the schedule established by the UNIVERSITY faculty member. This written evaluation is required prior to posting a grade for the internship course.
12. The intern will notify INTERNSHIP SITE of illness, accident or any other situation, which does not allow the intern to meet the prearranged program at the INTERNSHIP SITE.
13. The intern will inform the UNIVERSITY of any changes in the on-site schedule.
14. Interns and faculty advisors are advised to conduct a thorough investigation of the potential INTERNSHIP SITE to determine any unique or unusual personal safety issues, which may be present.

RESPONSIBILITIES OF THE INTERNSHIP SITE

1. The INTERNSHIP SITE will provide opportunities for the intern to develop a broad and diverse role, including development of professional competence in, for example, assessment, intervention, counseling, consultation, and research.
2. The INTERNSHIP SITE will provide opportunities for the intern to develop professional competencies with a broad range of programs and populations, including but not limited to: general education, special education, bilingual education, age, disabilities, cultures, ethnicities, language proficiencies, and socioeconomic status.
3. The INTERNSHIP SITE will advise the UNIVERSITY of any personal safety issues, concerns or requirements that are pertinent to the location or specific area in which the student will be assigned.
4. The INTERNSHIP SITE will accept no more interns or graduate students from the UNIVERSITY than the INTERNSHIP SITE staff, space, and program permit; and except in pre-negotiated circumstances, any one supervisor will provide concurrent supervision for no more than two interns or students.

5. The INTERNSHIP SITE will provide the intern with a thorough orientation to the INTERNSHIP SITE administrative policies, standards and practices and other field experience competencies as outlined by the UNIVERSITY.
6. The INTERNSHIP SITE will assure that the intern will be free to participate in UNIVERSITY seminars regarding internship and will be able to spend at least one day (or 20% of time) each week to pursue individual professional goals and development.
7. The INTERNSHIP SITE will designate one school psychologist who has at least two years experience in school psychology to serve as the primary supervisor. After the first few months, the intern may also work with other experienced school psychologists for specific activities.
8. The INTERNSHIP SITE will assure that the designated supervisor will serve as a model school psychologist engaging in broad and diverse service delivery.
9. The INTERNSHIP SITE agrees that the designation of an intern supervisor is subject to the approval of the UNIVERSITY.
10. The INTERNSHIP SITE supervisor will evaluate intern competencies, oversee all intern professional activities in the district, and provide guidance throughout the intern's professional growth and development. All psychological or psychoeducational evaluation reports must be co-signed by the supervising credentialed school psychologist throughout the internship year.
11. The INTERNSHIP SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete periodic written evaluations of the intern's performance with written reports of that evaluation near the end of each university semester.
12. The INTERNSHIP SITE assures that the intern will receive face-to-face supervision for a minimum of two hours a week, although as many as four hours a week may be needed, especially at the beginning of the internship experience.
13. The INTERNSHIP SITE assures that the workload of the intern will not exceed seventy-five (75) percent of what a credentialed school psychologist would work; interns may serve one or two schools with a total intern/student ratio of no greater than approximately 1:1,000. It is presumed that all interns will maintain their assigned school placement(s) for the full academic school year. Any deviation from this should be made by cooperative agreement between the INTERNSHIP SITE supervisor or administrator and the UNIVERSITY supervisor.
14. The INTERNSHIP SITE assures that the intern will devote at least twenty (20) percent but not more than forty (40) percent of his or her time to psychoeducational evaluations and direct related services.
15. The INTERNSHIP SITE assures that the intern will be treated by the district as part of the professional staff; provides salary and benefits as specified in the district contract or in the attached addendum; provides a supportive work environment, adequate supplies, counseling and test materials, and access to computer, internet, and e-mail; encourages participation in district, SELPA, or county committees; and provides release to attend professional development experiences or professional association meetings.
15. The INTERNSHIP SITE may notify in writing to the UNIVERSITY, the desire to terminate or cancel any intern whose performance is unsatisfactory, whose personal characteristics prevent relationships within the INTERNSHIP SITE, or whose health status is a detriment to his/her successful completion of the internship. Prior to cancellation or termination, the INTERNSHIP SITE and the UNIVERSITY will consult about the proposed action.
16. The INTERNSHIP SITE will advise the University of any personal safety issues, concerns or requirements that are pertinent to the location or specific area in which the student will be assigned.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

July 13, 2010

TO: Anna Bryson, President
and Members
Board of Trustees

FROM: Dr. Joseph Farley, Superintendent

**SUBJECT: EMPLOYMENT CONTRACT –
EXECUTIVE DIRECTOR II, SECONDARY SCHOOLS,
ADULT & ALTERNATIVE EDUCATION**

BACKGROUND INFORMATION

At the meeting of August 3, 2009, Trustees approved the employment agreement for Ms. Gail Richards for the position of Executive Director II, Secondary Schools, Adult & Alternative Education. Ms. Richards' contract was extended through July 30, 2010 as a result of Board action on May 19, 2010.

CURRENT CONSIDERATIONS

The purpose of this agenda item is to seek approval for the continued employment of Ms. Richards in the position of Executive Director II, Secondary Schools, Adult & Alternative Education. Ms. Richards will continue to provide direct support to secondary and adult education programs, services and operations. The terms of the candidate's employment services and job responsibilities are attached, Exhibit A.

FINANCIAL IMPLICATIONS

Effective August 1, 2010 the Board shall pay the Executive Director II, Secondary Schools, Adult & Alternative Education a salary of \$595.00 per diem, prorated hourly.

STAFF RECOMMENDATION

It is respectfully recommended the Board of Trustees approve the Executive Director II, Secondary Schools, Adult & Alternative Education agreement. Assistant Superintendent Jodee Brentlinger will present this item for Board approval per Government Code §53262(a). Copies of the Secondary Education employment contract shall be available to the public upon request, Exhibit A.

AGREEMENT FOR EMPLOYMENT SERVICES

This AGREEMENT is made and entered into this 13th day of July, 2010, by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT," and GAIL RICHARDS, INTERIM EXECUTIVE DIRECTOR II, SECONDARY SCHOOLS, ADULT & ALTERNATIVE EDUCATION.

WHEREAS, DISTRICT desires to obtain guidance and leadership for secondary schools through June 30, 2011 or when a permanent replacement is hired.

WHEREAS, MS. RICHARDS possesses the required experience, qualifications, licenses and/or certifications necessary to provide such services and meets the DISTRICT'S short-term personnel needs in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

MS. RICHARDS' SERVICES AND RESPONSIBILITIES

1. MS. RICHARDS services shall consist of those services as enumerated in this AGREEMENT. Any discrepancies or inconsistencies shall be interpreted and governed by the terms and conditions of this AGREEMENT.
2. All work product prepared by MS. RICHARDS pursuant to this AGREEMENT shall be submitted directly to the DISTRICT and the DISTRICT'S Authorized Representative.
3. The term of this AGREEMENT shall commence no earlier than August 1, 2010.
4. MS. RICHARDS' services shall be performed in a manner that is consistent with professional skill and care and the orderly progress of the work. MS. RICHARDS represents that she will follow the standards of her profession in performing all services under this AGREEMENT.
5. MS. RICHARDS shall comply with any and all laws, regulations, rules, ordinances, and DISTRICT Board Policies and Administrative Regulations applicable to work and services provided by MS. RICHARDS for the DISTRICT.

SERVICES TO BE PERFORMED

6. MS. RICHARDS will, under the direction of the Assistant Superintendent, Education, provide the functions and services of Executive Director II, Secondary Schools, Adult & Alternative Education. She will direct the management and supervision of all secondary school operations; provide leadership and consult with staff on curriculum projects related to secondary learning and assessment; and serve as an advisor to the Superintendent regarding the implementation of the DISTRICT'S major objectives as they relate to secondary schools.

COMPENSATION TO MS. RICHARDS

7. The DISTRICT shall compensate MS. RICHARDS for services rendered at a rate of \$595.00 per day which is based on a salary comparable to that of an Executive Director II, Secondary Schools, Adult & Alternative Education.

8. The DISTRICT shall not provide or make payments for health, dental, vision or other benefits except as expressly set forth herein.

9. Neither the DISTRICT nor MS. RICHARDS shall make State Teacher Retirement System (STRS) payments.

10. MS. RICHARDS shall be provided reimbursement for travel expenses for travel only within the district and necessary meetings outside the district.

11. MS. RICHARDS will submit an invoice to the DISTRICT on the last working day of the month and will be paid on the first working day of the succeeding month.

TERMS

12. This AGREEMENT will remain in effect until June 30, 2011.

OR

13. This AGREEMENT may be terminated by either party upon 5 working days' written notice to the other party.

14. MS. RICHARDS shall have no greater rights than any other DISTRICT employee. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by MS. RICHARDS.

15. **Hold Harmless:** Board agrees that it shall defend, hold harmless and indemnify the Secondary Education employee from any and all demands, claims, suits, actions, and legal proceedings brought against the Secondary Education employee in her

official or individual capacity or both, on account of any act or omission in the scope of her employment as an employee of District as required by law. Secondary Education employee agrees to reasonably cooperate in good faith in the defense of any claim or action.

This AGREEMENT entered into on July 13, 2010.

DISTRICT
Capistrano Unified School District

MS. GAIL RICHARDS

JODEE BRENTLINGER,
ASSISTANT SUPERINTENDENT,
PERSONNEL SERVICES

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

July 13, 2010

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

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



SUBJECT: **CONTINUED PUBLIC HEARING FOR CONSIDERATION OF REDUCING
SPECIAL TAXES OF COMMUNITY FACILITIES DISTRICT 2005-1
(WHISPERING HILLS) OR OTHER ACTION IN REGARD THERETO**

BACKGROUND INFORMATION

On January 12, 2010, the Board, as the Governing Body of CFD 2005-1 (Whispering Hills) ("CFD No. 2005-1"), adopted Resolution No. 0910-46, calling a Public Hearing on March 12, 2010, as to the request by the owner and "Developer" of the property in CFD No. 2005-1 to consider reducing the Special Taxes of CFD No. 2005-1. The above-described Public Hearing was opened on March 12, 2010, and any interested parties were afforded an opportunity to speak as to such matter. Thereupon the Board, on behalf of CFD No. 2005-1 adopted Resolution No. 0910-56, continuing the above-described Public Hearing to April 13, 2010. On April 13, 2010, such Public Hearing was further continued to May 11, 2010, then again to June 15, 2010, and then again to July 13, 2010. Further discussion with the Developer in regard to such request is anticipated in the near future and staff now anticipates a final resolution in August 2010.

CURRENT CONSIDERATIONS

District staff and legal counsel recommend a further continuance of the Public Hearing to the Board meeting scheduled for August 10, 2010, at 7:00 p.m. Exhibit A (attached) is Resolution No. 1011-02, as prepared by legal counsel, calling for the continuance. This action will provide additional time for the parties to reach a resolution.

FINANCIAL IMPLICATIONS

This matter will have no impact on the General Fund of the District. The cost of the proceedings to modify the Special Taxes, if any, is required by the Mello-Roos Act to be borne by the Developer.

STAFF RECOMMENDATION

It is respectfully requested that the Board of Trustees, as legislative body of CFD 2005-1 (Whispering Hills), adopt Resolution No. 1011-02 entitled "Resolution of the Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills), Continuing Public Hearing for Consideration of Request to Alter the Rate and Method of Apportionment and Reduce the Levy of Special Taxes Within Community Facilities District No. 2005-1 of the Capistrano Unified School District."

DISCUSSION/
ACTION

AGENDA ITEM 21

RESOLUTION NO. 1011-02

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2005-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (WHISPERING HILLS), CONTINUING PUBLIC HEARING FOR CONSIDERATION OF REQUEST TO ALTER THE RATE AND METHOD OF APPORTIONMENT AND REDUCE THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2005-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT

WHEREAS, the Capistrano Unified School District ("School District") is a public school district organized and existing pursuant to the laws of the State of California ("State"); and serves as the legislative body of Community Facilities District No. 2005-1 of the Capistrano Unified School District ("Whispering Hills"), referred to herein as "CFD No. 2005-1," and on January 12, 2010, called a Public Hearing for consideration of a request to alter the rate and method of apportionment and reduce the levy of "Special Taxes" for CFD No. 2005-1 for March 9, 2010, at 7:00 p.m., or as soon thereafter as is practicable at the Capistrano Unified School District's office located at 33122 Valle Road, San Juan Capistrano, CA 92675; and

WHEREAS, the Board of Trustees ("Board"), at the above-described date, time, and place, convened and opened the above-described Public Hearing. No comments by the public or owner of the property within CFD No. 2005-1, were presented at that time. However, staff and legal counsel recommended that such hearing be continued to April 13, 2010, at the same time and location as described above; and

WHEREAS, the "Continued Public Hearing" was opened by the Board on April 13, 2010, all persons desiring to speak, if any, were heard at which time staff and legal counsel recommended that the above-described Continued Public Hearing be further continued to May 11, 2010, at 7:00 p.m. at the same place as described above; and

WHEREAS, the "Continued Public Hearing" was opened by the Board on May 11, 2010, all persons desiring to speak, if any, were heard at which time staff and legal counsel recommended that the above-described Continued Public Hearing be further continued to June 15, 2010, at 7:00 p.m. at the same place as described above; and

WHEREAS, the "Continued Public Hearing" was opened by the Board on June 15, 2010, all persons desiring to speak, if any, were heard, at which time staff and legal counsel recommended that the above-described Continued Public Hearing be further continued to July 13, 2010, at 7:00 p.m. at the same place as described above; and

WHEREAS, the "Continued Public Hearing" was opened by the Board on July 13, 2010, all persons desiring to speak, if any, were heard, at which time staff and legal counsel recommended that the above-described Continued Public Hearing be further continued to August 10, 2010, at 7:00 p.m. or as soon thereafter as practicable, at the same place as described above.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2005-1, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Each of the above recitals is true and correct and is incorporated herein.

Section 2. It is hereby determined that the complexity of the herein described proposed changes require additional time, and that a further continuance of such Continued Public Hearing is necessary as herein provided.

Section 3. The above-described Continued Public Hearing is further continued to 7:00 p.m., or as as soon thereafter as practicable, on August 10, 2010, at the Capistrano Unified School District Office located at 33122 Valle Road, San Juan Capistrano, CA 92675.

Section 4. A "Notice of Continuance" shall be posted within 24 hours hereof, as provided for in Government Code Section 54955.1 and 54955.

APPROVED, ADOPTED, AND SIGNED this 13th day of July, 2010.

Anna Bryson, President of the Board of Trustees of the
Capistrano Unified School District

Jack R. Brick, Clerk of the Board of Trustees of the
Capistrano Unified School District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Jack R. Brick, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District at a meeting of the Board of Trustees held on the 13th day of July 2010, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Jack R. Brick, Clerk of the Board of Trustees of
the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Jack R. Brick, Clerk of the Board of Trustees of the Capistrano Unified School District do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 1011-02 of said Board of Trustees and that the same has not been amended or repealed and is fully effective as of this date.

Dated: July 13, 2010

By: _____
Jack R. Brick, Clerk of the Board of Trustees of
the Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

REVISED
7-8-10

July 13, 2010

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

FROM: Joseph M. Farley, Superintendent

**SUBJECT: APPROVAL: ORDER CALLING FOR A RECALL ELECTION,
RESOLUTION NO. 1011-01**

BACKGROUND INFORMATION

Trustees Lopez-Maddox and Winsten each received a Notice of Intention to Circulate a Recall Petition on February 2, 2010 in accordance with California Elections Code §11020. Following the serving of Notice of Intention, proponents were required to submit to the Registrar of Voters, during normal business hours, a petition with the requisite number of signatures within 160 days from February 2, 2010, in accordance with California Elections Code §11200.

On June 21, 2010, Dr. Roberta Mahler, Interim Superintendent, received notification from Mr. Neal Kelley, Registrar of Voters, Certificates As to Verification of Signatures related to Trustee Lopez-Maddox and Trustee Winsten, Exhibit A, showing both petitions as sufficient. Pursuant to California Elections Code §11227, the Certificates of Sufficiency must be presented to the Governing Board at their next regularly scheduled meeting. In accordance with California Elections Code §11240, the Governing Board must issue an order within 14 days stating that an election will be held to determine whether or not the officers named in the petitions shall be recalled. This election must be held not less than 88, nor more than 125 days, after the issuance of the order of the election and if a regular or special election is to be held throughout the electoral jurisdiction of the officers sought to be recalled within such time period. The dates within this 88-125 days window are Saturday, October 9 through Monday, November 15, 2010.

CURRENT CONSIDERATIONS

This agenda item seeks Board approval of Resolution No. 1011-01, Order Calling for a Recall Election, Exhibit B.

FINANCIAL IMPLICATIONS

The Orange County Registrar of Voters has informed the district that the consolidated election (November 2, 2010) CUSD Measure would cost \$357,500 - \$417,500.

STAFF RECOMMENDATION

The Board President will recognize Superintendent Farley who will introduce this item to the Board. Following discussion, it is respectfully recommended that the Board approve Resolution No. 1011-01, Exhibit B, Order Calling for a Recall Election and setting a proposed date.

DISCUSSION/ACTION



NEAL KELLEY
Registrar of Voters

Mailing Address:
P.O. Box 11298
Santa Ana, California 92711

CUSD/SUP-DFC/06-24-10PM01:03

REGISTRAR OF VOTERS
1300 South Grand Avenue, Bldg. C
Santa Ana, California 92705
(714) 567-7600
TDD (714) 567-7608
FAX (714) 567-7627
www.ocvote.com

June 21, 2010

Dr. Roberta Mahler
Interim Superintendent
Capistrano Unified School District
32972 Calle Perfecto
San Juan Capistrano, CA 92675

Dear Dr. Mahler:

Enclosed are the Certificates As To Verification Of Signatures on the petitions for the recall of Michael S. Winsten and Ken Maddox who hold the office of Trustee on the Board of the Capistrano Unified School District.

The certificates show that both petitions are sufficient. Pursuant to Elections Code §11227, the certificate of sufficiency shall be submitted to the governing body at its next regular meeting.

Within 14 days after that meeting, the governing body must issue an order stating that an election will be held to determine whether or not the officers named in the petitions shall be recalled (Elections Code §11240).

The election is to be held not less than 88, nor more than 125 days, after the issuance of the order of the election, and if a regular or special election is to be held throughout the electoral jurisdiction of the officers sought to be recalled within such time period, the recall election shall be held on the same day and consolidated with the regular or special election (Elections Code §11242).

If you have any questions, please feel free to contact me at (714) 567-7620.

Sincerely,


Neal Kelley
Registrar of Voters

Enclosures

cc: Anna Bryson, President, CUSD Board of Trustees
Darren Dang, Orange County Department of Education


EXHIBIT A
(1 of 3)

State of California)
County of Orange)ss.

I further certify that from said examination I have determined the following facts regarding this document:

WITNESS my hand and Official Seal this 21st day of June, 2010.




NEAL KELLEY
Registrar of Voters
Orange County

State of California)
County of Orange)ss.

I further certify that from said examination I have determined the following facts regarding this document:

WITNESS my hand and Official Seal this 21st day of June, 2010.



NEAL KELLEY
Registrar of Voters
Orange County

RESOLUTION NO. 1011-01

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
Orange County, California**

ORDER OF A RECALL ELECTION AND SPECIFICATION OF THE ELECTION ORDER

July 13, 2010

WHEREAS, pursuant to Education Code section 5300, school district elections are governed by the Elections Code; and

WHEREAS, pursuant to Education Code section 5304, the governing board has a duty to order elections as authorized by the Education Code; and

WHEREAS, pursuant to Education Code section 5322, the governing board of the district shall, concurrently with or after the order of election, at least 88 days prior to the date of the election in the case of an election on a measure, by resolution delivered to the officer conducting the election, specify the following: the date of the election and the purpose of the election; and

WHEREAS, pursuant to Elections Code section 11227, the County Registrar of Voters delivered Certificates of Sufficiency of Signatures on Recall Petitions, received by the Board of Trustees on June 21, 2010; and

WHEREAS, pursuant to Elections Code section 11240, within 14 days after the meeting at which the Board of Trustees received the certificates of sufficiency as specified in Section 11227, the Board shall issue an order stating that an election shall be held to determine whether or not the officers named in the petitions shall be recalled; and

WHEREAS, pursuant to Elections Code section 11242, the election shall be held not less than 88, nor more than 125, days after the issuance of the order, and if a regular or special election is to be held throughout the electoral jurisdiction of the officer sought to be recalled within this time period, the election shall be held on the same day, and consolidated with, the regular or special election; and

WHEREAS, it is within the jurisdiction of the Board of Trustees to set the special election date not less than 88 nor more than 125 days after issuance of the order stating that an election shall be held. The election may be held at any time from October 9, 2010 through November 15, 2010; and

NOW, THEREFORE, BE IT RESOLVED, pursuant to Education Code section 5304 and Elections Code sections 11240 and 11242, the Governing Board of the Capistrano Unified School District hereby calls for a special election to occur on _____, 2010, for the purpose of an election to determine whether or not the officers named in the recall petitions shall be recalled.

BE IT FURTHER RESOLVED, pursuant to Education Code section 5322, the following Measures will be included in the _____, 2010 special election:

MEASURE A - RECALL OF OFFICIAL, TRUSTEE AREA 3

Shall Michael Winsten be recalled (removed) from the office of
Governing Board Trustee Area 3? Yes / No

MEASURE B - RECALL OF OFFICIAL, TRUSTEE AREA 5

Shall Ken Lopez-Maddox be recalled (removed) from the office of
Governing Board Trustee Area 5? Yes / No

Ayes:
Noes:
Absent:
Abstain:

Date: _____

Clerk
Board of Education

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

July 13, 2010

**ITEM PULLED ON 7/8/10 TO ALLOW STAFF
AND PETITIONERS TO REVISE THE CHARTER
PETITION. ITEM WILL BE PLACED ON THE
8/10/10 BOARD MEETING AGENDA.**

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

FROM: Julie Hatchel, Assistant Superintendent, Education Division

SUBJECT: **COMMUNITY ROOTS ACADEMY CHARTER SCHOOL
PETITION**

BACKGROUND INFORMATION

Community Roots Academy (CRA) submitted a petition on April 19, 2010 seeking sponsorship and approval of a charter school by the Capistrano Unified School District. The charter petition proposes an opening date of September 2011 with an approximate enrollment of 130 students serving grades kindergarten, 1st, 2nd and 6th.

In accordance with Education Code 47605 and Board Policy 0420.4, the Board held a public hearing on May 11, 2010 in order to consider the level of support for the petition by teachers employed by the district, other employees of the district, parents and community members. Three representatives from Community Roots Academy addressed the Board and supporters of the charter petition attended the meeting.

CURRENT CONSIDERATIONS

Charter school legislation, AB544, stipulates that the governing board of a school district may not deny a petition for the establishment of a charter school unless it makes written factual findings, specific to the petition, setting forth specific facts to support one or more of the following findings:

- (1) The charter school presents an unsound educational program for the pupils to be enrolled in the charter school.
- (2) The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
- (3) The petition does not contain the required number of signatures.
- (4) The petition does not contain an affirmation of each of the required conditions as set forth in Education Code Section 47605(d): the charter school will be nonsectarian, admissions policies, employment practices and all other operations; shall not charge tuition; and shall not discriminate against any pupil on the basis of ethnicity, national origin, gender, sexual orientation or disability.

COMMUNITY ROOTS ACADEMY CHARTER SCHOOL PETITION

July 13, 2010

Page 2

- (5) The petition does not contain reasonably comprehensive descriptions of 16 specified elements of the program in accordance with Education Code 47605(b)(5)(A-P).

In addition, Education Code section 47605(g) provides that the Board of Trustees require the petitioner to provide information regarding the proposed operation and potential effects of the school, including, but not limited to, the facilities to be utilized by the school, the manner in which administrative services are to be provided, and potential civil liability effects, if any, upon the school and upon the school district. Financial statements, including a proposed first-year operating budget; startup costs, and cash flow and financial projections for the first three years of operation also are required.

A comprehensive analysis (Exhibit A) and review of the Community Roots Academy charter petition was conducted by legal counsel, financial advisors, and district staff with the following findings:

- (1) The Petition does not provide a reasonably comprehensive description of all required elements of a charter petition; and
- (2) The Petitioners are unlikely to successfully implement the program presented in the Petition.

FINANCIAL IMPLICATIONS

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

STAFF RECOMMENDATIONS

Following a comprehensive analysis and review of the Community Roots Academy charter petition by legal counsel, financial advisors, and district staff and with consideration of the support received at the public hearing, it is respectfully recommended that the Capistrano Unified School District Board of Trustees deny the Community Roots Academy request for approval of their charter petition at this time.

If the Capistrano Unified School District Board of Trustees denies the petition, Community Roots Academy may elect to revise the petition to address the noted deficiencies and resubmit the petition to the Capistrano Unified School District. Community Roots Academy may also elect to submit the petition as is to the Orange County Board of Education. The county board will then review the petition. If the county board of education also denies the petition, Community Roots Academy may file the petition with the State Board of Education. The State Board of Education will proceed with a review of the petition and either approve or deny the request.

DISCUSSION/
ACTION

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

July 13, 2010

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

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

SUBJECT: **NEWHART MPR EXPANSION**



BACKGROUND INFORMATION

The Multi-Purpose Room at Newhart Middle School is undersized in comparison to the school's enrollment. Prior to the winter break, Trustee Addonizio asked staff to look into the feasibility of expanding the MPR into the adjacent library area as a means of providing additional MPR floor space and seating area; a wood partition wall separates the two areas. Removal of this wall had been suggested and preliminarily discussed as a possible option.

Staff met with Principal George Knights and the architect to discuss potential ways to expand the MPR into the library. As a result of those meetings, two options were developed and presented for consideration as an information/discussion item to the Board of Trustees at the regular Board meeting on March 9, 2010. These options were:

- | | |
|----------|---|
| Option A | Expand MPR into the Library |
| Option B | Remove Temporary Partition Walls in the Library |

Please refer to the Exhibit A, Newhart MPR and Library Expansion Agenda Item # 28, March 9, 2010, for a complete explanation of these two options. The minutes from this meeting are provided below:

President Bryson recognized Deputy Superintendent Ron Lebs, who along with John Forney, Director, Construction, presented this item. Mr. Lebs explained that Trustee Addonizio had requested staff review potential options for expanding the MPR into the library. As a result of this review, two options are being presented for Trustee consideration. Option A would consist of removing the existing wall between the MPR and library to create a larger space. Option A would cost \$814,733 and take 12 months to complete. Option B would leave the existing wall between the MPR and library. This option would not address the lack of space problem in the MPR but it would provide additional floor space in the library area. Option B would cost \$800-\$1000, take 2-3 weeks to complete and would not require formal Board action. This was an Information/Discussion item only.

President Bryson directed staff to retrieve records from the previous cost estimate and report back to Trustees why the cost has increased so much.

As a follow up to the direction received at the Board meeting, staff researched the files but was unable to locate any back-up information related to any previous cost estimate. Staff was able to confirm that the Newhart MPR was discussed on April 2008 by the Facilities Subcommittee at

which time Trustees recall that a project cost estimate was presented; however, staff was unable to locate any documentation of the cost estimates provided by the Subcommittee.

The discussion on March 9 covered both Option A and Option B. The Trustees questioned whether the Option B could be completed over spring break. Staff indicated that it was possible, and would move in that direction, stating that it could be completed within a relatively short period of time with minimal expense because the work could be done by the District maintenance crew. Because of the relatively small cost and work involved, staff proceeded with Option B and the project is completed.

CURRENT CONSIDERATION

On June 3, 2010, Trustee Addonizio requested that Option A be brought back to Trustees as an Action Item for consideration.

When this option was presented and discussed in March, staff did not recommend Option A - Expand MPR into the Library, for three primary reasons:

1. It does not provide substantively increased floor space.
2. It would create a stage visibility and line-of-sight impairment for a portion of the area in the newly expanded space thereby rendering some of the newly opened space less than desirable for the intended purpose of the project: creating additional stage viewing area.
3. Considering the limited amount of additional space provided, the cost was rather high.

FINANCIAL IMPLICATIONS

Costs associated with Option A - Expand MPR into the Library are provided below.

Estimated Project Cost: \$814,773
See Exhibit B - Architect's Project Scope and Cost Estimate

Possible Funding Source: CFD 87-1, Developer Fees

Estimated Time Frame to Completion: 12 – 18 months (includes DSA review and approval)
See Exhibit C - Architect's Project Scope and Cost Estimate

STAFF RECOMMENDATION

It is respectfully recommended that Board President Bryson recognize Ron Lebs, Deputy Superintendent, Business and Support Services, and John Forney, Director, Maintenance, Operations and Construction, who will be available to answer any questions Trustees may have. Upon conclusion of the discussion, it is requested that Trustees provide direction to staff regarding how to proceed regarding Option A - Expand MPR into the Library.

DISCUSSION/
ACTION

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 9, 2010

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

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

SUBJECT: **NEWHART MPR AND LIBRARY EXPANSION**

BACKGROUND INFORMATION

The Multi-Purpose Room at Newhart Middle School is undersized in comparison to the school's enrollment. Prior to the holiday break, Trustee Addonizio asked staff to look into the feasibility of expanding the MPR into the adjacent library area as a means of providing additional MPR floor space and seating area; a wood and glass partition wall separates the two areas. Removal of this wall had been suggested and preliminarily discussed as a possible option.

CURRENT CONSIDERATION

Staff met with Principal George Knights and the architect to discuss potential ways to expand the MPR into the library. As a result of those meetings, two options are being presented for consideration.

Option A: Expand MPR into the Library

This option would consist of removing the existing wall between the MPR and library to create a larger space. In conjunction with removing the existing wall, the following work must be completed: reconfiguring existing lighting, raising the suspended ceiling height for allowance of open space for visibility to the stage, and raising the HVAC supply and returns for the new ceiling height. In addition, DSA would require the following scope of work to be addressed:

- **ADA/Access:** The current handicap parking lot stalls will need to show path of travel to and from the parking lot to the MPR. Signage and door hardware will need to be updated to direct and allow easy access in and out of the MPR. An assistive listening device will need to be added in the MPR for the hard of hearing. Restrooms that service the MPR will need to be updated to current code.
- **Fire/Life/Safety:** The existing wall between the MPR and library is a two-hour fire rated wall which means, in theory, if a fire broke out in the MPR, the wall is rated to hold back the fire for two hours. Removing the existing wall would require a new fire code analysis to determine if any adjacent walls need to be brought up to the new fire code. The current fire alarm system would need to be fully automatic in the new MPR space.

Option A: Expanding the MPR into the Library (continued)

- Structural Safety: If the wall between the MPR and library is removed, a structural engineering analysis would need to be completed to determine if the existing framing is sufficient to support a retractable partition wall.
- Code Upgrades: Lighting sensors would be required to meet Title 24 code standards and non-illuminated exit signs would need to be replaced with illuminated units.

The estimated cost of this work is approximately \$815K (see Exhibit A). The downside to this option is that, even with the additional floor space that would be created by these modifications, stage visibility and line-of-sight issues would remain, due the nature of the floor plan, walls, and low ceiling height.

Option B: Remove Temporary Partition Walls in the Library

This option would leave the existing wall between the MPR and library in place. As a result, it would not address the lack of space problem in the MPR. It would, however, provide additional needed floor space in the library area. Estimated cost for this work is under \$1,000 and the work could be performed by the Maintenance and Operations crew.

Temporary partition walls were erected in the library several years ago to create space for a computer lab that has since been moved to a new portable. This space is not currently being utilized. Removing the partition walls would greatly increase the space of the library, giving more room for students and reading materials. Since the walls are temporary partitions, DSA approval is not required.

Conclusion

Because removal of the wall between the library and MPR (Option A) will not provide substantively increased floor space and because it would create a stage visibility and line-of-sight impairment for some of the area in the newly expanded space, staff recommends Option B. Formal Board action is not required for Option B. If Trustees would prefer that staff pursue Option A, staff will prepare a Discussion/Action agenda item for the April Board meeting to secure authorization from the Trustees to hire an architect and to begin the project.

FINANCIAL IMPLICATIONS

Option A – Bid Project See Exhibit A:	\$814,773
Possible Funding Source:	CFD 87-1, Developer Fees
Time Frame to Completion:	12 months (includes DSA review and approval)

Option B – District Labor + Materials:	\$800 - \$1,000
Funding Sources:	Routine Restricted Maintenance Account
Time Frame to Completion:	2-3 weeks

Newhart MPR and Library Expansion
March 9, 2010
Page 3

STAFF RECOMMENDATION

It is respectfully recommended that Board President Bryson recognize Ron Lebs, Deputy Superintendent, Business and Support Services, and John Forney, Director, Maintenance, Operations and Construction, who will be available to answer any questions and receive direction from the Board of Trustees.

		February 15, 2009			
		Percent Factor	Percent Project	Budgeted Amount	Estimated OPSC Funding
A.. ESTIMATED CONSTRUCTION (HARD) COSTS					
1	MPR - Renovation			\$ 235,000	
2	DSA - ADA			\$ 121,775	
3	DSA - FLS			\$ 21,750	
4	DSA - Structural Safety			\$ 2,500	
5	Partition			\$ 16,500	State Grants
6	Subtotal:			\$ 397,525	\$ -
7	Code required upgrades			\$ 2,500	\$ -
8	HVAC Upgrade			\$ 90,000	\$ -
9	Dry Utilities (Electrical, Low Voltage) Upgrades			\$ -	\$ -
10	Site Clean-Up (DTSC/HAZMAT)			\$ -	\$ -
11	Subtotal:			\$ 92,500	
12	Available for Construction (Prime Contractor Bids)	60.1%		\$ 490,025	\$ -
13	Construction Estimate Contingency	10.0%		\$ 49,003	
14	Subtotal:	66.2%		\$ 539,028	
15	GC's General Conditions Costs	15.0%		\$ 80,854	
16	Subtotal:	76.1%		\$ 619,882	\$ -
17	CG's Fees	4.0%		\$ 24,795	
18	BID CONTINGENCY (Escalation)	5.0%		\$ 24,501	
19	TOTAL ESTIMATED CONSTRUCTION COST:	82.1%		\$ 669,178	
B.. ESTIMATED PROJECT (SOFT) COSTS					
20	Site Surveys / Topos	lump sum		\$ -	\$ -
21	Site Geotech / Soil Borings	lump sum		\$ -	\$ -
22	Furniture, Fixtures, Equipment (FFE) Allowance	lump sum		\$ -	\$ -
23	Architect/Engineer Fees	lump sum		\$ 75,000	
24	Specialty Consultants	0.00%		\$ -	
25	DSA Plancheck Fees	1.05%		\$ 7,023	
26	CDE Project Review Fees	0.00%		\$ -	
27	DTSC/HAZMAT Environmental Consultant/Fees	0.00%		\$ -	\$ -
28	CEQA Consultant	0.00%		\$ -	
29	Utility City/County Fees & Inspections	lump sum		\$ -	
30	DSA Inspector of Record	2.50%		\$ 16,729	
31	Special Inspection + Materials Testing	0.50%		\$ 3,346	
32	Labor Compliance Program Administration	0.00%		\$ -	\$ -
33	Bidding / Reimbursable	1.50%		\$ 10,038	
34	SUBTOTAL:	13.8%		\$ 112,136	\$ -
35	PROJECT CONTINGENCY (District reserve added cost)	5.00%		\$ 33,459	
36	TOTAL ESTIMATED SOFT COST:	17.9%		\$ 145,595	
37					
38	TOTAL ESTIMATED PROJECT BUDGET:			\$ 814,773	
39	PROJECT ELIGIBILITY (OPSC APPROVED):			\$ -	
40	DISTRICT LOCAL FUNDING:			\$ 814,773	
41	TOTAL AVAILABLE FUNDING:			\$ 814,773	

PREPARED BY ARCHITECT:

APPROVED BY DISTRICT:

X

X

February 16, 2010

PROJECT SCOPE OF WORK AND ESTIMATE

Newhart Middle School Proposal
Capistrano Unified School District
Project 0814700.06

I. Facilities Master Plan Findings:

- A. Based on the Master Plan evaluation of Minimum Essential Facilities (Administration, Library, Multi-Purpose Room and Gymnasium), the Multi-Purpose Room is undersized based on student enrollment. (See Facilities Master Plan, Capistrano Valley Family, Volume A, Newhart Middle School, Page 7.)
- B. This proposal is in keeping with the Facilities Master Plan recommendation for expansion of the Multi-Purpose Room.

II. Existing Conditions:

- A. Based on the Master Plan evaluation, the carpet and ceiling tile are in poor condition.
- B. The ceiling is low and will need to be raised to create a larger, more open space.

III. Scope of Work: Multi-Purpose Room Expansion

- A. Remove existing interior partition walls.
- B. Remove existing suspended ceiling and raise. Reconfigure existing lighting and HVAC supply and return.
- C. Install new HVAC unit to properly serve the enlarged space.
- D. Install a new folding partition to separate the Multi-Purpose and Library.

EXHIBIT B **(1 of 4)**

IV. DSA Related Issues:

- A. The following project still needs to be closed out and certified: **A03-108442.**
- B. ADA/Access:
 - 1. Although the parking stalls were upgraded recently due to the two-story modular classroom additions, DSA is now requiring that all access related issues have an "A" number larger than A109701. Therefore parking will be included in the scope of work.
 - 2. Signage and door hardware will be need to be upgraded.
 - 3. Restrooms that serve the Multi-Purpose Room do not meet current accessibility code and will need to be upgraded. DSA is requiring restroom review for any project whose "A" number is less than 04-109330.
 - 4. An assistive listening device will be required for an assembly space.
- C. Fire/Life/Safety
 - 1. The remodel will require a new fire code analysis. The wall which is scheduled for demolition is a two-hour fire-rated wall.
 - 2. The fire alarm will need to be upgraded to fully automatic for the remodel area.
- D. Structural Safety
 - 1. The structure will have to be evaluated to determine if it can support the weight of the partition.
- E. Code Upgrades
 - 1. Lighting sensors will be required to meet Title 24 standards.
 - 2. Non-illuminated exit signs will need to be replaced with illuminated units.

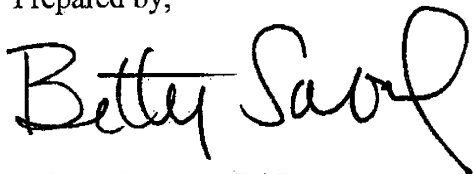
Project Scope of Work and Estimate
Newhart Middle School Proposal
Capistrano Unified School District
Project 0814700.06
February 16, 2010
Page 3

F. Construction Budget

1. The total construction budget is based on the available information and possible issues that may arise with a renovation type project. We have included contingencies to allow for some unforeseen conditions that may be found in the building.
2. The total construction cost budget for the above scope plus contingency is \$669,178.00.
3. The total soft cost for the project including contingency is \$145,595.00.
4. The total project budget would therefore be **\$814,773.00** (attached is Exhibit A with a detailed breakdown of the scope above.)

We believe that the above project costs are comprehensive and include consideration for issues that may arise.

Prepared by,



ELIZABETH SABOL
Architect
LEED™ AP

BS:wq/P00814700x2-sow

Enc.: Exhibit A Cost Estimate

cc: Robert Hensley, Architect, AIA, LEED™ AP, Chairman, Principal, WLC Architects, Inc.

				February 15, 2009	
		Percent Factor	Percent Project	Budgeted Amount	Estimated OPSC Funding
A. ESTIMATED CONSTRUCTION (HARD) COSTS					
1	MPR - Renovation			\$ 235,000	
2	DSA - ADA			\$ 121,775	
3	DSA - FLS			\$ 21,750	
4	DSA - Structural Safety			\$ 2,500	
5	Partition			\$ 16,500	State Grants
6	Subtotal:			\$ 397,525	\$ -
7	Code required upgrades			\$ 2,500	\$ -
8	HVAC Upgrade			\$ 90,000	\$ -
9	Dry Utilities (Electrical, Low Voltage) Upgrades			\$ -	\$ -
10	Site Clean-Up (DTSC/HAZMAT)			\$ -	\$ -
11	Subtotal:			\$ 92,500	
12	Available for Construction (Prime Contractor Bids)		60.1%	\$ 490,025	\$ -
13	Construction Estimate Contingency	10.0%		\$ 49,003	
14	Subtotal:		66.2%	\$ 539,028	
15	GC's General Conditions Costs	15.0%		\$ 80,854	
16	Subtotal:		76.1%	\$ 619,882	\$ -
17	CG's Fees	4.0%		\$ 24,795	
18	BID CONTINGENCY (Escalation)	5.0%		\$ 24,501	
19	TOTAL ESTIMATED CONSTRUCTION COST:		82.1%	\$ 669,178	
B. ESTIMATED PROJECT (SOFT) COSTS					
20	Site Surveys / Topos	lump sum		\$ -	\$ -
21	Site Geotech / Soil Borings	lump sum		\$ -	\$ -
22	Furniture, Fixtures, Equipment (FFE) Allowance	lump sum		\$ -	\$ -
23	Architect/Engineer Fees	lump sum		\$ 75,000	
24	Specialty Consultants	0.00%		\$ -	
25	DSA Plancheck Fees	1.05%		\$ 7,023	
26	CDE Project Review Fees	0.00%		\$ -	
27	DTSC/HAZMAT Environmental Consultant/Fees	0.00%		\$ -	\$ -
28	CEQA Consultant	0.00%		\$ -	
29	Utility City/County Fees & Inspections	lump sum		\$ -	
30	DSA Inspector of Record	2.50%		\$ 16,729	
31	Special Inspection + Materials Testing	0.50%		\$ 3,346	
32	Labor Compliance Program Administration	0.00%		\$ -	\$ -
33	Bidding / Reimbursable	1.50%		\$ 10,038	
34	Subtotal:		13.8%	\$ 112,136	\$ -
35	PROJECT CONTINGENCY (District reserve added cost)	5.00%		\$ 33,459	
36	TOTAL ESTIMATED SOFT COST:		17.9%	\$ 145,595	
37					
38	TOTAL ESTIMATED PROJECT BUDGET:			\$ 814,773	
39	PROJECT ELIGIBILITY (OPSC APPROVED):			\$ -	
40	DISTRICT LOCAL FUNDING:			\$ 814,773	
41	TOTAL AVAILABLE FUNDING:			\$ 814,773	

PREPARED BY ARCHITECT:

APPROVED BY DISTRICT:

X

X

July 1, 2010

**MULTI PURPOSE ROOM EXPANSION
NEWHART MIDDLE SCHOOL
PROJECT TIMELINE**

Capistrano Unified School District
San Juan Capistrano, CA

WLC Architects, Inc.

PHASE: DESCRIPTION	Duration Days	Start Date	Completion Date
0.0 Planning	14	August 1, 2010	August 15, 2010
0.01 Scope Definition	7	August 1, 2010	August 8, 2010
0.02 Verify Existing Conditions	7	August 8, 2010	August 15, 2010
1.0 Preliminary Design	30	August 15, 2010	September 14, 2010
1.1 School Input, CUSD interface			
2.0 Design Development	30	September 14, 2010	October 14, 2010
2.1 Engineer input, Technical Standards M/O Review			
3.0 Construction Document Phase	240	October 14, 2010	June 11, 2011
3.1 Document Preparation	60	October 14, 2010	December 13, 2010
3.2 DSA review	150	December 13, 2010	May 12, 2011
3.3 Back-check	30	May 12, 2011	June 11, 2011
3.2 District Review and Approval	1	June 14, 2011	June 15, 2011
4.0 Bidding and Contract Negotiations	42	June 22, 2011	August 3, 2011
4.1 District Approval of Construction	1	August 9, 2011	August 10, 2011
5.0 Construction	120	August 20, 2011	December 18, 2011
Total Project Timeline		August 1, 2010	December 18, 2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

July 13, 2010

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

FROM: Julie Hatchel, Assistant Superintendent

SUBJECT: **HIGH SCHOOL PILOT COURSE APPROVAL: BIOTECHNOLOGY**

BACKGROUND INFORMATION

Dana Hills High School would like to pilot a new science elective called Biotechnology. Biotechnology is a lab-intensive course designed to combine molecular biology with practical applications. Students will be exposed to DNA fingerprinting, gene mapping, electrophoresis, and DNA spooling, as well as activities that apply biotechnology to daily life. Students will also have the opportunity to address social and ethical issues surrounding biotechnology. This course offers students an opportunity to experience the basics of microbiology, human genetics, biotechnology, and exploration of bioethical issues. Biotechnology will encourage students to increase participation in high school science. Students will learn valuable skills that are transferable to biotechnology related technical fields and get on-the-job experience through a coordinated mentorship program in partnership with local biotechnology related companies. The course outline is included in Exhibit A.

CURRENT CONSIDERATIONS

This agenda item presents for Board consideration the approval of Biotechnology (Exhibit A) to be piloted in the 2010-2011 school year at Dana Hills High School.

FINANCIAL CONSIDERATIONS

There is no additional financial impact to the general fund concerning the piloting of this course. All the costs associated with the course will be paid for through the Dolphin Force Foundation. The teacher has been gathering private donations from companies in the biotech industry. They have donated equipment and money for all the material costs and books for a pilot. The district will not have to provide any money for the books or materials.

STAFF RECOMMENDATIONS

It is requested that Board President Anna Bryson recognize Julie Hatchel, Assistant Superintendent, Education Division, who will present this item. It is recommended the Board approve the Biotechnology course be piloted in the 2010-2011 school year.

DISCUSSION/
ACTION

BIOTECHNOLOGY

Overview:

Biotechnology is the study and manipulation of living organisms and their building blocks for commercial use. This course is designed to give students an introduction to the conceptual ideas and the techniques used in the laboratory to manipulate living organisms. Aligned to the Chemistry and Biology standards, this class is set up to be hands-on, where students will learn material in the classroom and then directly apply it in a laboratory experiment. Upon completion of the class, students will be able to describe how scientists are able to manipulate the DNA of an organism in order to make proteins and small molecules. Students should also be able to prepare solutions and other materials to carry out an experiment, run the experiment, analyze the results, and communicate their results, both written and orally. Finally, students will be able to maintain a scientific notebook and understand the legal and ethical importance of keeping detailed procedures, observations, and results.

Course Outline

The topics covered in the course are directly aligned with the textbook, Biotechnology: Science for the New Millennium, by Ellyn Daugherty. Throughout the course of one year, six major units of study will correspond to units of study from the textbook.

1. Students will begin with an overview of Biotechnology, including the raw materials used and basic skills needed to carry out experiments.
2. Students will review the basic building blocks and structure of DNA. They will learn how scientists isolate and manipulate DNA and characterize their results through gel electrophoresis.
3. Students will first review the basic building blocks of proteins and their structures. They will learn techniques used in the lab to manipulate and characterize proteins.
4. Students will learn how organisms are genetically modified to produce proteins and small molecules of interest and study the process that Biotechnology companies use to bring an idea to an actual product sold to the public.
5. Students will learn direct applications of biotechnology that are currently implemented in the areas of plants, agriculture, and medicine.
6. Students will learn about different career paths in the area of Biotechnology.

EXHIBIT A

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

July 13, 2010

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

FROM: Julie Hatchel, Assistant Superintendent, Education Division

SUBJECT: **APPROVAL: BOARD POLICY 6146.1, HIGH SCHOOL GRADUATION
REQUIREMENTS**

BACKGROUND INFORMATION

Board Policy 6146.1 updates high school graduation requirements for all students, including comprehensive, continuation, and adult schools. This policy also describes other options to earn high school credit.

CURRENT CONSIDERATIONS

This item requests approval of proposed revisions to Board Policy 6146.1, High School Graduation Requirements, Section 4 (d) College Courses, Exhibit A. This change has come about to provide flexibility, with the approval of the superintendent's designee, to allow students with highly impacted schedules to take a single class toward the graduation requirements. Proposed additions to the board policy are underlined; deletions are struck through.

FINANCIAL IMPLICATIONS

There are no financial implications to this agenda item.

STAFF RECOMMENDATION

It is respectfully requested that the Board President recognize Julie Hatchel, Assistant Superintendent, Education Division, to present the proposed revisions to Board Policy 6146.1, High School Graduation Requirements. At the conclusion of this discussion, it is respectfully recommended the Board approve Board Policy 6146.1 (Exhibit A) for a first reading.

DISCUSSION/
ACTION

Instruction

BP 6146.1(a)

HIGH SCHOOL GRADUATION REQUIREMENTS

The state of California has established high school graduation requirements for all students. The state's prescribed course of study for students in Grades 9-12 to receive a diploma is listed in the table below (Education Code 51225.3). The Governing Board of the District has adopted graduation requirements for all students which exceed the requirements of the state of California. (Note: 10 credits equal 1 full-year course, and 5 credits equal 1 semester course.)

	CA	2009-11	2012	Serra	Adult Ed
Subject	Credit	Credit	Credit	Credit	Credit
English	30	40	40	40	40/40/40
Mathematics	20	20 with Algebra	20 with Algebra	20 with Algebra	20-with Algebra
Science	20	20	20	20	20
Social Studies	30	30	30	30	30
Visual or Performing Arts, or Foreign Language	10	10	10	10	10
Health		5	5	5	5
College and Career Planning			5	5	
Physical Education	20*	20	20	20	20
Electives	**	75	70	45	65
High School Exit Examination		Must Pass to Graduate	Must Pass to Graduate	Must Pass to Graduate	Must Pass to Graduate
TOTAL	130	220	220	190	190

* Such other coursework as the governing board of the school district may, by rule, specify.

The Governing Board authorizes the granting of a high school diploma to any pupil who has completed the prescribed course of study for any of the following schools: (1) traditional high school, (2) continuation high school, and/or (3) adult school.

1. Requirements for Graduation/Traditional High School

General Conditions

- a. High school graduation is conditional upon the successful completion of the required course of study totaling a minimum of 220 semester units of work.

EXHIBIT A

(1 of 8)

- b. To receive a high school diploma from the Capistrano Unified School District, in addition to 1(a), students must pass the California High School Exit Examination.
- c. To receive a high school diploma from CUSD, students must maintain a satisfactory program of continued education and attend a total of eight semesters in Grades 9-12, unless application for early graduation is filed one semester in advance.

A traditional high school program includes successful completion of the following credits (recommended grade level in parentheses):

5 of Reading Skills Development (9) - students who score at or above grade level on the approved district reading assessment are exempt from the graduation requirement to take a course in reading during Grade 9.

40 of English

30 of Social Science, including:

10 World History (10)

10 U.S. History (11)

5 American Government (12)

5 Economics (12)

20 Mathematics (9-11) (Includes Algebra I, or Algebra IA/IB or Applied Mathematics I/II)

20 Science, including both biological and physical sciences (9-11)

10 Fine Arts or Foreign Language (9-11)

20 Physical Education (9-11)

5 Health (9)

5 College and Career Planning (9)

Electives needed to complete a total of 220 semester units.

The Superintendent or designee shall establish regulations under which the District may grant credits toward graduation for college courses and private instruction attended by District students.

The Superintendent or his designee may grant physical education credit for independent study programs. Specifically, only individual sports with national competitive rankings are eligible for consideration under this provision.

The Superintendent or designee may grant physical education credit for participation in District interscholastic athletic programs when a student has been exempted from physical education classes because of this participation and when such participation entails a comparable amount of time and physical activity.

Students using interscholastic athletics participation to fulfill physical education requirements may be graded on this participation, provided that a teacher credentialed to teach physical education supervises this participation and assigns the grade.

EXHIBIT A

(2 of 8)

2. Transfers

To participate in a graduation ceremony and receive a diploma from a CUSD comprehensive high school, a student must be enrolled prior to the first day of the spring semester. These students must successfully complete 25 CUSD credits. Students who transfer in the fall semester of their senior year must successfully complete 50 CUSD credits.

a. Reciprocity on Graduation Requirements

Students in Grades 9-12 transferring to this District from schools outside of California must meet CUSD's graduation requirements, including CAHSEE, in order to receive a high school diploma.

b. Transfer credits are accepted from accredited institutions only.

c. Courses from the transferring district which are designated as honors courses will not receive honors credit if there is not a corresponding CUSD course of the same title with the same description.

d. Courses designated as Advanced Placement from accredited transferring districts will receive additional weighted credit, which will be computed using the following numerical value: A = 5, B = 4, C = 3, D = 1, and F = 0.

3. Requirements for Graduation/Continuation School

a. General Conditions

The Governing Board shall grant a diploma of continuation high school graduation to any pupil upon completion of the prescribed course of study including satisfactory completion of a minimum of 190 semester credits of classroom instruction and supervised learning.

b. Basic Requirements

(1) The specific subject requirements for a continuation high school diploma are identical to those required of the traditional high school. In addition to the specific subject requirements, electives are needed to complete a total of 190 semester credits.

(2) Students wishing to receive a continuation high school diploma must successfully complete a minimum of five credits at the continuation high

school. In the event of extenuating circumstances, the Superintendent or designee, may waive this requirement.

(3) Requirements for Graduation/Adult School

a. General Conditions

The Governing Board shall grant a diploma of adult high school graduation to any pupil upon completion of the prescribed course of study, including satisfactory completion of a minimum of 190 semester credits of classroom instruction and supervised learning.

b. Basic Requirements

(1) The specific subject requirements for an adult high school diploma are identical to those required of the traditional high school with the exception of physical education courses. Such courses are not required for adult school graduation. In addition to the specific subject requirements, electives are needed to complete a total of 190 semester credits.

(2) Students wishing to receive an adult school diploma must successfully complete a minimum of five credits at that adult school. In the event of extenuating circumstances, the Superintendent or designee may waive this requirement.

4. SATISFACTORY HIGH SCHOOL CREDIT MAY BE EARNED THROUGH OTHER AVENUES:

a. Juvenile Court School

The District shall accept for credit any coursework satisfactorily completed by students while detained in a juvenile court school or county or state-operated detention institution. District students who successfully complete District graduation requirements while so detained shall receive a diploma from the school they last attended.

b. Private Instruction/Internet Learning

At their discretion, the Superintendent or designee may grant credit toward high school graduation for private instruction or Internet Learning, provided that:

(1) The instruction entails fields and subjects included in the school's courses of study and curricula.

- (2) The student demonstrates his/her capabilities at the beginning and at the end of the period of private instruction or Internet learning by examinations given under the school's supervision, thereby showing that the student has made progress in learning satisfactory to the school.
- (3) The Deputy Superintendent, Education, or designee has approved the curriculum and final evaluation instrument used in the private instruction or created by the Internet service provider.
- (4) Credit earned online while the student attends District schools in Grades 9-12 is solely intended for remedial work to make up a grade of "F."
- (5) Credit earned at a private high school while the student attends District schools in Grades 9-12 is limited to a maximum of 10 credits annually and may only be granted if the District's summer school does not offer the course.

c. Foreign Language Instruction

The District shall accept for credit foreign language courses successfully completed in a private school or via the Internet, provided that all of the following conditions are met:

- (1) The student or parent/guardian applies in writing for the credit, specifies the private school attended or the pre-approved Internet provider, the amount and level of credit requested, and submits written evidence from the private school showing the student successfully completed the course.
- (2) The number of credits sought equals at least one semester's work.
- (3) The Deputy Superintendent, Education, or designee determines that the student's achievement is equivalent to that expected of a student of comparable ability taking the same or similar instruction in a District school.

Students desiring credit in a world language course or courses through private study or via the Internet may do so if the target language is not offered at the student's home school.

d. College Courses

- (1) The individual may complete his/her high school education by attending an accredited college.

- (2) The District maintains a cooperative agreement with Saddleback College—the Concurrent College Studies Program. Under the auspices of the program, a student may enroll in one Saddleback College course per semester. Courses under this program receive high school credit as well as college credit. College courses may not be taken, if the course is offered at the student's home campus. Graduation requirements, with the exception of electives, may not be taken ~~under this program~~, unless approved by the superintendent's designee.
- (3) College courses will be equated to high school credits on the following basis: each semester unit of college credit is equal to three and one-third high school credits.
- (4) The student receives the same letter grade for the high school credit as is granted by the college. No additional grade point will be added if a student earns an "A" or "B" grade.

5. High School Equivalency/CHSPE

The Governing Board desires that every student have the opportunity to earn a high school diploma through successful completion of class work and Board-approved competency tests.

The Governing Board, however, recognizes that the California Legislature has provided two alternatives to the high school diploma: the General Educational Development Certificate for individuals 18 or older, and the California High School Competency Certificate for persons 16 or older or who have been in the tenth grade for a year or who are currently enrolled in the final semester of tenth grade. These certificates may be granted by the California Department of Education (CDE) to individuals who pass performance tests established by the Department.

The principal of each school maintaining tenth, eleventh, and/or twelfth grades shall distribute to each student in those grades an announcement explaining the California High School Proficiency Examination as provided under Education Code 48412. When announcements from the CDE or its contractor are received, this information shall be distributed early enough to enable interested students to register for the test.

Any person 16 or older or who has been in the tenth grade for a year or who is currently enrolled in the final semester of tenth grade may apply to have his/her proficiency in basic skills verified by examination according to criteria established by the CDE.

Any person 18 or older may take the General Educational Development Test (GED) given by the CDE in order to receive the High School Equivalency Certificate.

6. California High School Exit Examination (CAHSEE)

EXHIBIT A
(6 of 8)

- a. The Superintendent or designee shall provide notification to the parent or guardian of the pupil that each pupil completing the 12th grade will be required to successfully pass the California High School Exit Examination.
- b. Each pupil shall take the CAHSEE commencing in March of the tenth grade and may take it each time the District offers the CAHSEE until all sections of the examination have been passed.
- c. The Superintendent or designee shall provide remedial instruction for any student who does not demonstrate adequate progress toward passing the CAHSEE or fails to pass any section of the CAHSEE. This instruction may be provided before, during, or after school, during weekend sessions, or in summer school, and shall continue until the student has passed the CAHSEE or ceases to be enrolled in the district. Participation in remedial summer school instruction is required before a pupil may enroll in any enrichment component offered in summer school.

7. Graduation Ceremonies

- a. The Governing Board does not permit nor recognize any graduation ceremony for CUSD students other than the ceremonies attached to graduation from high school (Grade 12); continuation school (Grade 12); or Adult/Community Education (Grade 12).
- b. Students may participate in the graduation ceremony if:
 - (1) They qualify for a diploma by earning 220 credits, meeting all graduation requirements, and passing the CAHSEE, or
 - (2) They qualify for a Certificate of Achievement by earning 220 credits and meeting all graduation requirements except for passing the CAHSEE. Students must complete intervention classes and attempt to pass the CAHSEE after 10th grade unless otherwise indicated by an IEP.

Legal Reference:

EDUCATION CODE

37252 Summer school instructional programs
 35160 Authority of governing boards
 35160.1 Broad authority of school districts
 35160.5 Extracurricular and cocurricular activities, differential standards
 8645.5 Course credit re juvenile court schools
 48400-48403 Persons subject to compulsory continuation education
 48410 Persons exempt from continuation classes
 48412 Certificate of Proficiency; examination fees
 48413 Enrollment in continuation classes
 48414 Reenrollment in district
 48430 Continuation education schools and classes

EXHIBIT A

(7 of 8)

48431.6 *Review and counseling of academic progress at age 16 or 10th grade*
 48800-48803 *Attendance at community college; advanced education*
 51220 *Areas of study; grades 7-12*
 51224 *Skills and knowledge required for adult life*
 51225.3 *Requirements for graduation*
 51225.4 *Elementary school certification of sufficient preparation for high school*
 51226 *Board review of curriculum every three years; model standards*
 51240-51246 *Exemptions from requirements*
 51242 *Exemption from physical education for athletic program participants*
 51243-51245 *Credit for foreign language private school studies*
 51260-51269 *Drug education*
 51400-51442 *Diplomas and certificates*
 51740 *Authority to provide instruction by correspondence*
 52508 *Diplomas or certificates (adult school)*
 52510 *Requirements for eighth grade graduation (adult school)*
 56000 *Education of individuals with exceptional needs*
 56341 *Individualized education program team*
 56345 *Elements of the IEP*
 60850 *High School exit examination*
 60851 *Successful completion of test for graduation*
 60852 *Deferment of examination requirement for certain students*
 60853 *Preparation of students for examination*

VEHICLE CODE

12507 *Driver education*

CODE OF REGULATIONS, TITLE 5

1600-1651 *Graduation of pupils from Grade 12 and credit toward graduation*
 1630 *Credit for college courses*
 1631 *Credit for private instruction*
 1632 *Credit for private school foreign language instruction*
 1633 *Credit for correspondence instruction*
 1634 *Credit to present or past member of the armed services*
 3069 *Graduation*
 11520 *Definitions*
 11521 *Placement on pupil transcript*
 11522 *Requirements for exemption from school attendance form*
 11523 *Requirement to make examination announcements*
 11530 *High School Equivalency Certificate*

Policy

adopted: February 8, 1999

revised: June 12, 2000

revised: June 24, 2002

revised: August 19, 2002

revised: September 11, 2006

revised: April 21, 2008

revised: February 9, 2009


CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

July 13, 2010

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

FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services 

SUBJECT: **FIRST READING: BOARD POLICY 4112.61; 4212.61; 4312.61**
REVISION - EMPLOYMENT REFERENCES

BACKGROUND INFORMATION

The California School Boards Association (CSBA) advises member districts on changes to board policy based upon laws set forth by the legislature and State Board of Education (SBE). As laws change, CSBA continues to recommend changes and revisions to existing board policy and administrative regulations. In addition to the CSBA recommendations, staff has been reviewing policies and regulations in an effort to streamline operations for more efficiency and/or eliminate “optional” provisions that may have created additional and unnecessary financial burdens on the District.

CURRENT CONSIDERATIONS

This agenda item presents for consideration revisions to **Board Policy 4112.61; 4212.61; 4312.61-Employment References**. Changes are bolded; deletions are struck through.

This item seeks Trustee consideration to revise the classified, certificated and management policy concerning Employment References. The updated policy provides immediate supervisors specific criteria to follow when composing letters of recommendation for employees in good standing.

FINANCIAL IMPLICATIONS

There are no financial implications associated with adopting this policy revision.

STAFF RECOMMENDATION

It is respectfully recommended that the Board President, recognize Assistant Superintendent, Personnel Services, Jodee Brentlinger to review the proposed revisions to **Board Policy 4112.61; 4212.61; 4312.61-Employment References**, Exhibit A. If Trustees are in agreement with the changes, it is respectfully recommended that the Board waive the second reading of this policy and approve them as revised.

DISCUSSION/
ACTION

All Personnel

BP 4112.61

4212.61

EMPLOYMENT REFERENCES

4312.61

Only the Superintendent or designee shall process all requests for references, letters of recommendations or information about the causes or reasons for separation regarding ~~all district employees other than the Superintendent or designee. No other staff member shall make statements concerning a separated employee's performance or the reason(s) why any individual has left district employment.~~


The immediate supervisor or designee may, if requested, provide a letters of recommendation for current employees in good standing provided:

- 1. It is brief, stating absolutely verifiable information concerning the individual, such as length of employment, job description, and responsibilities.**
- 2. It is factually accurate based upon personal knowledge/observation of the person through direct contact with the person. That the statements describing the individual's traits, experiences, skills, and or professional and personal qualities have been verified to be true.**
- 3. The reference relates to a specific position for which the person applied and the work that the applicant will perform.**
- 4. There is good reason to believe that the employee will be a good employee within the position he/she is seeking.**
- 5. Does not include information that might indicate the individual's race, color, age, religion, national origin, disability, gender, or marital/parental status.**

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

July 13, 2010

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

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

SUBJECT: **UPDATES OF PROGRESS OF DIVISION OF STATE ARCHITECT
PROJECT LISTING, WORK SCHEDULE AND PRIORITIES**

BACKGROUND INFORMATION

In an October 2008 letter received from the Superintendent from the Department of General Services, Division of the State Architect (DSA), DSA requested the District inform the governing board of potential liability of any projects closed, but not certified by DSA. At the request of the Board, an update was sent to the Board of Trustees on February 9, 2009, on the progress being made to close with certification the District's outstanding applications listed on the DSA web site. This agenda item is a continuation of the progress being made to close out outstanding applications.

CURRENT CONSIDERATION

Exhibit A is a list of outstanding applications. There is no change from the information provided to the Board at its June 15, 2010 meeting.

FINANCIAL IMPLICATIONS

There are no financial implications with this agenda item at this time. There will be a fee to reopen the closed applications to finalize and close them with certification when all documentation is completed.

STAFF RECOMMENDATION

It is respectfully recommended that Board President Anna Bryson recognize Ron Lebs, Deputy Superintendent, Business and Support Services, who along with John Forney, Director, Construction, will be available to answer any questions Trustee may have.

INFORMATION/
DISCUSSION

UPDATES OF PROGRESS OF DIVISION OF STATE ARCHITECT PROJECT LISTING, WORK SCHEDULE AND PRIORITIES – JULY 13, 2010 (IN BOLD LETTERING)		
04-101942	Don Juan Avila MS 2-Story Modular Buildings	Reports have been sent to PJHM for submittal to DSA.
04-101943	San Clemente HS 2-Story Modular Buildings	Reports have been sent to PJHM for submittal to DSA.
04-104520	Newhart MS 2-Story Modular Buildings, restroom building	All reports have been sent to PJHM for submittal to DSA.
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	All required documents have been recorded by DSA, waiting on certification letter. Documents sent to DSA on 11/24/08
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	Construction complete. Gathering close-out documents and processing change orders.