

Regular Meeting

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

33122 Valle Road
San Juan Capistrano, CA 92675

April 11, 2011

7:00 p.m.

I. PRELIMINARY

Meeting was called to order by _____

Pledge of Allegiance to the Flag

Board consideration and adoption of the agenda.

Motion by _____ Seconded by _____

ROLL CALL:

Jack R. Brick, President

Dr. Gary Pritchard, Vice President

John Alpay, Clerk

Ellen M. Addonizio, Member

Anna Bryson, Member

Lynn Hatton, Member

Sue Palazzo, Member

Larson Ishii, Student Advisor

Present

Absent

CLOSED SESSION COMMENTS

CLOSED SESSION

6:00 p.m.

REPORT ON CLOSED SESSION ACTION

SPECIAL RECOGNITIONS

Sita Helms-CUSD Volunteer and Executive Director, Helping Hands Worldwide

Ryan Norgren and Student Photographers

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

RECORDING OF SCHOOL BOARD MEETINGS

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

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

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

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

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

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

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

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

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

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

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

REASONABLE ACCOMMODATION

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

III. CONSENT CALENDAR

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

GENERAL FUNCTIONS

PAGE #

1. SCHOOL BOARD MINUTES: Approval, minutes of the March 8, 2011, regular Board meeting, minutes of the March 14, March 16, and March 23, 2011, special Board meetings.
(Supporting Information)
Contact: Jane Boos, Manager, Board Office Operations 1
2. 2011 SCHOOL BOARD MEETING SCHEDULE REVISED: Approval, revised 2011 School Board Meeting Schedule.
(Supporting Information)
Contact: Joseph M. Farley, Superintendent 19
3. SCHOOL BOARD MEETING SCHEDULE: Approval, School Board Meeting Schedule for the period January through June 2012.
(Supporting Information)
Contact: Joseph M. Farley, Superintendent 23

CURRICULUM & INSTRUCTION

4. EXPUNGING OF EXPULSION RECORD: Approval, expunging of a student expulsion record.
(Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services 27
5. CALIFORNIA HIGH SCHOOL EXIT EXAM: Approval, petition to waive California Education Code §60851(c)/Board Policy 6162.52—California High School Exit Exam: Case #1011-014 through 1011-020.
(Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services 29
6. OUTDOOR SCIENCE SCHOOL PARTICIPATION: Approval, student participation in outdoor education activities, traveling scientist, and field programs offered by the Orange County Department of Education.
(Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services 31
7. EARLY INTERVENTION FOR SCHOOL SUCCESS GRANT: Approval, Early Intervention for School Success Grant application for Chaparral Elementary School.
(Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services 33
8. AGREEMENT TO REFER STUDENTS TO ACCESS: Approval, Agreement to Refer Students to the Orange County Department of Education ACCESS program.
(Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services 59

9. YMCA STRUCTURED SPORTS PROGRAM PARTICIPATION: Approval, Castille Elementary School student participation in the structured sports program offered by the YMCA of Orange County South Coast. 63
(Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services

BUSINESS & SUPPORT SERVICES

10. PURCHASE ORDERS/WARRANTS: Approval, purchase orders, warrants , and bids. 65
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
11. DONATIONS: Approval, donations of funds and equipment. 125
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
12. MICROSOFT SOFTWARE DONATION: Approval, acceptance of donation in Microsoft software licensing to support the expansion of the SharePoint Professional Learning Community project. 129
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
13. CLAIM DENIAL: Approval, denial of Government Claim #10-87596DP. 131
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services
14. DELEGATION OF AUTHORITY: Approval, Resolution 1011-45, Delegating Authority to the Superintendent to Enter into Change Orders Not to Exceed \$25,000 on Behalf of the District. 135
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
15. ORANGE COUNTY HEALTH CARE AGENCY AGREEMENT: Approval, Orange County Health Care Agency Agreement with CUSD for Continuation of AB 3632 Mental Health Services for Special Education Students. 139
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
16. INCOME AGREEMENT: Approval, Income Agreement with OCDE to provide interpreter training sessions to District staff and educational interpreters. 151
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
17. MASTER CONTRACT: Approval, master contract for special education services to be provided by Heritage School, a non-public school. 159
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
18. PREVIOUSLY ANTICIPATED BID ALTERNATES AND CHANGE ORDERS FOR SAN JUAN HILLS HIGH SCHOOL 30-METER POOL/SUPPORT BUILDINGS: Approval, Bid No. 1011-9, change order Nos. 1 & 2 for the San Juan Hills High School 30-meter pool. 195
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

19.	CONTENT LICENSE AND SERVICE AGREEMENT: Approval, Content License and Service Agreement with Intel-Assess. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i>	197
20.	STATEMENT OF WORK AGREEMENT: Approval, Statement of Work Agreement for Sharepoint 2010 forms and workflow assessment. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i>	213
21.	STATEMENT OF WORK AGREEMENT: Approval, Statement of Work Agreement for Information Technology Efficient Enterprise Assessment. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i>	229
22.	SERVICES AND SUPPORT AGREEMENT: Approval, Services and Support Agreement, Quintessential School Systems. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i>	249
23.	CONTRACT RENEWAL: Approval, renewal of the Workers Compensation Third Party Administration Services contract with CorVel Corporation for 2011-2012. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i>	263
24.	INDEPENDENT CONTRACTOR AGREEMENT: Approval, Insurance Broker Services for Excess Workers' Compensation Insurance, Keenan Associates. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i>	295
25.	INDEPENDENT CONTRACTOR AGREEMENT: Approval, assistive technology services for District students, Goodwill Industries of Orange County/Assistive Technology Exchange Center. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i>	311
26.	INDEPENDENT CONTRACTOR AGREEMENT: Approval, health and nutrition assemblies at Las Palmas and R.H. Dana elementary schools, FoodPlay Productions, LLC. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i>	321
27.	INDEPENDENT CONTRACTOR AGREEMENT: Approval, student personal safety lectures, Get Safe. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i>	331
28.	INDEPENDENT CONTRACTOR AGREEMENT: Approval, math instruction training, Valerie Henry. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i>	341
29.	INDEPENDENT CONTRACTOR AGREEMENT: Approval, physical education program at Wagon Wheel Elementary School, Skyhawks Sports Academy, Inc. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i>	351

30. INDEPENDENT CONTRACTOR AGREEMENT: Approval, speech language pathology services, Hill Rehabilitation Services, LLC. 363
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
31. INDEPENDENT CONTRACTOR AGREEMENT: Approval, health services for District students, Maxim Healthcare Services. 375
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
32. INDEPENDENT CONTRACTOR AGREEMENT: Approval, appraisal services, Harris Realty Appraisal. 387
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
33. MANDATED COSTS REIMBURSEMENT CONTRACT: Approval, three-year agreement for mandated costs services, School Innovations & Advocacy, Inc. 405
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
34. AWARD OF RFQ NO. 6-1011: Approval, award of Request for Qualification (RFQ) No. 6-1011, Special Tax Consulting Services for Public Financing, David Taussig & Associations. 421
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
35. ADVERTISE RFQ NO. 8-1011: Approval, advertise for Request for Qualification (RFQ) No. 8-1011, Financial Advisory Services. 425
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
36. ADVERTISE RFQ NO. 9-1011: Approval, advertise for Request for Qualification (RFQ) No. 9-1011, Demographic Consultant Services. 447
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
37. ADVERTISE BID NO. 1112-02: Approval, authorization to advertise Bid No. 1112-02, Service to Collect, Recycle, and Dispose of Solid Waste Districtwide. 471
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
38. ADVERTISE BID NO. 1112-03: Approval, authorization to advertise Bid No. 1112-03, Bakery Products. 473
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
39. ADVERTISE BID NO. 1112-04: Approval, authorization to advertise Bid No. 1112-04, Outsource Transportation Service. 475
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
40. PROPOSED MEAL PRICE INCREASES: Approval, meal price increases for the 2011-2012 school year. 477
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

PERSONNEL SERVICES

41. RESIGNATIONS/RETIREMENTS/EMPLOYMENT: Approval, classified personnel. 481
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel
42. RESIGNATIONS/RETIREMENTS/EMPLOYMENT: Approval, certificated personnel. 495
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel
43. WILLIAMS SETTLEMENT: Approval, third quarter site review report on complaints relative to the Williams Settlement Uniform Complaint Procedure, 2010-2011 school year. 511
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel
44. MASTER TEACHER PAYMENT: Approval, final payment to master teachers who supervised student teachers during the first semester for the 2010-2011 school year. 515
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel
45. STUDENT TEACHING AGREEMENT: Approval, student teaching agreement with the California State University, Fullerton, Cal State Teach Program. 517
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Larson Ishii _____

Trustee Addonizio _____

Trustee Alpay _____

Trustee Bryson _____

Trustee Hatton _____

Trustee Palazzo _____

Trustee Pritchard _____

Trustee Brick _____

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

IV. DISCUSSION/ACTION

46. **ROLE OF BOARD: POWERS AND RESPONSIBILITIES:** Approval, Resolution No. 1011-48, reaffirmation of the statement regarding the Role of the Board: Powers and Responsibilities. DISCUSSION/
(Supporting Information) ACTION
Contact: Joseph M. Farley, Superintendent Vote _____
Page 523

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Larson Ishii _____

Trustee Addonizio _____

Trustee Alpay _____

Trustee Bryson _____

Trustee Hatton _____

Trustee Palazzo _____

Trustee Pritchard _____

Trustee Brick _____

47. **SAN JUAN ELEMENTARY SCHOOL:** Report and presentation concerning the 160th anniversary of San Juan Elementary School.
(Supporting Information)
Joseph M. Farley, Superintendent
- INFORMATION/
DISCUSSION
Page 527

48. **PROPOSED INDEPENDENT STUDY HIGH SCHOOL:** Consideration and approval, establishment of an independent study high school.
(Supporting Information)
Julie Hatchel, Assistant Superintendent, Education Services
- DISCUSSION/
ACTION
Vote _____
Page 529

Motion by _____ Seconded by _____

49. **PROPOSED 2011-2012 SCHOOL CALENDAR:** Approval, proposed 2011-2012 School Calendar.
(Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services
- DISCUSSION/
ACTION
Vote _____
Page 537

Motion by _____ Seconded by _____

50. **CSEA/CUSD CONTRACT REOPENER PROPOSAL:** Consideration and approval, CUSD contract reopener proposal with CSEA for the 2011-2012 school year.
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services
- DISCUSSION/
ACTION
Vote _____
Page 541

Motion by _____ Seconded by _____

51. **CUEA CONTRACT REOPENER PROPOSALS:** Consideration and approval, CUSD/CUEA contract reopener proposals for the 2011-2012 school year.
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services
- DISCUSSION/
ACTION
Vote _____
Page 545

Motion by _____ Seconded by _____

52. **TEAMSTERS/CUSD CONTRACT REOPENER PROPOSAL:** Consideration and approval, CUSD contract reopener proposal with Teamsters for the 2011-2012 school year.
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services
- DISCUSSION/
ACTION
Vote _____
Page 551

Motion by _____ Seconded by _____

53. **IMPLEMENTATION OF CSEA RESTORATION – FURLOUGH DAYS:** Consideration and approval, proposed implementation plan to restore CSEA furlough days.
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services
- DISCUSSION/
ACTION
Vote _____
Page 555

Motion by _____ Seconded by _____

54. **COMMUNITY FACILITIES DISTRICT NO. 2005-1 (WHISPERING HILLS) -
PUBLIC HEARING CONTINUED:** Consideration and approval, Resolution No.
1011-47, Continuing Public Hearing for Consideration of Supplemental Special Tax
Revision Proceedings Reducing Special Taxes of CFD 2005-1 (Whispering Hills).
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

DISCUSSION/
ACTION
Vote _____
Page 563

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Larson Ishii _____

Trustee Addonizio _____

Trustee Alpay _____

Trustee Bryson _____

Trustee Hatton _____

Trustee Palazzo _____

Trustee Pritchard _____

Trustee Brick _____

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

INFORMATION/
DISCUSSION
Page 569

V. ADJOURNMENT

**THE NEXT REGULAR MEETING OF THE GOVERNING BOARD WILL BE HELD ON
WEDNESDAY, APRIL 27, 2011, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT
OFFICE BOARD ROOM, 33122 VALLE ROAD,
SAN JUAN CAPISTRANO, CALIFORNIA**

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

www.capousd.org

VI. CLOSED SESSION

56. Closed Session (as authorized by law)

- A. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
 - 1) Assistant Superintendent, SELPA, Special Education Operations
 - 2) Executive Director, Secondary Schools, Adult and Alternative Education Programs
 - 3) Principal
 (Pursuant to Government Code §54957)

- AA. CONFERENCE WITH LEGAL COUNSEL–EXISTING LITIGATION
 - Superior Court of the State of California
 - County of Orange
 - Case No. 30-2008 00114162
 - CUEA v. CUSD
 (Pursuant to Government Code §54956.9(a))

- B. CONFERENCE WITH LABOR NEGOTIATORS
 - Dr. Joseph M. Farley/Jodee Brentlinger/Ron Lebs
 - Employee Organization:
 - 1) Capistrano Unified Education Association (CUEA)
 - 2) Capistrano School Employees Association (CSEA)
 - 3) Unrepresented Employees (CUMA)
 - 4) Teamsters
 (Pursuant to Government Code §54957.6)

- C. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
 - (Pursuant to Government Code §54957)

- D. STUDENT EXPULSIONS – Items D-1 through D-17
 - Deliberations of Findings of Fact and Recommendations
 (Pursuant to Education Code §48918(c) and §35145)

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
MARCH 8, 2011
EDUCATION CENTER – BOARD ROOM

President Brick called the meeting to order at 6:00 p.m. Prior to recessing to closed session Dr. Farley made the following announcement in regards to closed session item 47AA: The Board will meet with Attorney Jack Sleeth in closed session to discuss a complaint that was filed regarding an alleged Brown Act violation. The Board recessed to closed session at 6:02 p.m. to: confer with Legal Counsel regarding Existing Litigation (one case); confer with Legal Counsel regarding Anticipated Litigation (one case); discuss Student Expulsions (sixteen cases); discuss Issuance of March 15 Non-Reelection Notices (two cases); discuss Public Employee Discipline/Dismissal/Release; and discuss CSEA/CUEA/CUMA/Teamsters negotiations.

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

The Pledge of Allegiance was led by Trustee Bryson.

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

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

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

President Brick asked Vice President Pritchard to facilitate the meeting. **President's Announcement**

Vice President Pritchard reported the following action taken during closed session:
Agenda Item #47 AA – Conference with Legal Counsel – Anticipated Litigation: Significant exposure to Litigation: The Board gave direction to legal counsel. **President's Report From Closed Session Meeting**

Chief Communications Officer Marcus Walton explained that special recognition of John Hamro had to be rescheduled because San Clemente High School's boys' and girls' soccer teams qualified for the CIF regional tournament and had games tonight. **Special Recognition**

Student Advisor Larson Ishii introduced Student Body members Amanda Emery and Collin Burton from Serra High School to present a report on activities taking place at the high school. **Student Body Report**

Trustee Bryson commented on how much she enjoyed reading to an Oak Grove Elementary School second grade class and thanked Principal Jill O'Connell Bogle for inviting her. Trustee Bryson shared she had received information regarding Operation School Project which builds bridges between American children and Afghan children, and calls for schools, businesses, or organizations to partner with schools in Helmand Province, Afghanistan by providing school supplies to the children. Trustee Bryson stated she has discussed this project with CUCPTSA President Michelle Langham. Information on this project will be posted on the CUCPTSA website. **Board and Superintendent Comments**

President Brick stated he had attended the Honor Choir concert last week and will be attending the Honor Band concert on Thursday and encouraged everyone to attend.

Trustee Alpay congratulated the San Clemente High School's girls' water polo team who won the Division II Title Champions and San Clemente High School's boys' soccer team for winning the Division I Title Champions. Trustee Alpay also congratulated Capistrano Valley High School for their victory over Mission High School in boys' baseball. Student Advisor Larson Ishii added that Mission High School is ranked 8th in nation.

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:

- Karen Gee informed the Board about the Trash Artist Challenge contest open to students in grades 3-12 throughout Orange County which is a green arts program turning trash into art.
- Karin Schnell stated March is Arts Education Month and shared data regarding the importance of art education in schools.

Vice President Pritchard asked Trustees for items they wished to pull from the Consent Calendar. Agenda items #5 and #17 were pulled.

**Items Pulled from
the Consent
Calendar**

CONSENT CALENDAR

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

Minutes of the February 8, 2011, regular Board meeting and the February 22, 2011, special Board meeting.

**Minutes
Agenda Item 1**

Readmission of students from expulsion: Case #2010-014, #2010-040, #2010-069, #2010-077, #2010-089, #2010-092, #2010-106, #2010-107, #2010-110, #2010-113, #2010-119, #2010-121, #2010-122, #2010-125, #2010-129, and #2010-131.

**Expulsion
Readmissions
Agenda Item 2**

Petition to waive California Education Code §60851(a) and Board Policy 6162.52 – California High School Exit Examination: Case #1011-011 through #1011-013.

**California High
School Exit Exam
Agenda Item 3**

Orange County Department of Education service agreement with CUSD for the Understanding American Citizenship grant.

**Service Agreement
Agenda Item 4**

Purchase Orders and Warrants as listed.

**Purchase Orders/
Warrants
Agenda Item 6**

Donations of funds and equipment.

**Donations
Agenda Item 7**

Resolution No. 1011-44, Designation of Agents.

**Designation of
Agents
Agenda Item 8**

Reduction in lease payments for Niguel Children's Center at the Foxborough campus.

**Niguel Children's
Center
Agenda Item 9**

Lease purchase agreement for computers at Truman Benedict Elementary School with Dell Financial Services.

**Dell Flex Lease
Purchase
Agreement
Agenda Item 10**

Orange County Department of Education courier service joint powers authority amendment.	Joint Powers Authority Amendment Agenda Item 11
Master Contract for special education services to be provided by Teri, Inc. The Country School, a non-public school.	Master Contract Agenda Item 12
Master Contract for special education services to be provided by Devereux Cleo Wallace, a non-public school.	Master Contract Agenda Item 13
Civil engineering services, SLR Civil Engineering, Inc.	Consulting Agreement Agenda Item 14
Surveying and construction engineering services, Guida Surveying, Inc.	Consulting Agreement Agenda Item 15
Workshops on Seven Habits of Highly Effective Families, Eric Stenlake.	Independent Contractor Agreement Agenda Item 16
Science assemblies, Science on the Go, Inc.	Independent Contractor Agreement Agenda Item 18
General academic guidance workshops, Debra L. Horowitz.	Independent Contractor Agreement Agenda Item 19
EnVision fraction training, Kate Gallaway.	Independent Contractor Agreement Agenda Item 20
Orange County Youth Internet Safety Education Project, Web Wise Kids Training, Orange County Department of Education.	Service Agreement Agenda Item 21
E-rate application for telecommunications and Internet access funding.	E-rate Application Agenda Item 22
Award of Bid No. 1011-10, Roofing Repairs and Maintenance Districtwide, Architectural Roofing Systems dba Pacific Roofing Systems.	Roofing Repairs Agenda Item 23
Authorization to advertise for Bid No. 1011-14, Grocery Products.	Grocery Products Agenda Item 24
Authorization to advertise for Bid No. 1011-13, Snack and Beverage Products.	Snack and Beverage Products Agenda Item 25
Award of Bid No. 1011-08, Milk and Dairy Products, Hollandia Dairy, Inc.	Milk and Dairy Products Agenda Item 26

Resignations, retirements, and employment of classified personnel.	Resignations/ Retirements/ Employment (Classified Personnel) Agenda Item 27
Resignations, retirements, and employment of certificated personnel.	Resignations/ Retirements/ Employment (Certificated Personnel) Agenda Item 28
Certification of temporary athletic team coach qualifications and competencies.	Coach Certification Agenda Item 29
Memorandum of Understanding agreement with the Regional Occupational Program.	ROP Agreement Agenda Item 30

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

Trustee Hatton asked staff if Biotechnology was an A through G approved course. Assistant Superintendent Julie Hatchel stated she would need to report back to Trustees with the answer. **Biotechnology
Agenda Item 5**

It was moved by Trustee Hatton, seconded by Trustee Addonizio, and motion carried unanimously to approve the Biotechnology science elective course for high schools.

Trustee Hatton questioned staff regarding the cost of the program and suggested staff look at other companies that provide the same services or request a discount from Teachscape, Inc. **Independent
Contractor
Agreement
Agenda Item 17**

It was moved by Trustee Hatton, seconded by Trustee Alpay, and motion carried unanimously to table Classroom Walkthrough Institute, Teachscape, Inc.

DISCUSSION/ACTION

Assistant Superintendent Julie Hatchel explained that for the last two months a charter review team has worked in collaboration with the Oxford Preparatory Academy (OPA) to review the charter petition. The review team utilized the Charter School Review Matrix to ensure all critical areas were considered during the process and members from the team visited the Chino Hills location of OPA. The comprehensive analysis and review of the OPA charter revealed the petition provides a reasonably comprehensive description of all required elements of a charter petition and the petitioners are likely to successfully implement the program presented in the petition. **Oxford
Preparatory
Academy Petition
Agenda Item 31**

The following people addressed the Board:

- *Sue Roche thanked staff for their guidance and working collaboratively with Oxford through the petition process.*
- *Gail Benda pointed out her concerns regarding special education services involving District staff and asked Trustees to review the 504 section of the Memorandum of Understanding before approving the charter.*

**Public Hearing:
Capistrano
Connections
Academy Charter
School
Agenda Item 32**

**Public Hearing:
Capistrano
Connections
Academy Charter
School
Agenda Item 32**

- *Franci Sassin thanked the Board for their consideration of this item and stated she appreciated the Board and staff.*

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

NOES: None

ABSENT: None

ABSTAIN: None

SJHHS Pool Bid Award Agenda Item 33

- *Margie Tinsley expressed her gratitude to Tesoro High School for sharing their pool with SJHHS students and Ron Lebs and his staff for all their hard work on this project.*

**CSEA Contract
Reopener Proposal
Agenda Item 34**

Assistant Superintendent Jodee Brentlinger reminded Trustees the Board formally adopted a three-year settlement agreement with CUEA on May 19, 2010, effective from July 1, 2009, through June 30, 2012. Mrs. Brentlinger explained this agenda item presents for Board consideration the District's contract reopener proposal for the 2011-2012 school year. Board Policy 4143.1, Public Notice-Issues of Meeting and Negotiations describes the steps to be taken by the Board and its authorized representatives in order to enter into a new agreement with an exclusive bargaining unit. The District is submitting its proposal to reopen two articles so that 2011-2012 negotiations can be addressed within the context of current District and state economic challenges. Mrs. Brentlinger stated the District proposes discussing Article 8, Class Size and Article 14, Wages. Mrs. Brentlinger added the District has not yet received a formal proposal from CUEA but anticipates receipt by April 1, 2011.

**CUEA Contract
Reopener Proposal
Agenda Item 35**

- *Vicki Soderberg commented that CUEA was encouraged by Trustee Bryson's remarks at the February 22 Board meeting and is looking forward to positive collaborative talks. Teachers are committed to meeting the challenges of next year and negotiation will be based on trust, honesty, and integrity.*

Assistant Superintendent Jodee Brentlinger reminded Trustees the Board formally adopted a three-year settlement agreement with Teamsters on June 29, 2010, effective from July 1, 2009, through June 30, 2012. Mrs. Brentlinger explained this agenda item presents for Board consideration the District's contract reopener proposal for the 2011-2012 school year. Board Policy 4143.1, Public Notice-Issues of Meeting and Negotiations describes the steps to be taken by the Board and its authorized representatives in order to enter into a new agreement with an exclusive bargaining unit. The District is submitting its proposal to reopen two articles so that 2011-2012 negotiations can be addressed within the context of current District and state economic challenges. Mrs. Brentlinger stated the District proposes discussing Article 3, Hours of Employment and Article 11, Wages. Mrs. Brentlinger added the District has not yet received a formal proposal from Teamsters.

**Teamsters
Contract Reopener
Proposal
Agenda Item 36**

Assistant Superintendent Julie Hatchel presented a PowerPoint highlighting the history of the Two-Way Immersion (TWI) program, Program Improvement details, Year Four Major Restructuring Plan, benefits of the TWI schoolwide program, and impact on other sites. Mrs. Hatchel reported community support for the program grows yearly.

**Two-Way
Immersion Report
Agenda Item 37**

Deputy Superintendent Ron Lebs told Trustees Resolution No. 1011-43, is asking Trustees to approve calling a public hearing on April 12, 2011, regarding the reduction in the special taxes of CFD No. 2005-1, assuming all applicable agreements are executed.

**CFD 2005-1
Agenda Item 38**

It was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried unanimously to approve Resolution 1011-43, initiating proceedings for consideration of altering the rate and method of apportionment and reducing the levy of special taxes within CFD 2005-1 (Whispering Hills)

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

President Bryson recognized Deputy Superintendent Ron Lebs, who, along with Executive Director Kristofer Pitman, reviewed Budget spreadsheets and discussed the two scenarios based on the Governor's January two-option budget proposal for 2011-2012. Mr. Lebs advised the Board this item presents a self-qualified certification of the Second Interim Report for 2010-2011, indicating the District may not meet its financial obligations for the current and/or the two subsequent fiscal years. The District's budget is balanced in the current fiscal year but there are budget reductions yet to be specifically

**Second Interim
Report
Agenda Item 39**

identified in the subsequent fiscal years. A self-qualified certification of the Second Interim Report requires additional oversight from the Orange County Department of Education with regard to debt issuance, collective bargaining, and fiscal matters. This self-qualified certification of the Second Interim report requires the District to complete a Third Interim report.

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried by a 5-2 vote to approve the Self-Qualified Certification of the Second Interim Financial Report for the period July 1, 2010, through January 31, 2011, authorize its filing with the County Superintendent of Schools, and approve Resolution No. 1011-42, Incorporating Revenue and Expenditure Increases/Decreases for the District's various funds for 2010-2011.

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

Assistant Superintendent Julie Hatchel asked Executive Director Amy Bryant to present a PowerPoint overview of this item. Dr. Bryant explained the District was identified by the California Department of Education (CDE) as having significant disproportionality in the identification of Hispanic students as eligible for special education pursuant to the requirements of the Individuals with Disabilities Act (IDEA) for 2007-2008. Staff utilized the 2009-2010 year to investigate the calculation methodologies used, research data, and understand the implications of this mandate. Under IDEA requirements, districts determined to have significant disproportionality must develop a Significant Disproportionality-Coordinated Early Intervening Services (SD-CEIS) Plan which provides CDE with a general overview of the District's review of the policies, procedures, programs, and practices including the identification of a pathway to reduce significant disproportionality currently found in the special education system.

**Early Intervening
Services Plan
Agenda Item 40**

Following discussion, it was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried unanimously to approve the SD-CEIS Plan.

Chief Communications Officer Marcus Walton presented for second reading revisions to Board Policy 1325, *Advertising and Promotion*, and Board Policy 1326, *Posting and Distributing Flyers*. Mr. Walton explained that community organizations and business groups often request school sites and District officials to distribute flyers, advertising programs, services, or events to students. Approving the revision to Board Policy 1325 ensures materials disseminated to students are restricted to school-sponsored activities or activities sponsored by groups affiliated with the District. Accepting the proposed changes would revise Board Policy 1325 and eliminate Board Policy 1326.

**Board Policy
Revision
Agenda Item 41**

It was moved by Trustee Alpay, seconded by Trustee Brick, and motion carried unanimously to approve the revisions to Board Policy 1325, *Advertising and Promotion*, and the deletion of Board Policy 1326, *Posting and Distributing Flyers*.

It was moved by Trustee Addonizio, seconded by Trustee Hatton, and motion carried unanimously to approve the revisions to Board Policy 5117.1, *Open Enrollment Act/Romero Bill*.

**Board Policy
Adoption
Agenda Item 42**

It was moved by Trustee Bryson, seconded by Trustee Alpay, and motion carried unanimously to approve the revisions to Board Policy 5118, *Interdistrict Attendance Agreements*.

**Board Policy
Revision
Agenda Item 43**

Assistant Superintendent Julie Hatchel presented the proposed revisions to Board Policy 5119, *Open Enrollment* for second reading. Mrs. Hatchel explained additional revisions have been made to the policy taking into consideration Trustee Alpay's requests to more

**Board Policy
Revision
Agenda Item 44**

clearly define the open enrollment process for Two-Way Immersion students as well as adding a priority status for students in specific attendance areas within the San Clemente and Capo Beach area to be able to attend San Clemente High School if desired. The new Priority D status allows students residing within a feeder pattern that has been divided between levels (elementary to middle or middle to high school) to be given priority status in the open enrollment process. The change with this priority status would impact students in 7 CUSD schools.

Trustee Alpay directed staff to reagendaize attendance study area 1670.

Following discussion it was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried unanimously to approve the revisions to Board Policy 5119, *Open Enrollment*.

Vice President Pritchard announced the Public Hearing open at 9:29 p.m. regarding the approval of the CUSD SELPA Annual Service Plan and Budget. Vice President Pritchard asked the Clerk of the Board if any written comments had been received. Trustee Alpay responded that no written comments had been received. Vice President Pritchard asked if there was anyone who wished to address the Board. There being no one to address the Board, Vice President Pritchard declared the Public Hearing closed at 9:30 p.m.

**Public Hearing:
Special Education
Plan Area-SELPA
Agenda Item 45**

It was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried unanimously to approve the CUSD SELPA Annual Service Plan and Budget.

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

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

**Division of State
Architect (DSA)
Agenda Item 46**

The Board recessed at 9:32 p.m. to continue discussion on the remaining closed session items.

Trustee Bryson left closed session at 10:20 p.m.

The Board reconvened at 10:25 p.m. and Vice President Pritchard reported the following action taken during closed session:

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

Agenda Item #47 A – Conference with Legal Counsel – Existing Litigation: Case No. SACV 09-01206, ASCIP #10-8229-JW Settlement Ratification: The Board voted by a 7 – 0 vote to approve the JW settlement ratification of Case No. SACV 09-01206.

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

Agenda Item #47 B-1 – Student Expulsions: The Board voted by a 7-0 vote to approve the expulsion and to expedite expungement of the expulsion record at the end of the expulsion period for Case #2011-044.

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

Agenda Item #47 B-2 through B-16 – Student Expulsions: The Board voted by a 7-0 vote to expel the following students by stipulated agreement: Case #2011-028, #2011-047, #2011-048, #2011-049, #2011-051, #2011-052, #2011-054, #2011-055, #2011-056, #2011-058, #2011-059, #2011-60, #2011-61, #2011-063, and #2011-64.

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

Agenda Item 47 C-1 – Issuance of March 15 Non-Reelection Notices:

The Board voted by a 7-0 vote to authorize the issuance of a non-re-election notice to Employee No. 027487.

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

Agenda Item 47 C-2 – Issuance of March 15 Non-Reelection Notices:

The Board voted by a 7-0 vote to authorize the issuance of a non-re-election notice to Employee No. 027469.

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

Agenda Item 47 D – Public Employee Discipline/Dismissal/Release

The Board voted by a 7-0 vote to approve the demotion of Employee No. 011103.

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

Agenda Item #47 E – CSEA/CUEA/CUMA/Teamsters Negotiations: No action was taken.

It was moved by Trustee Addonizio, seconded by Trustee Alpay, and motion carried 6-0 vote to adjourn the meeting.

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

Vice President Pritchard announced the meeting adjourned at 10:30 p.m.

Board Clerk

Secretary, Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – SPECIAL MEETING
MARCH 14, 2011
EDUCATION CENTER – BOARD ROOM

President Brick called the meeting to order at 8:31 a.m.

The Pledge of Allegiance was led by Trustee Brick.

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

Absent: Trustee Addonizio

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 Alpay, seconded by Trustee Bryson, and carried by a 6-0 vote to adopt the Board agenda. **Adoption of the Board Agenda**

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

There were no Board comments. **Board Comments**

The Board recessed to closed session at 8:35 a.m. to: discuss an Issuance of March 15 Non-Reelection Notice.

President Brick reconvened the meeting at 8:39 a.m. and reported the following action taken during closed session: **President's Report From Closed Session Meeting**

Agenda Item 1A – Issuance of March 15 Non-Reelection Notice:

The Board voted by a 6-0 vote to authorize the issuance of a non-re-election notice to Employee No. 027492.

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

It was moved by Trustee Bryson, seconded by Trustee Alpay, and motion carried by a 6-0 vote to adjourn the meeting.

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

The meeting adjourned at 8:41 a.m.

Board Clerk

Secretary, Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – SPECIAL MEETING
MARCH 16, 2011
EDUCATION CENTER – BOARD ROOM

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

The Pledge of Allegiance was led by President Brick.

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

Absent: Student Advisor Larson Ishii

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

Permanent Record

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

Adoption of the Board Agenda

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

President Brick asked Vice President Pritchard to facilitate the meeting.

President's Announcement

Trustee Bryson shared information from an ethics and economics seminar she attended through the Action Institute. The mission of the Action Institute is to promote a free and virtuous society characterized by individual liberty and sustained by religious principles. Trustee Bryson quoted Reverend Robert Sirico, President of the Action Institute, "economic conditions can shape our moral character, and it works in reverse too. An essential precondition of investment is saving. Entrepreneurship is the embodiment of good judgment and alertness to opportunity. Keeping promises is the essence of the contractually based market economy." Trustee Bryson added the last sentence was the key sentence for her.

Board Comments

CONSENT CALENDAR

It was moved by Trustee Alpay, seconded by Trustee Brick, and motion carried unanimously to approve the Memorandum of Understanding agreement with CUEA regarding the speech pathologists' salary schedule.

**Memorandum of Understanding Agreement
Agenda Item 1**

DISCUSSION/ACTION

Attorney Jack Sleeth, of Stutz, Artiano, Shinoff, & Holtz, presented a formal report concerning the restoration of furlough days and pay for the Capistrano Unified Education Association (CUEA), the California School Employees Association (Capistrano Unified Chapter 224) (CSEA), the Capistrano Unified Management Association (CUMA), and Teamsters Local 952. Mr. Sleeth stated there has been the contention raised that the Board violated the Brown Act in connection with conduct taken in December and January and there is a threat of litigation. The best way to refute a Brown Act violation is with openness, transparency, and the opportunity for the public to comment. Mr. Sleeth stated that the settlement agreement with CUEA is a binding contract and the District must comply with the terms. Mr. Sleeth covered CUEA contract language regarding the

**Report on Restoration of Furlough Days and Pay
Agenda Item 2**

restoration of furlough days and pay and the triggering statement. When the State budget was adopted on October 8, 2010, it included an increase in the District's State-funded revenue limit amount per student, over the amount that had been forecast, triggering the requirement to reinstate the furlough days to the instructional calendar, as agreed in the CUEA contract. Mr. Sleeth explained there is confusion over the use of the word "and" in the requirement stating the triggering event could not occur until the State budgets of 2010-2011 *and* 2011-2012 were passed. If this were the case, then the District would have to take back a furlough day after it was worked in 2011. Any ambiguity in a contract requires the intent to be established, and both the labor negotiator for CUEA, and the District negotiator, indicated that "or" was their intent.

In response to the Brown Act violation, the Board met in December 2010, in closed session, with labor negotiators and decided to follow the rule of the law and honor the contract. Staff was directed to go forward with implementation of the previously approved agreement. In January the Board took action and approved reinstating the furlough days. Reinstating the furlough days was not a labor agreement but conduct that was required from the previously adopted contract in May 2010. The agreement was honored because the triggering event had occurred made it necessary to reinstate the furlough days. Allegations have been made that no agreements had been made to reinstate furlough days to the other organizations; therefore the Board did it independent of any agreement, and the action should have done at a Board meeting by a formal motion/approval of the Board. Mr. Sleeth stated such thinking misses an important logical step. Once the instructional furlough days were reinstated to teachers then all other groups needed the furlough days reinstated to perform their duties. At the January 11, 2011, meeting the Board took action in public session to revise the school calendar to reinstate the two instructional furlough days, which was required by the agreements with the employee organizations in 2010. The action by the State, to increase the District's State-funded revenue limit by \$225 per child, triggered the terms of the agreement with the employee organizations.

The following speakers addressed the Board:

- *Jim Reardon stated his concerns regarding the absence of any public record of action by the Board about the restoration of pay to not only the teachers but to Teamsters, CUMA, and CSEA; and the interpretation of the letter from OCDE regarding the increase in base revenue limit funding for CUSD as a result of the 2010-2011 enacted State budget.*
- *Attorney Craig Alexander reported he was retained by Trustees Addonizio and Palazzo after they received the March 11, 2011, letter Mr. Sleeth sent to Mr. Wayne Tate. Mr. Alexander stated neither Trustee was interviewed by Mr. Sleeth regarding the Board meetings of December 7, December 13, and January 11 and were never given a draft of the March 11 letter to review, so they could give comment, correction, or input. Trustees Addonizio and Palazzo advised Mr. Alexander there are material misstatements and material omission of facts in the letter. Both Trustees also had concerns regarding closed session information confidentiality issues.*

Trustee Addonizio stated she wanted to make a comment in regard to the establishment of the trigger. As a Trustee who signed the contract with CUEA, when the Trustees said "and," they did not mean "or," and 5 of the 7 Trustees agree there is not a mistake in that regard. Trustee Addonizio stated she wanted to make a statement on behalf of Trustee Palazzo and herself. "We have consistently requested that the original negotiators of the CUEA settlement be brought in to advise the Board of Trustees if it is the opinion that the trigger has occurred as in the settlement agreement. We have believed that because CUEA was ratified in May 2010, and the alleged trigger did not occur until October 2010, this requires the Board of Trustees to vote on a proposed finding of fact that the trigger has occurred. This request for a vote has consistently been refused and it is still

our belief that it is the responsibility of the Board, and not the Superintendent, to determine whether the trigger has occurred, so from our point of view this is all happening backwards. It was a fait de compli that this trigger has occurred and now months later some of us are still looking for information and a proper analysis of it and now we are backing into it when we really needed and still need a finding of fact. I know what side it may come down on in that finding of fact, however, I think it is fair to our constituents to go ahead and honor them in that way and take it from there as well as our employees.”

Trustees Addonizio and Palazzo recused themselves and left the Board room at 6:30 p.m.

Trustee Bryson stated she was morally and legally offended by Trustee Addonizio’s statement regarding what she was thinking during negotiations in closed session. Trustee Bryson remarked that she has no recollection of any Trustee expressing doubts regarding the wording of the document in open or closed session. Trustee Bryson stated she had reviewed the records and it was Trustee Addonizio who made the motion to approve the CUEA contract and Trustee Winsten seconded the motion.

Attorney Jack Sleeth reported the Districts response to the demand to cure and correct an alleged Brown Act violation. Mr. Sleeth restated his opinion that there was no Brown Act violation. Mr. Sleeth explained the next steps for the Board would be to reconsider the vote that was taken and take it again, or reject it, or hold it over, or bring back more information, and give the public the opportunity to comment. Mr. Sleeth commented the letter from OCDE is a good report based on State budget information and the language matched the language in the CUEA agreement.

**Response to
Demand to Cure
and Correct
Alleged Brown Act
Violations
Agenda Item 3**

Attorney Jack Sleeth recommended the Board reaffirm its earlier vote concerning restoration of furlough days and pay for CUEA, CSEA, CUMA, and Teamsters Local 952. The reaffirmation is for the settlement agreements approved on May 19, 2010, with CUEA, June 29, 2010, with Teamsters Local 952, August 3, 2010, with CUMA, and September 28, 2010, with CSEA.

**Reaffirmation of
Previously
Considered
Restoration of
Furlough Days and
Pay
Agenda Item 4**

The following speaker addressed the Board:

- *Jim Reardon questioned Trustees on what vote or votes they were reaffirming by this action. Mr. Reardon stated the motion is defective and needs to be rewritten and brought back to a public meeting.*

Superintendent Farley clarified some of the comments made during public comments regarding salary restoration. Dr. Farley stated the District has not restored salaries to CSEA, CUMA, or Teamsters. The only language implemented relative to just salary was the language that was negotiated and approved for CUEA. The other organizations received an increase in salary as it relates to the restoration of two furlough days only.

It was moved by Trustee Bryson, seconded by Trustee Brick, to reaffirm the Board’s earlier vote concerning restoration of furlough days and pay for CUEA, CSEA, CUMA, and Teamsters Local 952.

Trustee Alpay made a substitute motion, seconded by Trustee Brick, for the Board to disregard the rule of law, subject CUSD to an unfair labor practice and unnecessary litigation, incur additional unnecessary legal expenses, and needlessly waste tax dollars on attorneys and legal costs, throw this District back into turmoil, cause further erosion of home values from San Clemente to Aliso Viejo, from Dana Point to Rancho Santa Margarita, and affirmatively breach our agreement with CUEA.

Trustee Alpay requested a 5 minute recess. Vice President Pritchard announced a 5 minute recess at 6:45 p.m. The Board reconvened at 6:50 p.m. and President Brick rescinded his second on the substitute motion. Motion failed due to the lack of a second.

The original motion by Trustee Bryson, seconded by Trustee Brick, carried by a 5-0 vote to reaffirm the Board's earlier vote concerning restoration of furlough days and pay for CUEA, CSEA, CUMA, and Teamsters Local 952.

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

Prior to recessing to closed session, Vice President Pritchard made the following announcement in regards to closed session item 5A: The Board will meet with Attorney Jack Sleeth in closed session to discuss an Anticipated Litigation. The Board recessed to closed session at 6:51 p.m. to: confer with Legal Counsel regarding Anticipated Litigation (1 case) and confer with Labor Negotiators regarding CSEA/ CUEA/CUMA/ Teamsters negotiations.

Vice President Pritchard reconvened the meeting at 7:05 p.m. and announced Trustees Addonizio and Palazzo have returned to the dais. Vice President Pritchard reported the following action taken during closed session:

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

Agenda Item 5A – Conference with Legal Counsel – Anticipated Litigation:
Significant exposure to Litigation: No action was taken.

Agenda Item #5B – CSEA/CUEA/CUMA/Teamsters Negotiations: No action was taken.

It was moved by Trustee Bryson, seconded by Trustee Alpay, and motion carried unanimously to adjourn the meeting.

The meeting adjourned at 7:07 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Jane Boos, Manager, Board Office Operations

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – SPECIAL MEETING
MARCH 23, 2011
EDUCATION CENTER – BOARD ROOM

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

The Pledge of Allegiance was led by Trustee Brick.

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

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

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

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

President Brick asked Vice President Pritchard to facilitate the meeting.

President's Announcement

DISCUSSION/ACTION

Vice President Pritchard stated the reason for the meeting was for Trustees to discuss basic Board and staff roles, responsibilities, communications, protocol, and procedures. Vice President Pritchard stated he would like Trustees to develop an outward vision, understand the role of a governance team, and have a clear distinction between the Board, Superintendent, and Cabinet. Trustees were asked to set a direction regarding curriculum, instruction, and assessment, know the structure and how to support the direction, and insure accountability. **Board/Staff Roles, Responsibilities, Communication, Protocol, and Procedures Agenda Item 1**

Trustee Hatton read a quote by Charles Schwab, "I have yet to find a man, however exalted his station, who did not do better work and put forth greater effort under a spirit of approval than under a spirit of criticism." Trustee Hatton stated the focus and responsibility of Trustees is the education of students and stated she will no longer allow misguided, misplaced, and imprudent actions and remarks to weigh down the District's progress. Trustee Hatton stated there is much to be done and Trustees must band together to make it happen.

Vice President Pritchard led Trustees line by line through the Role of the Board: Powers and Responsibilities resolution. Trustees asked for clarification on some statements, and also made revisions and additions to the resolution.

Superintendent Farley suggested since the objective is to discuss governance issues Trustees should discuss how to operationalize the document. Trustees discussed policies, directing the Superintendent and staff on projects, and agenda items. Superintendent Farley stated the strategic plan, Board policies, Superintendent goals and objectives, and the Superintendent's evaluation binder relative to his goals and objectives will assist Trustees with decision making. Following further discussion, Superintendent Farley stated he would develop a written course of action to assist Trustees with the implementation of the edited resolution. Vice President Pritchard asked if Trustees would like an outside facilitator to assist them in making the plan more operational and they unanimously agreed they were satisfied with Superintendent Farley's guidance.

It was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried unanimously to approve rescheduling the Tuesday, April 12, 2011, Board meeting to Monday, April 11, 2011; modify the adopted 2011 School Board Meeting Calendar by changing the Board meeting day to Monday, and adding one Board meeting each month on Wednesday beginning in April.

**Schedule and
Frequency of
Board Meetings**
Agenda Item 2

Staff was directed to schedule meetings on the first Monday and third Wednesday or second Monday and fourth Wednesday of each month based on which schedule would have the least amount of Monday holidays.

Trustee Pritchard remarked he has learned a lot since taking office and realizes special committees require specialized leadership and he would like to revisit the ROP board assignments. Trustee Pritchard stated he would like to replace Trustees Addonizio and Palazzo on the ROP board and recommended Trustee Hatton, for her experience in college and career readiness, and Trustee Alpay, for his ties in the business industry, to serve on the ROP board.

**Trustee
Appointments to
Special
Committees,
Boards, and Roles**
Agenda Item 3

Trustee Palazzo stated she is President of the ROP board this year and expressed her concerns for the organization if a change takes place at this time. Trustee Palazzo added she has a good working relationship with the staff and very strong ties to the program.

Trustee Addonizio remarked that committees are voluntary and she had waited five years to be on the ROP board, enjoys serving on the board, and would not be satisfied with a change.

Trustee Pritchard acknowledged the amount of time Trustee Palazzo committed to ROP but felt there were stronger leaders on the Board who could serve ROP better.

Prior to making his motion Vice President Pritchard asked Trustees Alpay and Hatton if they would accept his nomination for them to serve on the ROP board. Both Trustees gave their consent.

It was moved by Trustee Prichard, seconded by Trustee Brick, and motion carried by a 4-2-1 vote to replace Trustees Addonizio and Palazzo on the ROP board and assign Trustees Alpay and Hatton to serve on the board.

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

It was moved by Trustee Alpay, seconded by Trustee Brick, and motion carried unanimously to adjourn the meeting.

Adjournment

The meeting adjourned at 7:15 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

April 11, 2011

TO: Joseph M. Farley, Superintendent
FROM: Jane Boos, Manager, Board Office Operations
SUBJECT: REVISED 2011 SCHOOL BOARD MEETING SCHEDULE

BACKGROUND INFORMATION

The Board of Trustees approved the July through December 2011 Board Meeting Schedule at the December 7, 2011, annual reorganization meeting. At the March 23, 2011, special Board meeting Trustees voted to change Board meetings from Tuesday to Monday and add one Wednesday Board meeting each month beginning in April.

CURRENT CONSIDERATIONS

The purpose of this agenda item is to revise the adopted 2011 School Board Meeting Schedule by changing the meeting day from Tuesday to Monday and adding one Wednesday Board meeting each month. Regular meetings will be held on the second Monday and fourth Wednesday of each month. The recommended revised and additional dates have been listed in bold and previous dates have been struck through (Exhibit A).

Due to the Thanksgiving Recess, the second Board meeting for November was moved to the fifth Wednesday and only one meeting has been scheduled in December due to the Winter Recess.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

It is recommended the Board approve the revised 2011 School Board Meeting Schedule.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

2011 School Board Meeting Schedule

Tuesday, January 11

~~Tuesday, July 12~~

Monday, July 11

Wednesday, July 27

Tuesday, February 8

~~Tuesday, August 9~~

Monday, August 8

Wednesday, August 24

Tuesday, March 8

~~Tuesday, September 13~~

Monday, September 12

Wednesday, September 28

~~Tuesday, April 12~~

Monday, April 11

Wednesday, April 27

~~Tuesday, October 11~~

Monday, October 10

Wednesday, October 26

~~Tuesday, May 10~~

Monday, May 9

Wednesday, May 25

~~Tuesday, November 8~~

Monday, November 14

Wednesday, November 30*

~~Tuesday, June 7~~

Monday, June 13

~~Tuesday, June 21~~

Wednesday, June 29

~~Tuesday, December 6~~

Monday, December 12

*5th Wednesday due to Thanksgiving Recess

Adopted:

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent
FROM: Jane Boos, Manager, Board Office Operations
SUBJECT: SCHOOL BOARD MEETING SCHEDULE JANUARY - JUNE 2012

BACKGROUND INFORMATION

Board approval of its January through June 2012 meeting calendar well in advance allows Trustees to plan their schedules accordingly and permits staff to plan other District activities and events around Board meeting dates to minimize schedule conflicts during the year.

CURRENT CONSIDERATIONS

This agenda item presents to the Board of Trustees a proposed schedule of meetings for the period January through June 2012 (Exhibit A). The April meeting is scheduled on the first Monday of the month due to proposed Spring Recess dates of April 9-13, 2012.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

It is recommended the Board approve the proposed January through June 2012 Board Meeting schedule (Exhibit A).

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January-June 2012 School Board Meeting Schedule

Proposed Board Meeting Schedule

Monday, January 9
Wednesday, January 25

Monday, February 13
Wednesday, February 29

Monday, March 12
Wednesday, March 28

Monday, April 2*
Wednesday, April 25

Monday, May 14
Wednesday 23

Monday, June 11
Wednesday, June 27

*1st Monday due to Spring Recess

Adopted:

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 12, 2011

TO: Jack R. Brick, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: Joseph M. Farley, Superintendent

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

April 11, 2011

TO: Joseph M. Farley, Superintendent

FROM: Julie Hatchel, Assistant Superintendent, Education Services

SUBJECT: **PETITION TO WAIVE CALIFORNIA EDUCATION CODE §60851(c)
AND BOARD POLICY 6162.52, CALIFORNIA HIGH SCHOOL EXIT
EXAMINATION: CASE NUMBERS 1011-014 THROUGH 1011-020**

BACKGROUND INFORMATION

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

CURRENT CONSIDERATIONS

This agenda item requests approval by the Board to waive Education Code §60851(c) and Board Policy 6162.52, approving seven students as having met the requisite standards, with modifications, to pass the CAHSEE subtest in English-language arts and/or mathematics, case numbers 1011-014 through 1011-020. Supporting information for this item is provided to Trustees under separate cover to protect individual student rights under the Family Educational Rights and Privacy Act.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATIONS

It is recommended the Board of Trustees waive Education Code §60851(c) and Board Policy 6162.52, validating that seven students have completed all requirements for passing the CAHSEE subtest in English-language arts and/or mathematics, case numbers 1011-014 through 1011-020.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent

FROM: Julie Hatchel, Assistant Superintendent, Education Services

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

BACKGROUND INFORMATION

District elementary schools routinely participate in Orange County Department of Education outdoor science school, traveling scientist, and field programs. These programs range from a 45-minute presentation by a traveling scientist, appropriate for a kindergarten audience, to a five-day outdoor science school in the San Bernardino mountains for fifth and sixth graders.

CURRENT CONSIDERATIONS

This agenda item requests Board approval of student participation in outdoor education activities, traveling scientist, and field programs offered by the Orange County Department of Education for the 2010-2011 school year.

FINANCIAL IMPLICATIONS

There is no financial impact. Funds for the program will be raised through class and parent organization fundraisers. All students will be permitted to participate in the Orange County Department of Education's outdoor science school, traveling scientist, and field programs. No student will be denied participation due to an inability to pay.

STAFF RECOMMENDATIONS

It is recommended the Board approve the participation of District students in the Orange County Department of Education's outdoor science school, traveling scientist, and field programs for the 2010-2011 school year.

Capistrano Unified School District
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent

FROM: Julie Hatchel, Assistant Superintendent, Education Services

SUBJECT: **EARLY INTERVENTION FOR SCHOOL SUCCESS GRANT
APPLICATION FOR CHAPARRAL ELEMENTARY SCHOOL**

BACKGROUND INFORMATION

The purpose of the Early Intervention for School Success (EISS) grant (Exhibit A), is to provide Chaparral Elementary funds to be used for professional development. The EISS grant focuses on strengthening communication and connecting assessment to instruction. The grant's two-year plan focuses on EISS Basic Training, the effectiveness of a Professional Learning Community (PLC) platform, and creating a coordinated preschool-second grade Response to Intervention (RTI) plan. Teachers will use the EISS Continuum rubric to measure student progress on formative assessments that guide data-driven conversations about student work during PLC meetings.

The grant requires that the staff agrees:

- To increase its knowledge of child development
- Classroom planning, organization, and management
- Ongoing assessment
- Education team conferencing
- The school/family/classroom connection
- Data collection/program evaluation

CURRENT CONSIDERATIONS

Student achievement will be enhanced by increasing collaboration time, coaching for teachers and data collection of student academic progress. The EISS grant plan will be sustained by use of the EISS Continuum, systematic use of the RTI model and the PLC platform for collaboration.

FINANCIAL IMPLICATIONS

Chaparral Elementary is seeking the maximum amount of \$50,000, which will serve eight classes for two years. Grants will be awarded based on Block Grant funding. The EISS grant is a reimbursement grant; the school will submit reimbursement forms to the EISS office on a quarterly basis.

STAFF RECOMMENDATIONS

It is recommended the Board approve the Early Intervention for School Success grant application for Chaparral Elementary School.

Checklist for Completeness
Early Intervention for School Success
Professional Learning Community Grant Cycle VI

This checklist must be returned with your application.

A completed application **MUST INCLUDE** the following:

Item	Points	Maximum Pages Allowed	Grant Writer's Initials	Administrator's Initials
1. Application Cover Sheet (Pages 10-13)			UG	
2. Grant Assurances (Pages 14-16)			UG	
3. Signature Pages (Staff Commitment page and Principal/Site Coordinator page) (Page 17)			UG	
4. Narrative Response (pages numbered)			UG	
I. Interest In and Need for EISS PLC Program	20	4		
II. Staff Commitment page	5	2		
III. Principal/Site Administrator's Educational Philosophy	15	1		
IV. Implementation Activities	35	3		
V. Dissemination Plan	5	1		
VI. Monitoring and Evaluation Activities	10	2		
VII. Budget Narrative	5	NA		
VIII. Budget Form	5	NA	UG	
IV. Grant includes Pre-K, K, 1 st , 2 nd , add (5 points)	5	NA	UG	

Grant Writer's Signature

Jody Guano

Administrator's Signature

[Signature]

SUBMISSION REQUIREMENTS – see page 8 for complete details

UG

Submit one signed original and two copies, signed (also include two copies of any attachments).

UG

Staple or bind application in upper left hand corner. No spiral, three-ring binders, plastic covers or cover letters.

UG

Send to:

Orange County Department of Education
 Attention: Lynn Turner
 200 Kalmus Drive, Bldg. B-1134
 Costa Mesa, CA 92626-9050

UG

Applications may be submitted in person or by mail. Faxed or emailed applications **will not** be accepted.

DUE: Friday, March 18, 2011, 5:00 p.m.
LATE APPLICATIONS WILL NOT BE REVIEWED

2011-2013 Application Cover Sheet
Early Intervention for School Success Professional Learning Community Grant



(Please type or print clearly. Respond to ALL elements. Do NOT alter the document format.)
 Check if copy contains original signatures

I. Elementary School Information

School Name : Chaparral Elementary
 Street/P.O. Box: 29001 Sienna Parkway
 City: Ladera Ranch ZIP: 92694 Phone: (949) 234-5349
 Administrator Name: Joe McGann email: JMcGann@capousd.org

Number of classrooms participating: 14	Pre <u>2</u>	Kinder <u>3</u>	First <u>5</u>	Second <u>4</u>
Previous EISS Grant Recipient?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		If yes, year <u>2001</u>	
Total school enrollment: 970	Title I Percentage: 5%			
School would be described primarily as:	Rural <input type="checkbox"/> Urban <input type="checkbox"/> Suburban <input checked="" type="checkbox"/>			
School schedule:	Traditional <input checked="" type="checkbox"/>	Year-round <input type="checkbox"/>	Modified Year-round <input type="checkbox"/>	

II. Preschool Information (if applicable)

School Name: **Chaparral Preschool included above
 Street/P.O. Box: _____
 City: _____ ZIP: _____ Phone: () _____
 Administrator Name: _____ email: _____

Number of classrooms participating:			
Previous EISS Grant Recipient?	Yes <input type="checkbox"/> No <input type="checkbox"/>		If yes, year _____
Total school enrollment:	Title I Preschool?		Yes <input type="checkbox"/> No <input type="checkbox"/>
School would be described primarily as:	Rural <input type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/>		
School schedule:	Traditional <input type="checkbox"/>	Year-round <input type="checkbox"/>	Modified Year-round <input type="checkbox"/>

Number of schools in this application: <u>1</u> (If more than one, use Appendix A)	It is recommended that no more than two schools apply together in the same grant and that the sites be a reasonable distance geographically.
Number of staff to be trained: <u>14</u>	
Number of handbooks you will be ordering: <u>14</u>	

III. District Information

District Name: Capistrano Unified School District County: Orange County
Street/P.O. Box: 33122 Valle Road
City: San Juan Capistrano ZIP: 92675 Phone: (949) 489-7000
Superintendent Name: Dr. Joe Farley E-mail Address: JMFarley@capousd.org

IV. EISS Site Coordinator – This person will be responsible for receiving and distributing EISS information. Please include site and home address, phone, and email information.

Name/Title: Jody Guarino / ETAP II Site: Chaparral Elementary
Street/P.O. Box: 29001 Sienna Parkway
City: Ladera Ranch ZIP: 92694 Phone: (949) 234-5349
Cell: (949) 584-0320 E-mail Address: jlguarino@capousd.org
Home Address: 22 Calle de la Luna
City: San Clemente ZIP: 92673
Home Phone: (949) 369-1737 Home e-mail: jodyguarino@cox.net

V. District Personnel authorized to establish budget, monitor claims, and process claim forms

Name/Title: Kim Bailey / Director of Staff Development
Street/P.O. Box: 33122 Valle Road
City: San Juan Capistrano ZIP: 92675
Phone: (949) 234-9200 E-mail Address: kbailey@capousd.org

VI. Grant Writer Information (if other than EISS Site Coordinator)

Name/Title: _____
Phone: () _____ E-mail Address: _____

VII. Certification

I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached Assurances are accepted as basic conditions in the operation of the Early Intervention for School Success Professional Learning Community Grant for replication and dissemination purposes. I understand that full funding of the grant is dependent upon completion of the program requirements as described in the Assurances.

Authorized Administrative Agent: Joe McGann Title: Principal
(Print or type)
Signature: [Signature] Date: 3/14/11

VIII. Board Approval

Board approval documentation is included

☐

Yes

☒

No

(will be discussed at 4/12 mtg.)

Documentation may be in the form of board minutes or a letter from your superintendent attesting to board approval and must be attached to the application.

If the board meeting is scheduled after the grant deadline, the board meeting date must be submitted:

Board Meeting Date: April 12, 2011

With the board meeting date note above, the application will be read with no penalty. Funding of the grant application is contingent upon receipt of board approval.

IX. Notification of Receipt of Grant Application

E-mail notification will be provided to all sites. If you fail to receive the notification of receipt by **Friday, March 25, 2011**, please call the EISS office at (714) 327-8180.












Person to notify of receipt: Jody Guarino
E-mail address: jlguarino@capousd.org

Grant Assurances – Cycle VI

The following Assurances are required of all applicants for an EISS PLC grant. (See project requirements beginning on Page 4) Site administrators must review with Site Coordinator and **initial** each Assurance. Applications without signed assurances will be considered “incomplete” and will not be reviewed. Failure to abide by the Assurances may result in grant termination. A formal signature page follows the Assurances. **It is imperative that teachers be aware of these Assurances.**

As the duly authorized representative of this applicant, I certify compliance with each of the following assurances:

Administrator initials:

-  The designated Site Coordinator will participate in the EISS Site Coordinator Orientation Training and maintain communication with EISS grant office.
-  All personnel who sign the staff commitment page (P. 17) will attend the 2-day Basic Implementation Training.
-  The Site Administrator will participate in the 2-Day Basic Implementation Training and will be in attendance for at least the full morning of the first day.
-  The Site Administrator will attend Administrators' Symposium.
-  A minimum of two teachers, who have been actively involved in all phases of grant, will attend the EISS Research Institute during year one of implementation.
-  A minimum of 2 days of EISS Coaching will be scheduled during Year 2 of the grant. EISS Coaches will work with site on self-identified needs.
-  A team member or members from the adoption site who have been actively involved in all phases of the program will attend the EISS Training of Trainers during the adopter's second year of implementation.
-  A site-based PLC will be developed or enhanced to ensure a multi-disciplinary approach to planning and scaffolding differentiated instructional practices.
-  Through ongoing collaboration, the PLC will use the strategies of observation, anecdotal records, portfolios, and district mandated multiple measures to record student progress on the EISS Standards Based Continuum or the EISS Preschool Continuum. On-going assessment records will be provided during site visit for EISS staff review.
-  Teachers will encourage family education and involvement in their classrooms, and connect with community partners to enhance student achievement.
-  Teachers will participate in the monitoring and evaluation process as developed and directed by the EISS office. Teachers will submit data two times each year of the grant on or before required date using the EISS Standard Based Continuum or the EISS Preschool Continuum.

- ☒ Applicant agrees to release an EISS Advanced Training Participant or an EISS Certified Trainer, up to a maximum of 8 days, during the following two school years, for the purpose of training newly adopting classrooms or schools. Costs incurred will be paid by the schools requesting the training activities.
- ☒ Applicant agrees to **disseminate** the EISS Program to other schools within the applicant's home district. Activities may include: Conducting EISS awareness presentations; training implementation teams; providing consultation; or hosting model demonstration classrooms. The 8 days of release time should include dissemination activities within the home district.
- ☒ Applicant intends to continue implementation of the EISS PLC program after grant funding ceases with a continued focus on: long-term EISS goals that enable young children to become successful thinkers and learners; teacher preparation and professional development; and promotion of Professional Learning Communities.

Signature Page for Application and Assurances

I, the undersigned, am authorized to submit this application and make these assurances and certifications. To the best of my knowledge and belief, the information contained in this application is correct and complete.

<u>Joe McGann</u>	
Authorized Administration Agent's Name (Please type or print clearly.)	
<u>[Signature]</u>	<u>3/14/11</u>
Authorized Administration Agent's Signature	Date
<u>Jody Guarino</u>	
EISS Site Coordinator's Name (Please type or print clearly.)	
<u>[Signature]</u>	<u>3/14/11</u>
EISS Site Coordinator's Signature	Date

Signature Page for Board Approval

I hereby certify that the Capistrano Unified School District Board of Trustees has approved the EISS grant application.

President Jack R. Brick

Date

Joseph M. Farley, Superintendent

Date

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STAFF COMMITMENT PAGE

- I am aware of the Assurances of this grant.
- I have read the Interest In and Need for EISS PLC Grant page of the Narrative Response Section (P. 18) in this application.
- I agree to be trained and to implement all requirements of the EISS PLC at my school site.

Name <small>Please print</small>	Title/ Assignment	Grade	Signature <small>Please sign</small>
Jody Guarino	Teacher/ ETAP	1	Jody Guarino
Amy Adams	Teacher/ETAP	2	Amy Adams
Karen Gauthier	Teacher	K-1	Karen Gauthier
Jennifer Austin	Teacher	1	Jennifer Austin
Chris McLaren	teacher	K	Chris McLaren
Amy Clarke	teacher	K	Amy Clarke
Marie Sykes	teacher/ETAP	2	Marie Sykes
Josie Bays	teacher	2	Josie Bays
Leon Skov	teacher	2	Leon Skov
Kylie Siglock	teacher	K	Kylie Siglock
Ram Hunt	Teacher	Preschool	Ram Hunt
Judy Austerman	teacher	Preschool	Judy Austerman
Michelle Procter	teacher	1	Michelle Procter
Michelle Degen	Resource Specialist	1	Michelle Degen
Joe McGinn		Principal	Joe McGinn

If more space is needed, use an additional sheet of paper.

I. Interest In and Need for EISS PLC Grant (20 Points) (Maximum of 4 pages)

A. Why is your school interested in participating in EISS and how will EISS assist your school in meeting its' mission and goals?

As Chaparral enters its tenth year in existence, it is our hope that with the support of EISS we can support new learning with staff development, increase effectiveness of our Professional Learning Community (PLC), and support our lowest students with a plan and a Response to Intervention (RTI). It is the desire of our Pre-school, Kindergarten, First and Second grade teams to continue to grow as educational leaders in our district and community. After a decade of excellence in education, we continue to look for opportunities to grow as a PLC and as a staff of teachers with our mission at the front of all we do for students today and tomorrow.

"Our mission is clear and vital: To help all children learn, to learn more tomorrow than they learn today, and to learn more next year than they learn this year. The staff at Chaparral Elementary School, in partnership with the home and the greater Ladera Ranch community, will assist our students to become contributing members of society, empowered with the skills and knowledge necessary to excel in a changing world. We dedicate ourselves to providing high academic standards where students are challenged, excellence is expected, and differences are valued. We will instill the enjoyment of lifelong learning in a safe and nurturing environment. We are the Chaparral Champions, providing a world-class education for all children... "Where Students are First!"

When we reflect on our mission statement, there is one part that needs to be supported. *"We dedicate ourselves to providing high academic standards where students are challenged, excellence is expected, and differences are valued."* This section of the mission statement reflects the understandings of a small percentage of our preschool and K-2 staff. Through the EISS grant funding it is our desire to focus on "kids first" and dedicate our PLC time to our assessments, moving towards a common continuum and our response to intervention. With the support of EISS, our primary staff will learn the importance of child development, brain research, and follow common practices to be held accountable and put these practices into action as we build a common foundation. Our staff will learn the importance of differentiation and the use of Bloom's Taxonomy to support our high achievers as well as our low learners. The EISS continuum will give our primary teachers the commonality that will carry with those students we are most concerned about. The continuum will guide teachers to use common assessments to drive our instruction and offer a basis of collaboration to create common anchor lessons to carry throughout the primary grades. EISS can support Chaparral in our efforts to improve our focus on challenging students, supporting our lowest student's needs and creating an RTI program through the training and coaching element. With a focus on anecdotal, kid-watching, and purposeful assessments, our goal of reaching all children will be easily attained. As we move back to our common goal of putting students first and remaining true to our mission statement, EISS can support Chaparral with embedded collaboration time,

coaching and training.

B. Given your school population, what gaps will you target with the EISS Grant funds?

EISS funds will support the gaps in teacher understanding and provide manipulatives for our primary students. The EISS grant will focus on math thinking and conceptual understanding with differentiation. Our school has major gaps in the primary grades as far as common understanding and needs support to develop these processes for children. One way the funds will help is with current researched based training. In working with a math focus trainer, our primary teachers could gain a universal understanding of mathematics that builds upon young children's experience of math and establishes a foundation for the further study of mathematics, as well as develop a strong conceptual framework for mathematical reasoning (Clements). EISS would support math training as well as give our teaching staff the ability to implement these practices with coaching support and hands on tools. Bridging the gap of mathematic practices in preschool, kindergarten, first and second grade would be an important step for our staff and students at this time.

In addition, EISS funds will support the implementation of writing to support or lowest students as well as our EL students as we develop a RTI program with writing as the basis. EISS could potentially fund a writing trainer and coach to help the primary staff design and find a concise writing program to meet the needs of our EL learners. It has come to our attention that the main reason our EL students are not qualifying for "re-designation" is the written portion of the EL assessment. Through the support of EISS, we can design and implement training, materials and coaching support for a writing program appropriate to move our EL writers in that direction.

C. Describe how your staff currently collaborates using student data to improve student outcomes? Include current types of professional development and learning activities.

Currently our entire staff spends two Wednesdays a month working in our PLC on what we call A.C.E. "Articulation and Collaboration for Excellence." This time is spent creating opportunities for grade levels to work together and articulate on common areas. These works are based on a common focus and goal selected by the staff. This year's math focus has been the driving factor to all staff development opportunities. We have read research, watched video clips, analyzed student work, examined the new Common Core Standards and entertained guest speakers. Each meeting follows a plan that has been devised by the A.C.E. planning team. This team works towards a common vision to not only enhance teacher practices but eventually it will deepen the conceptual understanding of student learning and intensify the cognitive demand of lessons. These collaborative practices will not only improve student outcomes but support teacher accountability.

In the past, in addition to the A.C.E. days we also had two additional articulation days

where grade levels would articulate up and down with other grade levels to develop common vocabulary, assessment data and shared anchor lessons. Contractually, these days were eliminated this year. EISS could help bring that articulation back to preschool, kindergarten, first and second grade, as all teachers have agreed to forego individual planning time and meet twice monthly as an EISS PLC with the intended outcome to improve student learning. Currently, each grade level sets a trimester, data driven S.M.A.R.T. goal and attaches a plan of action of common lessons and assessments. EISS can support the process of common lessons with current research based training and with the support of the EISS coach. Our preschool, K-2 teams could benefit from the coaching element of the EISS grant as well as the common foundation of child development and brain research to support not only the S.M.A.R.T. goal but the action plan as well.

Currently there are many gaps in our data collecting. The support of the EISS continuum would benefit our K-2 staff to form consistency and training in effective practices. The use of the continuum would give all teachers a sense of baseline data that could be used to devise future lessons as well as drive instruction. In addition to the lesson planning that would come from the continuum discussions, is the idea that the continuum would stay with our lowest students as they travel through preschool, kindergarten, first and second grade.

D. How will implementing the EISS PLC grant enhance student achievement and teacher practices?

The EISS PLC grant will enhance student achievement and teacher practices through consistency, development and collaboration. Consistent training will give our primary teachers an awareness of child development, assessments, mathematics at the conceptual level, the writing processes and so much more. This will in turn benefit the experiences and development of our preschool through second grade students for many years to come. The consistency of the EISS continuum will enable our teachers to have a common resource to form PLC conversations in regards to our students' growth and development. The continuum will serve as a record in each child's portfolio and stay with that child as they continue through their primary years. The milestones on the continuum will be supported by current and new assessments and documentation.

The EISS grant will also allow teachers the opportunity to develop their own conceptual understanding of early child math and literacy. Through trainings and the coaching component of the EISS grant, understanding current research, latest techniques and best teaching practices will ensure that our students have the most recent information to bridge the gaps in our current programs.

Finally, the implementation of the EISS grant will allow teachers to continue and deepen collaboration in an effort to improve practices and reach our common goal of putting students first. The implementation will develop new practices and stay true to our original goals and visions. While committed to our most needy students and EL learners, PLC collaboration

working hand in hand with the EISS continuum, training modules, coaching and institute opportunities will only enhance all primary children at Chaparral Elementary School.

STAFF COMMITMENT PAGE

- I am aware of the Assurances of this grant.
- I have read the Interest In and Need for EISS PLC Grant page of the Narrative Response Section (P. 18) in this application.
- I agree to be trained and to implement all requirements of the EISS PLC at my school site.

Name <small>Please print</small>	Title/ Assignment	Grade	Signature <small>Please sign</small>
Jody Guarino	Teacher/ ETAP	1	Jody Guarino
Amy Adams	Teacher/ETAP	2	A. Adams
Karen Gauthier	Teacher	K-1	K. Gauthier
Jennifer Austin	Teacher	1	Jennifer Austin
Chris McLaren	teacher	K	Chris McLaren
Amy Clarke	teacher	K	Amy Clarke
Marie Sykes	teacher/ETAP	2	Marie Sykes
Josie Bays	teacher	2	J. Bays
Leon Skov	teacher	2	Leon Skov
Kylie Siglock	teacher	K	Kylie Siglock
Pam Hunt	Teacher	Preschool	P. Hunt
Judy Austerman	teacher	Preschool	Judy Austerman
Michelle Procter	teacher	1	Michelle Procter
Michelle Degen	Resource Specialist	1	Michelle Degen

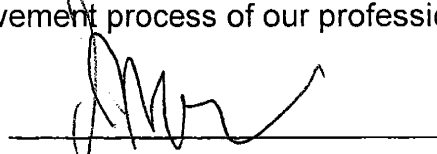
If more space is needed, use an additional sheet of paper.

III. Principal/Site Administrator's Educational Philosophy (15 Points)

A. I believe, as my educational philosophy, that it is my responsibility to create an environment that helps all students achieve high levels of learning. By working in collaborative teams we can build on our capacity to learn from each other to increase our effectiveness.

B. The EISS PLC funding will help support my beliefs by enabling Chaparral to create an environment in which we examine and improve instruction to help all students learn. The funding will help us create staff development that will focus in the area of writing and mathematics with the goal to give teachers a coordinated vision and plan to stay current. Our existing PLC will be enhanced through the use of release time for participating teachers to collaborate in grade level teams to create action plans that address students' needs. Finally, the EISS PLC funding will allow us to develop a coordinated RTI plan to ensure we are identifying areas of need and responding in a timely and systematic way.

C. The end result is that we are all about improving student learning. Our goal is to help all students achieve high levels of learning. With the support of the EISS PLC funding, we will be able to support and enhance the continuous improvement process of our professional learning community at Chaparral.

A handwritten signature in black ink, appearing to read 'Joe McGann', is written over a horizontal line.

Joe McGann
Principal, Chaparral ES

IV. EISS PLC Implementation Activities (35 Points) (Maximum of 3 pages)

Describe your planning and implementation activities by answering the following questions:

A. Identify your top three goals for implementing the grant over the two-year period.
Our top three goals for grant implementation include:

(1) Staff development: Identified areas include a two-day EISS Basic Training, training in using ongoing assessments including the EISS continuum and preschool DRDP, training to inform instruction and ensure *all* students learn, training to support recent legislation including the kindergarten readiness act and development of transitional kindergarten, and adoption of the core common standards. In addition, content and pedagogy will be addressed through a variety of trainings for preschool through second grade teachers. Focal areas will include writing and mathematics. Teachers will develop a vision and plan in math that builds upon young children's experiences with math, establishes a solid foundation for the further study of math, develops a strong conceptual framework that provides anchoring for skill acquisition, and involves children in "doing" math (Clements). In the area of writing, teachers will develop a vision and plan that includes the context of the developmental writing process, the reading writing connection, the importance of oral story telling prior to writing, and exposure to the six traits of writing within a common focus of narrative and expository writing.

(2) Increase effectiveness of Professional Learning Community (PLC): Funds will be used to provide release time for teachers to collaborate in grade level teams (P-2), across grade levels, and as an EISS PLC. This collaboration will include developing common formative assessment, analyzing results of those assessments as well as EISS measures (continuum, DRDP), and developing action plans to address students needs which will include instructional strategies, differentiation, and support through RTI. PLC collaboration will center around the essential questions of a PLC; What do students need to know and be able to do? How will we know if they know it? What will we do when they don't know it or they have already learned it?

(3) Preschool-2nd Grade Coordinated Response to Intervention (RTI) plan: Our goal is to develop a coordinated RTI plan that is timely, directive, targeted, and systematic. We will evaluate our current assessments, identify areas of need and develop additional assessments, and ensure we are getting the desired information from our collection of assessments so that no students are overlooked. We will develop a strategic plan for effective use of time and resources (including material and personnel) and make sure all staff are trained in every component of the RTI plan.

B. What is your professional development plan for the grant (i.e., when will training take place and what will be the focus of each training)?

Our professional development plan will begin in the summer of 2011 with a two-day EISS basic training. During the 2011-2012 school year EISS teachers will participate in

a two-day writing training and two-day math training. The first day of each training will include staff development consultants presenting material to the staff and the second day of each will include facilitation and development of action plans for implementation. Each of these training sessions will include collaborative follow-ups lead by EISS teacher leaders. Ongoing staff development will be conducted twice per month at regularly scheduled staff meetings. Staff development will focus on identified needs including effective teaching strategies, assessment, implementation of Core Common Standards, and RTI. Spring 2012, the site administrator will attend the Administrative Symposium and two teachers will attend Research Institute. A debriefing of each training will be provided to EISS teachers after the event.

At the end of the first year of grant implementation, a needs assessment will be conducted to further clarify goals for the second year of the project. The needs assessment will identify specific goals and needs that will then become the focal point for year two staff development. Goals for EISS coaching will also be aligned with identified needs. Two EISS teachers will attend the spring 2013 EISS Research Institute.

C. How will your EISS PLC meet, plan, and work together to achieve your goals?
Our EISS PLC will meet twice per month to achieve the goals of our project. Our school is on a banked minutes schedule, with students dismissed early each Wednesday for teacher articulation. Two Wednesdays per month are dedicated to staff meetings and school wide staff development, the remaining two Wednesdays per month are dedicated to individual planning. Staff members committed to the EISS PLC project have agreed to meet twice monthly, forgoing individual planning time, to collaborate to achieve our goals. Within this collaboration, we will focus on the essential questions of a PLC: What do students need to know and be able to do? How will we know if they know? How will we respond if students struggle (or excel) with the desired learning? Within this collaboration we will utilize common formative assessments aligned with the EISS Continuum, examine student work, discussing work samples (both written and anecdotal notes of student oral responses) and what those samples tell us about student understanding, misconceptions, and next steps of instruction to further student understanding. We will set SMART goals and create action plans to meet those goals, using data to guide our instructional decision-making. Our collaboration will be documented through meeting notes and artifacts produced during the collaboration. One example could be a K-2 reading comprehension plan which scaffolds from grade level to level and includes anchor lessons to help ensure all students develop common academic language and have experiences and knowledge future teachers can build upon. Once the project has ended, we will continue to utilize resulting knowledge and information within our team and share our learnings with others at a site and district level, as well as within our university partnership with UCI. We seek to develop knowledge and skills that will not only improve our practice now, but lead to continuous improvement over time as we continue to reflect upon and analyze our practice.

D. How will you plan for EISS Coaching?

Our EISS PLC will determine which areas, based on our assessment of our teaching practice and student needs, are in most need of coaching support. Some potential areas of coaching may include using assessment tools such as the EISS Continuum and preschool DRDP to inform instruction, planning developmentally appropriate instruction, and ensuring students needing additional support are identified and supported within our coordinated RTI plan. Another possibility is modeling of effective teaching practices for some teachers.

E. How do you plan to involve families to ensure regular interactions between home and school that include shared information about ways to support children's learning? Involving families in their child's learning is a critical component of our project. This will be accomplished through parent teacher conferences, inviting parents into their child's classroom to observe and participate in classroom lessons each trimester, developing and disseminating monthly newsletters, conducting a family math and science night each year, and providing interactive homework. At parent/teacher conferences, parents and teachers will work collaboratively to review and discuss individual assessment information, discuss developmental milestones, and develop individualized goals for each student based on his or her need. Through attending classroom observations, family math, and science nights, parents will have opportunities to learn with their child and develop tools and skills to further support their child's thinking and understanding at home. Parent newsletters will also support student learning as parents learn about what their child is experiencing at school and ways to support and extend that learning at home. Interactive homework will support family engagement in developmentally appropriate activities. Involving parents and families in the project is essential in supporting student learning and understanding that will continue beyond the instructional day and the duration of the project.

F. How do you plan to work with community partners? Currently, local businesses support programs such as Student of the Month and behavior and achievement incentive awards. We also work closely with our school PTA and local education foundation. Our PLC will work to develop additional community partnerships that can support our students and their learning. One such resource we have not tapped into are the service organizations at our neighboring middle school and high school that could provide after school support and assistance with homework as well as volunteering at school sponsored events such as family math nights. EISS could help support this. We will also work to expand our university partnership. We regularly host preservice teachers from one nearby university. This year thirty-four student teachers will complete one of their student teaching assignments on our campus. Along with student teachers, many of our teachers open their classrooms for demonstration lessons and practicums conducted by university faculty members. This relationship lowers our student teacher ratio and provides our students with additional instructional support.

G. How does your grant budget support your plan?

Our grant budget supports our plan by providing all PLC members training and support materials. With recent budget cuts and since we have no Title I funds, our resources are limited. We need EISS funds to receive the training and time necessary to expand our professional learning community and develop a systematic response to intervention plan in preschool through second grade classroom.

V. Dissemination Plan (5 points) (Maximum of 1 page)

A. Describe your plan to disseminate EISS to other sites/classrooms.

In addition to sharing the results of the project through participation in EISS events such as the Administrator Symposium, Basic Trainings, Research Institute, and Regional Trainings, we will also share the results with other teachers and professionals through opening up our classrooms as learning labs, providing professional development training for preservice and in-service teachers, and participating in meetings and professional organization events. The EISS Continuums, which will follow students from year to year, will also be a tool of dissemination. News of our progress will be shared with district administrators at principal meetings and with our university partner through regular collaboration. We have, and will continue to, open up our classrooms for demonstration lessons, site visits, and researchers to observe first hand and videotape our work for teacher training purposes. As part of our collaborative partnership with a nearby university, we regularly host student teachers and serve as teacher training classrooms, modeling lessons and participating in practicums.

B. How do you plan to sustain the EISS Professional Learning Community after funding ceases?

Having worked together in a professional learning community for eleven years, collaboration is part of who we are. We are dedicated to student learning and see collaboration as an essential means for ensuring high levels of student learning. We thrive on examining student learning and the impact of our instructional decisions on that learning. Valuing collaboration as we do, we have created school-wide schedules that provide teachers with regular times to meet throughout each week to collaborate. This project will provide us with new lenses and knowledge that will enable our current practices to grow and flourish as we continue to learn with and from our students' learning, deepening our knowledge of child development, appropriate learning activities for P-2 students, and strategies for differentiation. Our goal is to not only sustain our work, but also expand it as we share our learning within our school wide professional learning community and as we work with other schools within our district and our university partner.

In addition to continuing our PLC, we will also continue to implement a coordinated P-2 RTI plan, ensuring that all students learn. At the conclusion of the two-year grant, we will have a systematic plan in place, with essential assessments (common formative assessments, district, and EISS) and protocols for administering, scoring, and interpreting assessments. We will also have a shared understanding that our responses need to be targeted to each individual student's needs, and we will have developed such targeted intervention plans. All teachers and support personnel will be trained and time structures for support will be developed. The plan will be documented and disseminated to all stakeholders.

VI. Monitoring and Evaluation Activities (10 Points) (Maximum of 2 pages)
Describe your plans to monitor and evaluate the effectiveness of EISS activities.

A. Who will be responsible for monitoring the effectiveness of this project at your school (i.e., site coordinator, principal)? If two sites are involved, who will be responsible at each site?

The EISS site coordinator, principal, and EISS PLC team will be responsible for monitoring the effectiveness of the EISS grant activities.

B. How will you monitor the EISS grant implementation (i.e., regular staff meeting updates, regular site leader meetings, etc)?

EISS grant implementation will be monitored through...

- Management and implementation of the general requirements of the grant will be the ongoing responsibility of the EISS Coordinator and Principal
- EISS grant requirements will be measured continually throughout the duration of the grant by the site administrator and grant coordinator.
- The effectiveness of the school's PLC will be measured by the leadership team (principal and ETAPs) at monthly leadership meetings and by reviewing and examining artifacts of collaboration such as common formative assessments, student data and action plans, and meeting minutes.
- The effectiveness of staff training will be measured as EISS PLC team members complete surveys at the conclusion of each training session to evaluate the training and identify implementation goals. Survey data will be evaluated by the EISS Site Coordinator, Principal, and ETAPs.
- EISS Continuums will be used as a tool to measure student growth and development and to monitor student progress over time
- Teachers will measure student growth by using results from ongoing assessments, observations, district and EISS benchmark measures, and common formative assessments.
- Effective use of on-going assessment, including the EISS Standards-Based Continuum and the EISS Preschool Continuum, will be measured through collaboration minutes and student progress
- Parent involvement will be measured through parent surveys that will include open-ended parent input, comparisons of past and present involvement, and sign in sheets at school events such as math and science night.
- Parent communication artifacts (conference forms, newsletters, etc.) will document home school communication.
- School climate will be measured using the Collaborative Culture measure within the Questions to Guide the Work of your PLC survey (DuFour, DuFour, Eaker, & Many, 2006)
- Grade level team collaboration will be measured at the beginning, middle, and end of each year through administration of Critical Issues for Team Consideration survey (DuFour, DuFour, Eaker, & Many, 2006)
- School wide response to intervention will be measured at the beginning and end of each school year using the Systematic Intervention measure within the Questions to Guide

the Work of your PLC survey (DuFour, DuFour, Eaker, & Many, 2006)

- Student Study Team will evaluate the effectiveness of the PLC and RTI program as they process and examine intervention plans and progress of at risk students
- Teachers and principal participating in EISS Research Institute, Trainer of Trainers, and Administrator Symposium will share what they learned with the staff.

At the end of the first year a needs assessment will identify needs and goals to further guide the second year of grant implementation. The needs assessment will help maximize the match between school needs and future grant plans. We will examine the status of our PLC, coordinated RTI plan, and implementation of developmentally appropriate instructional practices. We will define the staff development goals and primary needs that will guide the second year of the grant.

VII. Appendix B – Budget Narrative

1000 Certificated Salaries	
1100	-Teacher stipends (\$200 per teacher for attending the two-day summer training session)
1100	-Substitute teachers (\$3520 each year) *Substitutes will be used to release teachers to attend math and writing professional development, collaborate, and work with EISS coaches. Each teacher will have five ½ day releases per year. *Trainings will be conducted on Wednesdays allowing teachers to be in their classrooms until 9:00am and then using ½ day subs until school is dismissed at 1:00. Teacher training will continue during individual prep time. This cuts the expense of subs by 50%. *1 Sub day per year will be used by grant coordinator for grant implementation and evaluation.
4000 Books & Supplies	
4210	Each EISS teacher will receive Pyramid Response to Intervention (\$18.45each). Two copies of Step Up To Writing manuals will be purchased for each grade level (\$70 each). In addition, the remaining \$1182 will be used to develop a professional development library with titles requested by grade level teams.
4310	-Each grade level will receive \$1375 year one and \$1275 year two to purchase developmentally appropriate instructional materials that best meet the needs of their students.
*4310	14 EISS Handbooks (\$840) will be purchased as well as continuums for 150 elementary students and 18 preschool students (\$125 for 5 elementary sets, \$50 for 2 preschool sets). Total purchase with tax \$1105.00. *No shipping charges are included as materials will be picked up from the EISS office.
5000 Services	
5210	Travel is an estimation of expenses that includes the following year one expenses: administrator attending the Administrative Symposium, two teachers attending Research Institute (which will be south), and travel fees for the EISS trainers. Year two travel estimation includes two teachers attending Training of Trainers and travel expenses for coaching.
*5220	Site administrator will attend the Administrative Symposium year one.
*5220	Two teachers will attend Research Institute year one.
**5220	Two teachers will attend Training of Trainers year two.
*5800	Two EISS trainers will offer Basic Training in August 2011
*5800	Two EISS Coaching days will be used year two with focus to be determined by needs at that time.
*5851	EISS Office Consultant
*5851	Two independent staff developers (one writing and one math) will train EISS staff in writing and math. Teachers will receive 2 days of writing PD and two days of math PD each year. Contractors will be paid \$1000 per day, and may include Dr. Valerie Henry from UCI and fellows from the UCI Writing Project.

Appendix C - Budget Form

District: Capistrano Unified		School Site: Chaparral		Cycle: VI
ACCOUNTING CATEGORIES		YEAR 1	YEAR 2	COMBINED TOTALS YEAR 1 & 2
1000 Certificated Salaries				
1100	Teacher	\$ 2,800.00	\$	
1100	Substitute Teachers	\$ 3,520.00	\$ 3,520.00	
1100	Support Staff	\$	\$	
1100	Other (specify)	\$	\$	
Category Subtotal:		\$ 6,320.00	\$ 3,520.00	\$ 9,840.00
2000 Classified Salaries				
2100	Instructional Aides	\$	\$	
2100	Other (specify)	\$	\$	
Category Subtotal:		\$ 0.00	\$ 0.00	\$ 0.00
3000 Benefits (if applicable)				
Category Subtotal:		\$	\$	\$ 0.00
4000 Books & Supplies				
4210	Books, other than textbooks	\$ 2,000.00	\$	
4310	Instructional materials	\$ 5,500.00	\$ 5,100.00	
*4310	Training & Assessment Materials (R)	\$ 1,105.00	\$	
4310	Other (specify)	\$	\$	
Category Subtotal:		\$ 8,605.00	\$ 5,100.00	\$ 13,705.00
5000 Services				
5210	Travel	\$ 2,000.00	\$ 3,000.00	
*5220	Administrative Symposium (R)	\$ 1,300.00	\$	
*5220	Research Institute (R)	\$ 3,000.00	\$	
**5220	Training of Trainers (R)	\$	\$ 3,000.00	
*5800	EISS Trainer's Fee	\$ 2,400.00	\$	
**5800	Coaching Fee	\$	\$ 1,200.00	
*5851	EISS Office Consultant (R)	\$ 2,500.00	\$	
5851	Other (specify)	\$ 4,000.00	\$ 4,000.00	
Category Subtotal:		\$ 15,200.00	\$ 11,200.00	\$ 26,400.00
7300 Indirect (district approved rate less retained costs)				
Category Subtotal:		\$	\$	\$ 0.00
Total Budget Subtotals:		\$ 30,125.00	\$ 19,820.00	\$ 49,945.00

Year 1

Year 2

Total Budget

*Required Expenditures for Year 1 – **Required Expenditures for Year 2 – (R) Retained by EISS Office

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent
FROM: Julie Hatchel, Assistant Superintendent, Education Services
SUBJECT: **AGREEMENT TO REFER STUDENTS TO ACCESS**

BACKGROUND INFORMATION

The Orange County Department of Education provides an alternative education program for all students in the county entitled Alternative, Community, and Correctional Education Schools and Services (ACCESS). Because enrollment in this program fluctuates, Orange County Department of Education (OCDE) requires an agreement with each district it serves, to hire teachers in a temporary capacity to provide the flexibility required to meet the needs of our students.

CURRENT CONSIDERATIONS

Pursuant to Education Code §1294.5, this agreement allows the OCDE to hire teachers in a temporary capacity to staff ACCESS to meet the demands of a fluctuating student enrollment. This agreement does not require the District to “guarantee” sending a particular number of students to ACCESS. This agreement is in effect from July 1, 2010, until termination. This retroactive action is necessitated by the late contract request from OCDE.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATIONS

It is recommended the Board approve the Agreement to Refer Students (Exhibit A).

AGREEMENT TO REFER STUDENTS

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT," and The Orange County Superintendent of Schools, hereinafter referred to as "CONTRACTOR."

WHEREAS, CONTRACTOR offers programs appropriate for District students;

WHEREAS, DISTRICT has reduced or eliminated certain school programs as a result of budgetary concerns and DISTRICT students are in need of such services;

WHEREAS, DISTRICT desires to refer students to CONTRACTOR during school year 2010/2011;

WHEREAS, Education Code Section 1294.5 allows CONTRACTOR to hire temporary certificated employees to provide services to students referred pursuant to this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Referrals by DISTRICT. DISTRICT agrees to refer such students to CONTRACTOR during the term of this Agreement as are deemed to be likely to benefit from CONTRACTOR'S programs.

2. Services to be provided by CONTRACTOR. CONTRACTOR will provide services to DISTRICT students who are eligible for and enroll in CONTRACTOR'S programs during the term of this Agreement.

3. Term. The Term of this Agreement is July 1, 2010, and ongoing until terminated.

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

5. Termination. Either party may terminate this Agreement with or without cause on thirty (30) days' written notice to the other party.

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

7. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT,

shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

DISTRICT:

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Attn: Julie Hatchell, Assistant Superintendent,
Education Services

CONTRACTOR:

Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, CA 92628
Attn: Sandy Hall, Director, Human Resources

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 11th DAY OF APRIL, 2011.

Capistrano Unified School District

Orange County Superintendent of Schools

By: _____

By: _____

Julie Hatchell
Assistant Superintendent,
Education Services

Sandy Hall
Director, Human Resources

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent

FROM: Julie Hatchel, Assistant Superintendent, Education Services

SUBJECT: **STRUCTURED SPORTS PROGRAM PARTICIPATION – YMCA
ORANGE COUNTY SOUTH COAST**

BACKGROUND INFORMATION

District elementary schools participate in the YMCA of Orange County South Coast structured sports program. This program is offered to students in grades one through five during lunch recess twice a week. The program helps in the prevention of childhood obesity, and teaches fair play and sportsmanship, cooperation, and teamwork. Program outcomes include assisting children in becoming active and developing an appreciation for physical fitness.

CURRENT CONSIDERATIONS

This agenda item requests Board approval of Castille Elementary School student participation in the structured sports program offered by the YMCA of Orange County South Coast for the second semester of the 2010-2011 school year.

FINANCIAL IMPLICATIONS

There is no financial impact. Funds for the program will be provided by the Parent Teacher Association. All students in grades one through five will be permitted to participate in the YMCA structured sports program. No student will be denied participation.

STAFF RECOMMENDATIONS

It is recommended the Board approve the participation of Castille Elementary School students in the YMCA structured sports program for the second semester of the 2010-2011 school year.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

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

BACKGROUND INFORMATION

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

CURRENT CONSIDERATIONS

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

FINANCIAL IMPLICATIONS

The financial implications of the purchase orders and commercial warrants included in this item have previously been authorized as part of the District's budget approval process. The purchase orders (Exhibit A) total \$5,753,098.29; the commercial warrants (Exhibit B) total \$14,253,084.64.

STAFF RECOMMENDATIONS

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

MELLO-ROOS

01 CAPISTRANO CFD DISTRICT J9230 POBORDCS H.00.01 03/24/11 PAGE 1
PO BOARD LISTING

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....APRIL 11, 2011

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

PO No.	Fund	Vendor	Description	Amount
4916	98	BOWIE ARNESON WILES &	Legal /Fac Acq /Dstrctwd	1,496.50
4917	98	NMG GEOTECHNICAL INC	BI:Other/Fac Acq /SJHHS	4,000.00
4918	98	NMG GEOTECHNICAL INC	BI:Other/Fac Acq /SJHHS	3,000.00
4919	87	NMG GEOTECHNICAL INC	BI:Other/Fac Acq /CVHS	3,000.00
4920	98	NMG GEOTECHNICAL INC	BI:CTest/Fac Acq /SJHHS	12,000.00
4921	98	SOUTHERN BLEACHER CO	NonCapEq/Fac Acq /SJHHS	5,750.00
4922	98	GILBERT & STEARNS INC	OthConst/Fac Acq /SJHHS	4,329.60
4923	98	GILBERT & STEARNS INC	OthConst/Fac Acq /SJHHS	1,000.00
4924	98	GILBERT & STEARNS INC	OthConst/Fac Acq /SJHHS	1,000.00
4925	98	GILBERT & STEARNS INC	OthConst/Fac Acq /SJHHS	6,800.00
4926	98	GILBERT & STEARNS INC	OthConst/Fac Acq /SJHHS	2,870.00
4927	87	DIVISION OF STATE ARCHITECT	BI:DSA /Fac Acq /FNMS	5,500.00
4928	98	MTGL	BI:CTest/Fac Acq /SJHHS	40,000.00
4929	98	EDENCO INC.	CnsMgFee/Fac Acq /SJHHS	22,000.00
4930	87	WLC ARCHITECTS INC	BI:Arch /Fac Acq /CVHS	230,539.00
4931	87	PJHM ARCHITECTS INC	BI:Arch /Fac Acq /CVHS	7,500.00
4932	98	EDENCO INC.	CnsMgFee/Fac Acq /SJHHS	16,900.00
4933	98	KNOWLAND CONSTRUCTION SERVICES	BI:Inspc/Fac Acq /SJHHS	212,170.00
4934	98	DIVISION OF STATE ARCHITECT	BI:DSA /Fac Acq /SJHHS	3,562.87
4935	98	HORIZONS CONSTRUCTION CO. INTL	BI:Const/Fac Acq /SJHHS	3,023,000.00
4936	87	STAPLES ADVANTAGE	CompTech/Fac Acq /CVHS	651.75
4937	98	STAPLES ADVANTAGE	CompTech/Fac Acq /SJHHS	556.96
4938	98	DELL COMPUTER	CompTech/Fac Acq /SJHHS	1,343.30
23 Purchase Orders				\$3,608,969.98

EXHIBIT A
(1 of 12)

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2010-11 =====
 Board of Trustees Meeting.....APRIL 11, 2011

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

PO No.	Fund	Vendor	Description	Amount
304278	1	DYNAMIC MEASUREMENT GROUP	CnfrNonI/SupvAdmn/Dstrctwd	625.00
304279	1	DALTON TRUCKING	SpplsNonI/RR:Bldgs/Dstrctwd	177.52
304280	1	REFRIGERATION SUPPLIES	SpplsNonI/RR:Bldgs/Dstrctwd	239.95
304281	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Marblehd	9,580.00
304282	1	KNOTTS BERRY FARM	FieldTrp/Instrctn/VdelMarE	763.25
304283	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/Board /Dstrctwd	20.00
304284	1	ORANGE COUNTY DEPT OF EDUCAT	Serv&Op /Instrctn/Stnybrke	45.00
304285	1	MISSION SAN LUIS REY	FieldTrp/Instrctn/Concordi	576.00
304286	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Dstrctwd	90.00
304287	1	IRVINE PARK RAILROAD	FieldTrp/Instrctn/Wagon Wh	1,729.50
304288	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/Benedict	2,700.63
304289	1	COUNTY OF ORANGE	FieldTrp/Instrctn/RH Dana	290.00
304290	1	HERITAGE MUSEUM OF OC	FieldTrp/Instrctn/LF Elem	1,008.00
304291	1	HERITAGE MUSEUM OF OC	FieldTrp/Instrctn/GrgWhite	992.00
304292	1	COMMUNICATIONS USA	SpplsNonI/Sch Adm /ArroyoEl	935.21
304293	1	STARKEY	SpplsNonI/HlthServ/Dstrctwd	18.05
304294	1	HARLAND TECHNOLOGY SERVICES	Rntl:Oth/RR:Bldgs/Dstrctwd	593.00
304295	68	MCAHAN DESK INC	SpplsNonI/Enterprs/Dstrctwd	463.74
304296	1	MCAHAN DESK INC	NonCapEq/Purch /Dstrctwd	77.21
304297	1	EVERYTHING MEDICAL	St Rcpts/Undesig /Dstrctwd	215.87
304298	1	SPICERS PAPER CO	St Rcpts/Undesig /Dstrctwd	2,071.69
304299	1	VALLEY OFFICE SUPPLY	St Rcpts/Undesig /Dstrctwd	794.75
304300	1	RINCON TRUCK PARTS	NonCapEq/PuplTran/Dstrctwd	8,546.71
304301	1	ALISO VIEJO AUTO SERVICE	SpplsNonI/Dist Veh/Dstrctwd	2,434.35
304302	1	MOORES MUFFLER SER, DOUG	Rntl:Oth/Dist Veh/Dstrctwd	180.00
304303	1	PLAYPOWER LT FARMINGTON	SpplsNonI/RR:Bldgs/Crn Vlly	578.43
304304	1	CARMEUSE INDUSTRIAL SANDS	SpplsNonI/Op:Grnds/Dstrctwd	3,000.00
304305	1	HYDRO-SCAPE PRODUCTS INC	SpplsNonI/Op:Grnds/Dstrctwd	10,000.00
304306	1	BRODART CO	InstMtls/Instrctn/CanVistE	100.65
304307	1	MCAHAN DESK INC	NonCapEq/Enterprs/CanVistE	3,648.56
304308	1	McKENDRY DOOR SALES & SERVICE	Rntl:Oth/RR:Bldgs/Tesoro	4,840.00
304309	1	BLAIRS TOWING	Serv&Op /Instrctn/ANHS	80.00
304310	70	AMERICAN TECHNOLOGIES	Serv&Op /Enterprs/Dstrctwd	16,375.77
304311	1	SUBSCRIPTIONS SERVICES OF	InstMtls/Instrctn/SCHS	399.30
304312	1	MTGL	Serv&Op /RR:Bldgs/DHHS	2,892.50
304313	1	PEARSON ASSESSMENTS	SpplsNonI/Spch Aud/Dstrctwd	160.29
304314	1	GOODWILL INDUSTRIES	Serv&Op /GuidCnsl/Dstrctwd	640.00
304315	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/ArroyoMS	69.60
304316	1	PHONAK INC	Serv&Op /HlthServ/Dstrctwd	100.00
304317	1	ESCO EAR SERVICE CORP	Serv&Op /HlthServ/Dstrctwd	119.00
304318	1	DELL COMPUTER	NonCapEq/CurAthlt/SJHHS	803.95
304319	1	DELL COMPUTER	InstMtls/Instrctn/San Juan	705.69
304320	1	DELL COMPUTER	NonCapEq/Instrctn/DHHS	42,428.08
304321	1	DELL COMPUTER	NonCapEq/Instrctn/Lgna Nig	989.02
304322	12	DELL COMPUTER	NonCapEq/Instrctn/Hankey	936.43

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PO No.	Fund	Vendor	Description	Amount
304323	1	ATG REHAB	SpplsNonI/HlthServ/Dstrctwd	694.85
304324	1	DELL COMPUTER	NonCapEq/Pup Serv/Oak Grv	1,029.00
			NonCapEq/Instrctn/Oak Grv	1,181.86
304325	1	DELL COMPUTER	NonCapEq/Instrctn/Kinoshta	29,631.14
304326	12	DELL COMPUTER	SpplsNonI/HlthServ/Dstrctwd	64.59
304327	1	DELL COMPUTER	InstMtls/Instrctn/ANHS	147.89
304328	1	APPLE COMPUTER INC	InstMtls/Instrctn/BAMS	409.99
304329		VOID	VOID	0.00
304330	1	APPLE COMPUTER INC	NonCapEq/Instrctn/LFMS	2,355.22
304331	1	FUN AND FUNCTION	SpplsNonI/HlthServ/Dstrctwd	66.50
304332	1	APPLE COMPUTER INC	InstMtls/Instrctn/LadraElm	126.15
304333		VOID	VOID	0.00
304334	1	SOUTHPAW ENTERPRISES INC	SpplsNonI/HlthServ/Dstrctwd	193.51
304335	1	DANNIS WOLIVER KELLEY	Legal /SuppSvcs/Dstrctwd	20,000.00
304336		VOID	VOID	0.00
304337	1	ORANGE COUNTY SHERIFF DEPT	Serv&Op /Security/Dstrctwd	1,634.16
304338	1	NASCO WEST	InstMtls/Instrctn/SMS	928.84
304339	69	GEISSINGER, JAMES	DistPrem/Undesig /Dstrctwd	699.36
304340	1	THINKING MAPS INC	InstMtls/Instrctn/Dstrctwd	3,492.44
304341	12	SOFTWERE INC	Serv&Op /Sch Adm /Dstrctwd	432.00
304342	1	KNOTTS BERRY FARM	FieldTrp/Instrctn/VdelMarE	763.25
304343	1	APPLIED HUMAN FACTORS	InstMtls/SE0thIns/Dstrctwd	367.79
304344	1	GOPHER ATHLETIC	InstMtls/Instrctn/DHHS	661.71
304345	1	ST4 LEARNING INC.	InstMtls/SE0thIns/Dstrctwd	334.08
304346	1	SMARTKIDS SOFTWARE	InstMtls/SE0thIns/Dstrctwd	80.62
304347	1	DELL COMPUTER	NonCapEq/Instrctn/Tesoro	1,872.89
304348	1	LIFETIME MEMORY PRODUCTS INC	InstMtls/SE0thIns/Dstrctwd	26.00
304349	1	SOFT TOUCH	InstMtls/SE0thIns/Dstrctwd	161.16
304350	1	ADVANCED DOCUMENT SYSTEMS &	InstMtls/SDCInstr/Dstrctwd	110.22
304351	1	IMAGE 2000	InstMtls/Instrctn/AVMS	250.00
			SpplsNonI/Sch Adm /AVMS	250.00
304352	1	APPERSON	InstMtls/Instrctn/ArroyoEl	100.14
			InstMtls/Instrctn/ArroyoMS	660.80
304353	1	FOLLETT EDUCATIONAL SERVICES	K-12Text/Instrctn/DHHS	42.41
304354	1	SCANTRON	InstMtls/Instrctn/NHMS	22.10
304355	1	GALE/CENGAGE	InstMtls/Enterprs/Tesoro	5,392.44
304356	1	PEARSON EDUCATION	SpplsNonI/SupvAdmn/Dstrctwd	3,508.12
304357	1	B & H PHOTOGRAPHY	SpplsNonI/PrntPart/Dstrctwd	36.15
304358		VOID	VOID	0.00
304359	1	DEVEREUX CLEO WALLACE	Residtl /NPS /Dstrctwd	12,500.00
304360	1	JIMINEZ, SERGIO & ANGELICA	Residtl /NPS /Dstrctwd	2,100.00
304361	1	WINGARD, CHARLES AND LORENA	Serv&Op /HlthServ/Dstrctwd	14,886.86
304362	1	NATURAL LEARNING CONCEPTS	InstMtls/SDCInstr/Palisade	118.20
304363	1	CURRICULUM ASSOCIATES	InstMtls/SE0thIns/Dstrctwd	3,383.19
304364		VOID	VOID	0.00
304365	1	IT'S ELEMENTARY	InstMtls/Instrctn/San Juan	185.73
304366	12	KAPLAN SCHOOL SUPPLY	InstMtls/Instrctn/Dstrctwd	921.20
304367	1	STARFALL EDUCATION	Serv&Op /Instrctn/Las Palm	270.00
304368	1	CURRICULUM ASSOCIATES	InstMtls/Instrctn/Castille	598.92
304369	1	STARFALL EDUCATION	Serv&Op /Instrctn/Kinoshta	270.00

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304370	1	WALCH PUBLISHING	InstMtls/SDCInstr/NHMS	232.06
304371	1	RENAISSANCE LEARNING	InstMtls/Instrctn/Bathgate	398.31
304372	1	LAKESHORE LEARNING MATERIALS	InstMtls/RSPInstr/Crn Vlly	152.42
304373	1	GUNTHER'S ATHLETIC SERVICE	InstMtls/CurAthlt/SCHS	893.11
			InstMtls/Instrctn/SCHS	297.70
304374	1	OFFICE DEPOT	SplsNonI/SupvAdmn/Dstrctwd	236.29
304375	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/SMS	600.00
304376	1	SCHOOL OUTFITTERS.COM	InstMtls/Instrctn/LFMS	459.32
304377	1	STAPLES ADVANTAGE	InstMtls/Instrctn/SCHS	244.45
304378	1	GILBERT & STEARNS INC	Rntl:Oth/RR:Bldgs/DHHS	5,782.02
304379	1	IMAGINATION MACHINE	Serv&Op /Instrctn/Tijeras	1,335.00
304380	1	GILBERT & STEARNS INC	Rntl:Oth/RR:Bldgs/CVHS	3,556.81
304381	1	UNITED PARCEL SERV	Cmmnctns/Warehse /Dstrctwd	8,000.00
304382	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Viejo	7,392.00
304383	1	TAYLOR INDUSTRIAL COATINGS	Rntl:Oth/RR:Bldgs/ANHS	3,879.65
304384	1	SPORTS FACILITIES GROUP INC	Rntl:Oth/RR:Bldgs/Dstrctwd	6,000.00
304385	1	SPICERS PAPER CO	SplsNonI/Grph Art/Dstrctwd	20,000.00
304386	1	GOLF TEAM PRODUCTS	InstMtls/CurAthlt/CVHS	460.00
304387	1	GAIL MATERIALS	NonCapEq/CurAthlt/SCHS	1,031.44
304388	1	SPORTS USA ELITE TRAINING INC	InstMtls/Instrctn/SCHS	700.73
			NonCapEq/CurAthlt/SCHS	114.08
304389	1	BONNIE'S EMBROIDERY AND	InstMtls/Instrctn/MFMS	83.74
304390	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/Moulton	1,030.75
304391	1	SADDLEBACK VALLEY USD	FieldTrp/Instrctn/LadraElm	1,248.00
304392	1	SADDLEBACK VALLEY USD	FieldTrp/Instrctn/LadraElm	832.00
304393	1	ORANGE COUNTY DEPT OF EDUCAT	Serv&Op /Instrctn/Stnybrke	430.00
304394	1	ORANGE COUNTY DEPT OF EDUCAT	Serv&Op /Instrctn/Stnybrke	1,200.00
304395	1	STARR RANCH SANCTUARY	FieldTrp/Instrctn/OsoGrand	1,664.00
304396	1	CUE CONFERENCE	Serv&Op /Instrctn/Mission	1,470.00
304397	1	TANDUS FLOORING INC.	Rntl:Oth/M&OUNrOH/Dstrctwd	928.96
304398	12	VAVRINEK TRINE DAY & CO LLP	SplsNonI/Sch Adm /Dstrctwd	1,340.00
304399	1	FACEFIRST INC	SplsNonI/Sch Adm /Bergeson	1,277.18
304400	1	JOSTENS	InstMtls/Instrctn/ANHS	209.42
304401	1	TANDUS FLOORING INC.	Rntl:Oth/M&OUNrOH/Dstrctwd	7,335.24
304402	1	FRESHINK	SplsNonI/Sch Adm /Las Palm	342.56
304403	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Palisade	475.00
304404	1	STAPLES ADVANTAGE	InstMtls/Instrctn/SCHS	637.02
304405	1	PACIFIC PLUMBING COMPANY OF	Rntl:Oth/RR:Bldgs/Dstrctwd	15,000.00
304406	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Crn Vlly	475.00
304407	1	PLAYPOWER LT FARMINGTON	SplsNonI/RR:Bldgs/Palisade	123.93
304408	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Castille	895.00
304409	1	AMS.NET	InstMtls/Instrctn/Dstrctwd	121,394.30
304410	1	CULVER-NEWLIN INC	InstMtls/SE0thIns/Dstrctwd	230.55
304411	1	OFFICE DEPOT	InstMtls/SE0thIns/Dstrctwd	83.74
304412	1	MAIER INTERNATIONAL INC	Rntl:Oth/M&OUNrOH/Dstrctwd	123,294.00
304413	1	AMERICAN TECHNOLOGIES	Serv&Op /M&OUNrOH/Dstrctwd	114,539.25
304414	13	HUBERT	SmlEquip/FoodServ/Dstrctwd	150.70
304415	1	RAINS, SANDY AND MAYNARD	NPS /NPS /Dstrctwd	1,338.26
304416	1	DEVEREUX SCHOOL OF VIERA	Residtl /NPS /Dstrctwd	461.70
304417	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/San Juan	63.36

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304418	1	BORDERS BOOKS & GIFTS	InstMtls/Instrctn/Tesoro	545.39
304419	13	HOLSUM BAKERY INC	FdPrshbl/FoodServ/Dstrctwd	40,000.00
304420	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/DHHS	108.84
304421		VOID	VOID	0.00
304422	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/Dstrctwd	126.19
304423	1	SARGENT-WELCH SCIENTIFIC	InstMtls/Instrctn/ANHS	1,220.18
304424	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SupvAdmn/Dstrctwd	159.99
304425	70	CARLOS GUZMAN INC	Serv&Op /Enterprs/Dstrctwd	1,500.00
304426	1	LISA SMOLDEN & ASSOCIATES	InstMtls/SE0thIns/Dstrctwd	1,625.81
304427	1	APPLE COMPUTER INC	InstMtls/Instrctn/Tesoro	433.92
304428	1	COMMERCIAL FENCE & IRON WORKS	Rntl:Oth/M&OUnrOH/Dstrctwd	4,556.00
304429	12	GARY CAMPBELL	Legal /SupvAdmn/Dstrctwd	12,000.00
304430	1	PEARSON EDUCATION	SplsNonI/SupvAdmn/Dstrctwd	1,418.43
304431	1	ENABLING DEVICES	InstMtls/SE0thIns/Dstrctwd	31.70
304432		VOID	VOID	0.00
304433		VOID	VOID	0.00
304434	1	ARIEL SUPPLY	InstMtls/Instrctn/SCHS	219.29
304435	1	SEHI COMPUTER	InstMtls/Instrctn/SCHS	252.47
304436		VOID	VOID	0.00
304437	1	RAINS, SANDY AND MAYNARD	Serv&Op /PsychSer/Dstrctwd	4,000.00
304438	1	OC TREASURER	Serv&Op /Board /Dstrctwd	172,654.97
304439	1	RUSSELL SIGLER INC.	SplsNonI/RR:Bldgs/SCHS	1,278.00
304440	1	SIMPLEX GRINNELL LP	Rntl:Oth/RR:Bldgs/Dstrctwd	17,989.00
304441	68	MCAHAN DESK INC	SplsNonI/Enterprs/Dstrctwd	681.86
304442	1	MATH SOLUTIONS	CnsltIns/StDev In/Dstrctwd	2,999.00
304443	1	ALLIED STORAGE CONTAINERS	Rntl:Oth/M&OUnrOH/Dstrctwd	403.31
304444	1	GANAHL LUMBER	SplsNonI/RR:Bldgs/Dstrctwd	7,761.04
304445		VOID	VOID	0.00
304446	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/CVHS	281.64
304447		VOID	VOID	0.00
304448	1	SPEAK, JOHN V	InstMtls/Instrctn/SMS	296.57
304449	1	CAMCOR INC	InstMtls/SE0thIns/Dstrctwd	2,077.89
304450	1	CAMCOR INC	NonCapEq/Instrctn/San Juan	648.40
304451	1	PAPA	CnfrNonI/M&OResOH/Dstrctwd	80.00
304452	1	HAZARD YOUNG ATTEA & ASSOC	CnsltNon/Supt /Dstrctwd	377.00
304453	1	SCHOOL HEALTH CORP	SplsNonI/Sch Adm /Bergeson	38.52
304454	1	PJHM ARCHITECTS SOUTHWEST INC	Bl:Arch /Fac Acq /SCHS	5,000.00
304455	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SDCInstr/Palisade	23.20
304456	1	ANDY'S DRYWALL	Rntl:Oth/RR:Bldgs/Marblehd	2,400.00
304457	1	JIM'S MUSIC CENTER	InstMtls/Instrctn/BAMS	500.00
304458	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/DHHS	607.91
304459	1	EVERYTHING MEDICAL	St Rcpts/Undesig /Dstrctwd	1,991.21
304460	1	P & R PAPER SUPPLY COMPANY	St Rcpts/Undesig /Dstrctwd	430.00
304461	1	SHAMROCK SUPPLY CO INC	St Rcpts/Undesig /Dstrctwd	391.24
304462	1	OFFICE DEPOT	St Rcpts/Undesig /Dstrctwd	2,974.36
304463	1	IMAGE 2000	InstMtls/Instrctn/Tesoro	656.95
304464	1	PACWEST AIR FILTER	SplsNonI/RR:Bldgs/Dstrctwd	20,000.00
304465	1	GARY GREENE	CnsltNon/PsychSer/Dstrctwd	1,500.00
304466	1	B & H PHOTOGRAPHY	NonCapEq/Instrctn/Tesoro	2,949.30
304467	1	CAMCOR INC	InstMtls/Instrctn/ANHS	669.31

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304468	1	CAMCOR INC	NonCapEq/Enterprs/ANHS	1,117.71
304469	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Enterprs/ANHS	1,846.58
304470	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/CanVistE	3,693.15
304471	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /RH Dana	200.00
304472	1	DISCOUNT OFFICE SERVICES	SpplsNonI/Pub Info/Dstrctwd	500.00
304473	1	NETWORK HARDWARE RESALE	SpplsNonI/TIS /Dstrctwd	2,711.00
304474	13	CASBO	CnfrNonI/FoodServ/Dstrctwd	64.00
304475	1	ORANGE COUNTY SCH BOARDS ASSN	CnfrNonI/Board /Dstrctwd	62.00
			CnfrNonI/Supt /Dstrctwd	31.00
304476	1	COX COMMUNICATIONS	Cmmnctns/DW Unrst/Dstrctwd	75,000.00
304477	1	SAMLARC	Serv&Op /RR:Grnds/Dstrctwd	13,900.00
304478	1	TANDUS FLOORING INC.	Rntl:Oth/M&OUUnrOH/Dstrctwd	10,838.48
304479	68	DISCOUNT OFFICE SERVICES	SpplsNonI/Enterprs/Dstrctwd	216.41
304480	1	SEGERSTROM CNT FOR THE ARTS	FieldTrp/Instrctn/Wagon Wh	610.00
304481	1	INSIDE THE OUTDOORS	FieldTrp/Instrctn/Reilly	23,360.00
304482	1	CONCEPTS SCHOOL & OFFICE	NonCapEq/Instrctn/San Juan	1,257.15
304483	1	SADDLEBACK VALLEY USD	FieldTrp/Instrctn/Moulton	1,710.00
304484	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/LRMS	800.00
304485	1	CB RANCH ENTERPRISES	FieldTrp/Instrctn/Viejo	720.00
304486	1	PACIFIC PLUMBING COMPANY OF	Serv&Op /M&OUUnrOH/Dstrctwd	773.00
304487	1	MUNICIPAL UNDERGROUND SERVICES	Serv&Op /M&OUUnrOH/Dstrctwd	555.00
304488	1	BENS ASPHALT	Serv&Op /M&OUUnrOH/Dstrctwd	10,840.00
304489	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv&Op /Enterprs/Dstrctwd	545.10
304490	1	MCMAHAN DESK INC	InstMtls/Enterprs/Lgna Nig	385.41
304491	1	DELL COMPUTER	NonCapEq/Instrctn/MFMS	1,172.81
304492	1	DELL COMPUTER	NonCapEq/Instrctn/San Juan	7,912.28
304493	1	DELL COMPUTER	SpplsNonI/Sch Adm /San Juan	1,294.36
304494	1	DELL COMPUTER	NonCapEq/Instrctn/CanVistE	7,036.81
304495	1	DELL COMPUTER	SpplsNonI/Sch Adm /San Juan	290.55
304496	1	DELL COMPUTER	InstMtls/Instrctn/Lgna Nig	82.56
304497	1	DELL COMPUTER	SpplsNonI/Sch Adm /RH Dana	90.02
304498	1	DANBRU WIRE & CABLE INC	InstMtls/Instrctn/Kinoshta	90.91
304499	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Lgna Nig	4,199.28
304500	1	ACTION LEARNING SYSTEMS INC	Serv&Op /Instrctn/Dstrctwd	6,450.00
304501	1	GARCIA, IRMA	CnsltNon/GuidCnsl/Dstrctwd	3,060.00
304502	1	COMPLETE DRUG & DNA TESTING	Serv&Op /Sch Adm /BAMS	1,400.00
304503	1	TECH4LEARNING	Serv&Op /Instrctn/CanVistE	780.00
304504	1	TECH4LEARNING	InstMtls/Instrctn/GrgWhite	240.00
304505	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/SCHS	2,179.35
304506	1	SEHI COMPUTER	InstMtls/SEOthIns/Dstrctwd	128.50
304507	1	DELL COMPUTER	NonCapEq/Instrctn/SMS	2,425.56
304508	1	DELL COMPUTER	NonCapEq/Sch Adm /Tijeras	1,212.79
304509	1	DELL COMPUTER	InstMtls/Instrctn/AVMS	505.92
304510	1	DELL COMPUTER	InstMtls/Instrctn/LRMS	82.56
304511	1	APPLE COMPUTER INC	NonCapEq/Instrctn/LRMS	2,443.79
304512	1	APPLE COMPUTER INC	InstMtls/Instrctn/Tesoro	2,490.38
304513	1	DELL COMPUTER	SpplsNonI/SupvAdmn/Dstrctwd	147.89
304514	1	INSIGHT SYSTEMS EXCHANGE	SpplsNonI/TIS /Dstrctwd	1,802.90
304515	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/CVHS	73.05
304516	1	ECS IMAGING INCORPORATED	Serv&Op /Pup Serv/Dstrctwd	14,000.00

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304517	1	MAIER INTERNATIONAL INC	Serv&Op /M&OUnrOH/Dstrctwd	101,240.00
304518	1	CABE	Conf:Ins/Instrctn/BAMS	1,905.00
304519	1	MNJ TECHNOLOGIES DIRECT INC	Rntl:Oth/TIS /Dstrctwd	34,915.99
	14		Rntl:Oth/RR:Bldgs/Dstrctwd	27,020.84
304520	1	COMMUNICATIONS USA	SplsNonI/Sch Adm /Viejo	261.30
304521	1	PACIFIC PLUMBING COMPANY OF	Rntl:Oth/RR:Bldgs/Reilly	1,018.00
304522	1	CCPOA REGION 3	CnfrNonI/Pup Serv/Dstrctwd	40.00
304523	1	GOLDEN RULE BINDERY	K-12Text/Instrctn/DHHS	984.68
304524	1	PEARSON EDUCATION	K-8Textb/Instrctn/Dstrctwd	272.45
304525	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	2,148.36
304526	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	1,616.03
304527	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	2,020.03
304528	1	FRIEHLING, JAY AND BERNICE	Residtl /NPS /Dstrctwd	2,100.00
304529	1	SHILOH TREATMENT CENTER INC	Residtl /NPS /Dstrctwd	431.30
304530	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	2,685.00
304531	1	FAMILY LIFE CENTER BODEGA	Residtl /NPS /Dstrctwd	15,748.55
304532	1	PEARSON EDUCATION	SplsNonI/SupvAdmn/Dstrctwd	764.18
304533	1	MNJ TECHNOLOGIES DIRECT INC	InstMtls/Instrctn/ANHS	160.57
304534	1	DYNAVOS SYSTEMS INC	Rnt&Repr/SE0thIns/Dstrctwd	513.86
304535	1	LRP PUBLICATIONS	CnfrNonI/SupvAdmn/Dstrctwd	250.00
304536	1	REGION 1 WORKABILITY 1	Conf:Ins/SE0thIns/Dstrctwd	100.00
			CnfrNonI/SupvAdmn/Dstrctwd	100.00
304537	1	BENS ASPHALT	Rntl:Oth/M&OUnrOH/Dstrctwd	12,403.00
304538	1	SOUTHERN CALIFORNIA GRAY LINE	Charter /DW Undst/Dstrctwd	75,000.00
304539	1	ORANGE COUNTY REGISTER	Serv&Op /Purch /Dstrctwd	3,000.00
304540	1	OFFICE DEPOT	St Rcpts/Undesig /Dstrctwd	955.26
304541	1	ORANGE COUNTY MONSTER CARTS	Rntl:Oth/Sch Adm /ANHS	284.01
304542	1	TANDUS FLOORING INC.	Rntl:Oth/M&OUnrOH/Dstrctwd	11,059.97
304543	1	HERITAGE MUSEUM OF OC	FieldTrp/Instrctn/OsoGrand	1,472.00
304544	1	WON-DOOR CORPORATION	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
304545	1	DAY WIRELESS SYSTEMS	SplsNonI/Sch Adm /San Juan	743.85
304546	1	BEARCOM	SplsNonI/Sch Adm /BAMS	287.31
304547		VOID	VOID	0.00
304548	1	NORAM INTERNATIONAL CORP	InstMtls/CurAthlt/ANHS	4,765.59
304549	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Tijeras	1,125.00
304550	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Tijeras	1,125.00
304551	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Tijeras	1,125.00
304552	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/Hiddn Hl	14,688.33
304553	1	VS ATHLETICS	InstMtls/CurAthlt/CVHS	2,389.55
304554	1	AQUARIUM OF THE PACIFIC	FieldTrp/Instrctn/Moulton	810.00
304555	1	NASCO WEST	InstMtls/Instrctn/MFMS	206.71
304556	1	HOME ECONOMICS EDUCATION	Conf:Ins/Instrctn/Serra	385.00
304557	1	SUMMIT PROFESSIONAL EDUCATION	CnfrNonI/HlthServ/Dstrctwd	149.00
304558	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/RSPInstr/MFMS	300.00
			Conf:Ins/SDCInstr/MFMS	150.00
			CnfrNonI/SupvAdmn/MFMS	150.00
304559	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/Sch Adm /LFMS	175.00
304560	12	UC REGENTS	CnfrNonI/SupvAdmn/Dstrctwd	200.00

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PO No.	Fund	Vendor	Description	Amount
304561	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/Sch Adm /Bergeson	25.00
			Conf:Ins/Instrctn/Bergeson	75.00
304562	1	CASP	CnfrNonI/PsychSer/Dstrctwd	385.00
304563	1	ENVIRONMENTAL NATURE CENTER	FieldTrp/Instrctn/LadraElm	888.00
304564	1	SCHOOL HEALTH CORP	InstMtls/Instrctn/LadraElm	52.15
			InstMtls/Instrctn/LRMS	52.14
304565	11	JOSTENS	InstMtls/Instrctn/Dstrctwd	149.41
304566	1	JOSTENS	SpplsNonI/Sch Adm /ANHS	8.37
304567	1	MISSION TENNIS PRO SHOP	InstMtls/CurAthlt/CVHS	609.00
304568	1	REAL VOLLEYBALL	InstMtls/CurAthlt/CVHS	866.53
304569	1	WILLIAM V MACGILL & CO	SpplsNonI/Sch Adm /Castille	86.95
304570	1	LIBERTY FLAGS	SpplsNonI/PuplTran/Dstrctwd	43.43
304571	69	TRAVIS SOFTWARE	Serv&Op /Enterprs/Dstrctwd	2,379.00
304572	1	BIOMETRICS4ALL INC	Serv&Op /Prsnl:HR/Dstrctwd	2,000.00
304573	70	ALLIANCE OF SCHOOLS FOR	Serv&Op /Enterprs/Dstrctwd	25,000.00
304574	68	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	408.23
304575	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/LRMS	607.91
304576	1	VALIANT IMC	InstMtls/Instrctn/Las Palm	1,030.52
304577	1	IBBS	K-8Textb/Instrctn/Dstrctwd	516.56
304578	1	IBBS	K-8Textb/Instrctn/Dstrctwd	113.92
304579	1	VALIANT IMC	SpplsNonI/Sch Adm /MFMS	515.26
304580	1	IBBS	K-8Textb/Instrctn/Dstrctwd	516.56
304581	1	STAPLES ADVANTAGE	InstMtls/RSPInstr/MFMS	100.00
304582	13	NEAT SOLUTIONS	CANtrNet/FoodServ/Dstrctwd	6,354.29
304583	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Marblehd	500.00
304584	1	CAMCOR INC	NonCapEq/Instrctn/CVHS	2,794.28
304585	1	CAMCOR INC	InstMtls/Instrctn/ANHS	169.90
304586	13	AMAZON COM INC	CANtrNet/FoodServ/Dstrctwd	414.63
304587	1	CCS PRESENTATION SYSTEMS INC	InstMtls/Instrctn/Malcom	1,696.50
304588	13	NCES INC.	CANtrNet/FoodServ/Dstrctwd	658.13
304589	1	WAXIE	SpplsNonI/Custodil/Dstrctwd	2,500.00
304590	1	VAVRINEK TRINE DAY & CO LLP	Serv&Op /SngleAud/Dstrctwd	5,194.00
304591	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/ANHS	552.14
304592	1	OFFICE DEPOT	SpplsNonI/Sch Adm /DHHS	5,000.00
304593	1	SPORTIME / ABILITATIONS	InstMtls/SEOthIns/Dstrctwd	141.28
304594	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/DHHS	202.41
304595	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Choose	1,000.00
304596	1	DISCOUNT OFFICE SERVICES	SpplsNonI/Supt /Dstrctwd	600.00
304597	1	HANDWRITING W/O TEARS	InstMtls/Instrctn/Reilly	38.85
304598	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/CVHS	477.40
			InstMtls/Instrctn/CVHS	477.43
304599	1	DIGITAL NETWORKS GROUP	SpplsNonI/Sch Adm /SJHHS	964.50
304600	1	BRIDGES TRANSITIONS CO.	InstMtls/Instrctn/Dstrctwd	734.06
304601	1	APPERSON PRINT MANAGEMENT SVCS	InstMtls/Instrctn/SJHHS	37.93
304602		VOID	VOID	0.00
304603	1	SCHOOL SPECIALITY	SpplsNonI/SupvAdmn/Dstrctwd	207.38
304604	1	PEARSON ASSESSMENTS	InstMtls/Instrctn/San Juan	67.64
304605	1	PERFECT SEAL LABORATORIES	SpplsNonI/HlthServ/Dstrctwd	67.36
304606	1	ESCO EAR SERVICE CORP	Serv&Op /HlthServ/Dstrctwd	119.00
304607	70	CARLOS GUZMAN INC	Serv&Op /Enterprs/Dstrctwd	1,500.00

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304608	11	BUDGETEXT	InstMtls/Instrctn/Dstrctwd	13.81
304609	1	GREG LARSON SPORTS	InstMtls/SE0thIns/Dstrctwd	350.01
304610	11	BUDGETEXT	InstMtls/Instrctn/Dstrctwd	738.41
304611	1	NASCO WEST	InstMtls/Instrctn/SJHHS	471.94
304612	1	BUCKLE DOWN & OPTIONS PUBL	InstMtls/Instrctn/MFMS	440.17
304613	1	GOPHER ATHLETIC	InstMtls/Instrctn/LF Elem	390.26
304614	1	CULVER-NEWLIN INC	SpplsNonI/Sch Adm /SMS	2,671.68
304615		VOID	VOID	0.00
304616	1	ALLIED STORAGE CONTAINERS	Rntl:Oth/M&OUrOH/Dstrctwd	99.83
304617	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Kinoshta	650.00
304618	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	38.01
304619	1	PAC TYPEWRITER & COMM	Rntl:Oth/RR:Bldgs/Dstrctwd	2,000.00
304620	1	SPRINT/NEXTEL COMMUNICATIONS	SpplsNonI/RR:Bldgs/Dstrctwd	35.98
304621	1	DEMCO	SpplsNonI/Sch Adm /RH Dana	60.54
304622	14	BENS ASPHALT	Rntl:Oth/RR:Bldgs/San Juan	9,741.27
304623	1	FILM OUT PUT	Serv&Op /Grph Art/Dstrctwd	36.00
304624	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/LFMS	13,906.90
304625	12	WAXIE	SpplsNonI/Sch Adm /Kinoshta	5.23
304626	1	MCAHAN DESK INC	SpplsNonI/Supt /Dstrctwd	299.06
304627	68	CDWG Inc	SpplsNonI/Enterprs/Dstrctwd	47.93
304628	1	ORANGE COUNTY REGISTER	SpplsNonI/Pub Info/Dstrctwd	403.56
304629	14	DRI	Rntl:Oth/RR:Bldgs/Del Obis	867.01
304630	1	PEARSON ASSESSMENTS	SpplsNonI/PsychSer/Dstrctwd	3,951.20
304631	1	MOORE, GURWITZ	Legal /SupvAdmn/Dstrctwd	2,000.00
304632	1	CURRICULUM ASSOCIATES	SpplsNonI/PsychSer/Dstrctwd	415.63
304633	1	IBBS	K-8Textb/Instrctn/Dstrctwd	564.14
304634	1	ORANGE COUNTY PUMP CO	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
304635	1	YELLOWSTONE BOYS & GIRLS RANCH	Residtl /NPS /Dstrctwd	6,666.50
304636	1	HARRIS, SUE & ALEX	Residtl /NPS /Dstrctwd	2,100.00
304637	1	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/Serra	1,446.59
304638	1	COMMERCIAL FENCE & IRON WORKS	Rntl:Oth/M&OUrOH/Dstrctwd	5,066.00
304639	12	PACIFIC MH CONSTRUCTION INC.	NonCapEq/Sch Adm /Dstrctwd	7,362.04
304640	1	FARINO DESIGN & CONSTRUCTION	Serv&Op /Enterprs/DHHS	4,600.00
304641	1	PACIFIC MH CONSTRUCTION INC.	Serv&Op /Enterprs/DHHS	1,391.25
304642	1	GILBERT & STEARNS INC	Serv&Op /RR:Bldgs/CVHS	1,113.09
304643	14	PRIME PAINTING CONTRACTORS INC	Rntl:Oth/RR:Bldgs/Malcom	4,200.00
304644	1	MOORE'S SEWING MACHINE	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
304645	1	ELIZABETH JIMENEZ DBA GEMAS	CnsltNon/SupvAdmn/Dstrctwd	21,500.00
304646	1	ACTION LEARNING SYSTEMS INC	Serv&Op /SupvAdmn/Dstrctwd	2,000.00
304647	1	PJHM ARCHITECTS SOUTHWEST INC	Serv&Op /M&OUrOH/Dstrctwd	883.00
304648	1	CENTER FOR GRANTS & EVALUATION	CnsltNon/PrntPart/Dstrctwd	4,100.00
304649	1	KATE GALLAWAY	CnsltIns/Instrctn/Dstrctwd	2,500.00
304650	1	SLR CIVIL ENGINEERING INC	Serv&Op /FacPlann/Dstrctwd	4,000.00
304651	1	ERIC STENLAKE	CnsltNon/GuidCnsl/Dstrctwd	200.00
304652	1	DEBRA HOROWITZ	CnsltNon/GuidCnsl/Dstrctwd	300.00
304653	1	SCIENCE ON THE GO INC	Serv&Op /Instrctn/Don Juan	700.00
304654	1	DANBRU WIRE & CABLE INC	InstMtls/Instrctn/Don Juan	91.56
304655	1	MAIER INTERNATIONAL INC	Serv&Op /M&OUrOH/Dstrctwd	73,000.00
304656	1	BEARCOM	SpplsNonI/Sch Adm /MFMS	1,558.38
304657	1	COMMUNICATIONS USA	SpplsNonI/Sch Adm /VDMMS	186.18

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PO No.	Fund	Vendor	Description	Amount
304658	1	COMMUNICATIONS USA	SpplsNonI/Sch Adm /SMS	1,107.06
304659	1	TARGET SPECIALTY PROD	SpplsNonI/Op:Grnds/Dstrctwd	2,482.78
304660	1	LANDSCAPE DESIGNS EXOTIC &	Rntl:Oth/RR:Bldgs/Castille	5,400.00
304661		VOID	VOID	0.00
304662	1	GAMETIME	NonCapEq/RR:Bldgs/Kinoshta	741.87
304663	13	ARROW RESTAURANT EQUIPMENT	SmlEquip/FoodServ/Dstrctwd	402.35
304664	13	EPOS BUSINESS SOLUTIONS	Comptr /FoodServ/Dstrctwd	20,000.00
304665	13	ARROW RESTAURANT EQUIPMENT	SmlEquip/FoodServ/Dstrctwd	40.78
304666	13	SPRINT/NEXTEL COMMUNICATIONS	Cmmnctns/FoodServ/Dstrctwd	39.14
304667	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/ANHS	50.72
304668		VOID	VOID	0.00
304669	1	OCEANVIEW SCHOOL	SpplsNonI/HlthServ/Dstrctwd	360.00
304670	1	PERFECT SEAL LABORATORIES	SpplsNonI/HlthServ/Dstrctwd	42.63
304671	1	ADVANCED BIONICS	SpplsNonI/HlthServ/Dstrctwd	335.38
304672	1	TEACHERS DISCOVERY	InstMtls/Instrctn/LRMS	363.67
304673		VOID	VOID	0.00
304674	1	PRO-ED	SpplsNonI/HlthServ/Dstrctwd	623.59
304675	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/RH Dana	228.66
304676	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/LRMS	262.07
304677	1	LAKESHORE LEARNING MATERIALS	SpplsNonI/SupvAdmn/Dstrctwd	87.91
304678	12	LAKESHORE LEARNING MATERIALS	SpplsNonI/Sch Adm /Bathgate	1,040.24
304679		VOID	VOID	0.00
304680	1	RAYMOND GEDDES & COMPANY	InstMtls/Instrctn/RH Dana	37.58
304681	1	TEACHER DIRECT	InstMtls/Instrctn/RH Dana	30.84
304682	1	DICK BLICK WEST	InstMtls/Instrctn/DHHS	2,000.00
304683	1	AARDVARK CLAY	InstMtls/Instrctn/DHHS	3,200.00
304684	1	PRO-ED	SpplsNonI/Spch Aud/Dstrctwd	317.01
304685		VOID	VOID	0.00
304686		VOID	VOID	0.00
304687	1	SAX ARTS & CRAFTS	InstMtls/Instrctn/DHHS	1,040.00
304688	1	RENAISSANCE LEARNING INC	InstMtls/Instrctn/RH Dana	2,252.03
304689	1	GOPHER ATHLETIC	InstMtls/Instrctn/Benedict	543.35
304690	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/CVHS	218.91
304691	1	NASCO WEST	InstMtls/Instrctn/Kinoshta	67.14
304692	1	GOPHER ATHLETIC	InstMtls/Instrctn/Chaparal	281.14
304693	1	BADEN SPORTS INC	InstMtls/Instrctn/Chaparal	116.80
304694	1	VORT CORPORATION	SpplsNonI/PsychSer/Dstrctwd	97.72
304695	1	COTA, SILVIA	Residtl /NPS /Dstrctwd	2,100.00
304696		VOID	VOID	0.00
304697	1	RENAISSANCE LEARNING	InstMtls/SE0thIns/Dstrctwd	194.99
304698	1	RENAISSANCE LEARNING	InstMtls/SE0thIns/Dstrctwd	346.15
304699	1	THE CHILDRENS PROJECT	SpplsNonI/PrntPart/Kinoshta	268.82
304700	1	MARDAN CENTER OF ED	NPS /NPS /Dstrctwd	13,588.00
304701	11	BUDGETEXT	InstMtls/Instrctn/Dstrctwd	514.66
304702		VOID	VOID	0.00
304703		VOID	VOID	0.00
304704	1	THERAPRO	SpplsNonI/HlthServ/Dstrctwd	189.76
304705	1	SAY IT RIGHT.ORG	InstMtls/SE0thIns/Dstrctwd	44.54
304706		VOID	VOID	0.00
304707	1	LINGUI SYSTEMS INC	InstMtls/SE0thIns/Dstrctwd	100.97

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PO No.	Fund	Vendor	Description	Amount
304708	1	ENABLING DEVICES	InstMtls/SEOrthIns/Dstrctwd	250.32
304709		VOID	VOID	0.00
304710	1	SCHOOL SPACE SOLUTIONS	NonCapEq/GuidCnsl/SJHHS	1,370.25
304711	1	COLLINS BUSINESS EQUIPMENT	Rnt&Repr/SEOrthIns/Dstrctwd	500.00
304712	1	QUINTESSENTIAL SCHOOL SYSTEMS	Serv&Op /TIS /Dstrctwd	56,444.00
304713		VOID	VOID	0.00
304714	1	SHAMROCK SUPPLY CO INC	InstMtls/Instrctn/Tesoro	20.36
304715	1	PACIFIC PLUMBING COMPANY OF	Rntl:Oth/RR:Bldgs/Dstrctwd	15,000.00
304716	14	PRIME PAINTING CONTRACTORS INC	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
304717	14	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	14,000.00
304718	14	ERC ROOFING AND SOLAR	Rntl:Oth/RR:Bldgs/Dstrctwd	10,200.00
304719	1	ASSOC BUSINESS PRODUCTS	Rntl:Oth/RR:Bldgs/Dstrctwd	3,000.00
304720	1	COMMUNICATIONS USA	SplsNonI/Sch Adm /Wood Cyn	706.88
304721	1	BEARCOM	InstMtls/Instrctn/Benedict	768.32
304722	1	DICK BLICK WEST	NonCapEq/Instrctn/Tesoro	138.12
304723	1	QUINN RENTAL SERVICES	Rnt&Repr/Instrctn/SCHS	594.59
304724		VOID	VOID	0.00
304725	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/Tijeras	1,076.63
304726	1	LINGUI SYSTEMS INC	InstMtls/SEOrthIns/Dstrctwd	47.80
304727	1	SUPER DUPER INC.	InstMtls/SEOrthIns/Dstrctwd	114.12
304728	1	SUPER DUPER INC.	InstMtls/SEOrthIns/Dstrctwd	158.45
304729	1	PACWEST AIR FILTER	SplsNonI/RR:Bldgs/Dstrctwd	25,000.00
304730	1	V PATRICIA BEYER	CnsltNon/Sch Adm /RH Dana	380.00
304731	1	CABE	Conf:Ins/Instrctn/Las Palm	450.00
			CnfrNonI/Sch Adm /Las Palm	150.00
304732	1	FOLLETT LIBRARY RESOURCES	InstMtls/Enterprs/Dstrctwd	850.34
304733	1	ORIENTAL TRADING CO	InstMtls/Instrctn/LRMS	323.30
304734	1	SANTILLANA PUBL CO	InstMtls/Instrctn/Bathgate	3,400.00
304735	1	GILBERT & STEARNS INC	Serv&Op /Dist Veh/Dstrctwd	3,005.66
304736	1	GALE/CENGAGE	InstMtls/Enterprs/Tesoro	103.26
304737	13	PACKAGING MACHINERY & PARTS	SmlEquip/FoodServ/Dstrctwd	1,000.00
304738	1	EVERYTHING MEDICAL	St Rcpts/Undesig /Dstrctwd	289.84
304739	14	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Chaparal	5,053.94
304740	14	BENS ASPHALT	Rntl:Oth/RR:Bldgs/LRMS	5,369.76
304741	14	BENS ASPHALT	Rntl:Oth/RR:Bldgs/OsoGrand	6,440.82
304742	14	BENS ASPHALT	Rntl:Oth/RR:Bldgs/LadraElm	4,741.91
304743	1	COMMERCIAL FENCE & IRON WORKS	Rntl:Oth/RR:Bldgs/SCHS	1,746.00
304744	1	NEW HARBINGER PUBL INC	InstMtls/SEOrthIns/Dstrctwd	354.16
304745	1	AUDITORY INSTRUMENTS	NonCapEq/Instrctn/CVHS	2,082.19
304746	1	FOLLETT SOFTWARE CO	Serv&Op /Sch Adm /Tijeras	517.54
304747	1	DEMCO INC	SplsNonI/Libr&Med/Dstrctwd	126.40
304748	1	BRODART CO	SplsNonI/Libr&Med/Dstrctwd	342.13
304749	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/CVHS	352.57
304750	14	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/Benedict	3,269.68
304751	1	GLS SPORTS	InstMtls/Instrctn/Chaparal	567.08
304752	1	SEHI COMPUTER	SplsNonI/TIS /Dstrctwd	1,500.00
304753	1	SATCO SUPPLY	InstMtls/Instrctn/FNMS	125.25
304754	1	LAMA	InstMtls/Instrctn/FNMS	940.00
304755	1	CUE CONFERENCE	Conf:Ins/Instrctn/Kinoshta	650.00
304756	1	JOSTENS	InstMtls/Instrctn/ANHS	1,327.03

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304757	1	HAL BOWMAN INC	Conf:Ins/Instrctn/AVMS	169.00
304758	1	LINGUI SYSTEMS INC	InstMtls/SEOthIns/Dstrctwd	193.30
304759	1	PETERSON, SYLVIA	Serv&Op /Instrctn/Mission	708.00
304760	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/Barcelon	25,600.00
304761	1	BOWIE ARNESON WILES &	Legal /FacPlann/Dstrctwd	25,000.00
304762	1	PEARSON CLINICAL ASSESSMENT	SpplsNonI/Spch Aud/Dstrctwd	1,208.26
304763	1	RENAISSANCE LEARNING	InstMtls/SEOthIns/Dstrctwd	194.99
304764	1	THERAPY SHOPPE	SpplsNonI/HlthServ/Dstrctwd	48.93
304765	1	GREAT IDEAS FOR TEACHING	InstMtls/SEOthIns/Dstrctwd	80.45
304766	1	PEARSON	InstMtls/Instrctn/CVHS	68.00
304767	1	KIDS' EXPRESS TRAIN LLC	InstMtls/SEOthIns/Dstrctwd	41.11

463 Purchase Orders \$2,144,128.31

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
160162	ARAMARK	PO-300961	766.71
160163	CAPO-LAGUNA BEACH ROP	PV-013246	30,494.16
160164	DISCOUNT OFFICE SERVICES	PO-301609	136.85
		PO-301662	75.47
		PO-304000	163.07
160165	FUSIONSTORM	PV-013252	12,963.47
160166	GEARY PACIFIC CORP	PO-303429	13,937.59
160167	IPC USA	PO-301228	23,583.67
160168	LAWNMOWERS ETC	PO-303925	4,136.23
160169	LINGUI SYSTEMS INC	PO-303870	79.90
160170	LOCAL JANITORIAL & VACUUM	PO-300403	245.64
160171	PAC TYPEWRITER & COMM	PO-300500	2,580.00
160172	PACIFIC MOBILE HOME CONS	PO-303192	13,185.90
160173	PACIFIC PLUMBING COMPANY OF	CL-001375	2,555.76
		CL-001453	6,209.00
		CL-001454	8,885.10
		CL-001455	7,866.32
		CL-001456	26,795.76
		PO-303516	9,711.75
160174	TROXELL COMM INC	PO-303393	591.12
160175	MTGL	PO-301454	2,892.50
160176	CAPISTRANO UNIFIED SCHOOL DIST	CM-010095	10.58-
		CM-010096	11.83-
		PO-300172	72,368.18
160177	METROPOLITAN EMPLOYEES	PO-300163	3,697,997.35
		PO-300171	21,774.00
160178	UNUM LIFE INSURANCE	PO-300166	9,480.24
160179	COX COMMUNICATIONS	PO-301249	14,305.03
160180	MCGRAW-HILL	PO-301076	2,667.04
		PO-301145	179.29
		PO-301146	1,726.04
		PO-303179	935.55
		PO-303180	258.55
		PO-303182	59.03
		PO-303274	279.27
		PO-303656	261.12
		PO-303665	783.36
160181	MCGRAW-HILL COMPANIES	PO-300198	1,660.75
		PO-301090	510.17
		PO-303465	223.81
160182	MNJ TECHNOLOGIES DIRECT INC	PO-302975	1,653.27
160183	OVER NIGHT NUMBERING	PO-300263	394.50
160184	POSTMASTER PERMIT #44	PO-300269	370.00
160185	RADIO SHACK	PO-300508	492.56
160186	RECORDING FOR THE BLIND	PO-301162	939.20

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Warrant Number	Name of Payee	Reference Number	Amount
160187	RINCON TRUCK PARTS	PO-301227	1,881.32
		PO-303688	5,927.78
160188	SIMPLEX GRINNELL LP	PO-303704	5,280.31
160189	SMARDAN SUPPLY COMPANY	PO-300479	289.63
		PO-304029	4,863.84
160190	SMART & FINAL	PO-300186	34.98
		PO-300694	13.14
		PO-301521	59.20
		PO-301841	65.74
		PO-301942	55.71
		PO-302304	264.65
		PO-302702	101.56
		PO-303856	95.17
160191	SMART & FINAL	PO-300788	30.54
160192	SPARKLETTS	PO-300187	34.72
		PO-300189	173.46
		PO-300989	20.47
		PO-301549	39.87
		PO-301727	43.87
160193	SPORTS FACILITIES GROUP INC	PO-300379	1,460.00
160194	STAPLES ADVANTAGE	PO-300619	85.65
		PO-300621	387.03
		PO-300720	357.82
		PO-301371	70.20
		PO-301557	102.70
		PO-301558	123.47
		PO-303910	33.93
		PO-304056	85.62
160195	STAPLES BUSINESS ADVANTAGE	PO-304002	83.73
		PO-304100	75.03
160196	ULINE	PO-300251	199.28
160197	WON-DOOR CORPORATION	PO-300474	838.10
160198	MARTIN YALE INDUSTRIES	PO-302930	11.06
160199	SPARKLETTS	-	
		PO-300190	106.87
		PO-301543	10.02
		PO-301544	18.42
		PO-301545	22.75
		PO-301546	97.21
		PO-301547	57.98
160200	SPARKLETTS	PO-301548	54.15
160201	STAPLES ADVANTAGE	PO-300047	204.52
160202	STAPLES ADVANTAGE	PO-301187	185.19
160203	STAPLES ADVANTAGE	PO-301186	59.80
160204	CITY OF SAN CLEMENTE	PO-300466	5,799.45

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Warrant Number	Name of Payee	Reference Number	Amount
160205	CITY OF SAN JUAN CAPISTRANO	PO-303026	6,834.89
160206	CITY OF SAN JUAN CAPISTRANO	PO-304225	28,832.72
160207	MOULTON NIGUEL WATER	PO-300465	2,102.54
160208	SAN DIEGO GAS & ELECTRIC	PO-300464	88,491.41
160209	SANTA MARGARITA WATER	PO-300463	2,055.79
160210	SO CAL GAS CO	PO-300274	8,695.91
160211	SOUTHERN CALIFORNIA EDISON	PO-301282	17,540.43
160212	ALPHA VISTA SERVICES INC	PO-301925	11,680.00
160213	ALPINE ACADEMY	PO-301355	2,880.00
		PO-301356	3,040.00
		PO-303950	273.40
160214	BLIND CHILDRENS LRNG CTR	PO-301514	1,687.50
		PO-301629	3,455.00
		PO-303245	270.00
160215	CHILEDIA	PO-301128	2,779.56
160216	CINNAMON HILLS SCHOOL	PO-300413	2,700.00
		PO-300414	2,700.00
		PO-300417	2,700.00
160217	CROMWELL, PATRICIA	PO-301501	390.00
160218	CSBA'S PRACTI-CAL	PO-302279	120.00
160219	DEVEREUX ARIZONA	PO-301362	2,391.34
160220	EDUCATIONAL BASED SERVICES	PO-301944	5,600.00
160221	FAMILY LIFE CENTER BODEGA	PO-302436	3,539.00
		PO-303553	3,539.00
160222	FARRELL, MIN KIM AND DONALD	PO-302438	3,470.00
160223	HEAR NOW ABRAMSON AUDIOLOGY	PO-301926	4,717.50
160224	HEAR NOW dba	PO-301472	170.00
160225	LEISURE CARE NURSES REGISTRY	PO-303829	5,424.50
160226	LEVIN, DR EUGENE	PO-301496	42.50
160227	MURPHY, CASEY AND/OR JILL	PO-301363	163.70
160228	NEWPORT LAN/SPEECH/AUDIO	PO-302904	4,032.00
		PO-303594	4,428.00
160229	ORANGE COUNTY THERAPY SERVICE	PO-301887	12,560.00
160230	ORANGE CTY DEPT EDUC	PO-301638	324,360.24
		PO-302417	191,360.10
160231	ORANGE CTY TESTING SERV	PO-300889	97.00
160232	PATTERSON, PAMELA	PO-301634	2,491.86
160233	PAUL ALAN DORES	PO-301499	4,400.00
160234	PYRAMID AUTISM CENTER	PO-300827	4,500.00
160235	THERAPEUTIC EDUCATION CENTER	PO-301630	6,270.00
		PO-301631	3,375.00
160236	WEST SHIELD ADOLESCENT	PO-301933	2,568.84
160237	WINGARD, CHARLES AND LORENA	PO-303301	1,385.00
160238	YELLOWSTONE BOYS & GIRLS RANCH	PO-302986	2,089.50
160239	BEYOND PLAY	PO-303722	369.15

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Warrant Number	Name of Payee	Reference Number	Amount
160240	BIOMETRICS4ALL INC	PO-304162	33.75
160241	BLAIRS TOWING	PO-302104	680.00
160242	BOOKHANDLER, THE	PO-303719	540.97
160243	CALIFORNIA WESTERN VISUALS	PO-303693	4,616.44
		PO-303739	25,852.05
160244	CAMBUIM LEARNING GROUP	PO-303867	2,511.13
160245	CHEFS TOYS	PO-302753	760.62
160246	CONSOLIDATED ELECT DISTR	PO-303352	3,684.16
160247	DEMCO	PO-303246	56.45
160248	FLINN SCIENTIFIC INC	PO-303847	54.71
160249	GOLDEN RULE BINDERY	PO-302884	556.83
160250	HITT MARKING DEVICE	PO-303270	26.69
		PO-303485	16.27
		PO-304057	35.50
160251	HYDRO-SCAPE PRODUCTS INC	PO-300448	50.61
160252	JOHNSTONE SUPPLY	PO-303523	8,401.95
160253	SADDLEBACK COMMUNITY CHURCH	PO-303020	3,115.00
160254	TRANSPORTATION CHARTER SERVICE	PV-013248	850.00
160255	ZOOMARS	PO-304185	184.00
160256	OPPORTUNITY FOR LEARNING	PV-013250	25.75
160257	A Z BUS SALES INC	PO-300963	1,908.99
160258	ACCURATE AIR ENGINEERING INC	PO-300700	421.51
160259	ADVANTAGE RADIATOR	PO-300713	1,794.82
160260	APPLE COMPUTER INC	PO-303897	4,129.62
		PO-303899	2,753.08
160261	APPLIED HUMAN FACTORS INC	PO-303932	341.50
160262	ARTESIA SAWDUST	PO-300427	3,409.31
160263	BAVCO	PO-303514	1,016.13
160264	BENS ASPHALT	PO-303177	4,627.50
160265	BETTER BUSINESS RECORDS	PO-300337	242.17
		PO-300683	7.56
160266	DELL MARKETING L P	PO-300755	66.78
		PO-302518	179.57
		PO-302597	165.12
		PO-303575	133.10
		PO-303892	555.11
		PO-303931	147.89
160267	CA DEPT OF EDUCATION	PO-304126	1,340.00
160268	EDUCATIONAL TESTING SERVICE	PO-304119	2,357.00
		PO-304120	2,054.00
160269	BREAKTHROUGH COACH	PO-303787	525.00
160270	CAG	PO-303470	3,005.00
160271	MEET THE MASTERS	PO-300697	1,928.00
		PO-300757	3,014.62
160272	ORANGE COUNTY DEPT OF ED	PO-304183	130.00

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Warrant Number	Name of Payee	Reference Number	Amount
160273	ORANGE COUNTY DEPT OF EDUCATIO	PO-304049	2,000.00
160274	PACIFIC AUDIOLOGICS	PO-300514	23,840.00
160275	ANTONIUS, LYNDA	PV-013256	30.33
160276	BODO, JOHN & TERA	PV-013265	516.52
160277	CUE CONFERENCE	PV-013261	1,470.00
160278	FAZELI, FARIBORZ & SURUR	PV-013264	365.18
160279	FLUENT, TERRY	PV-013254	87.15
160280	HATTON, LYNN	PV-013260	191.40
160281	PRITCHARD, GARY	PV-013259	8.67
160282	STRICKLAND, GERRY	PV-013255	58.59
160283	SMART FOUNDATION, THE	PV-013262	3,560.16
160284	TRUBODY HEALTH	PV-013263	176.40
160285	EDUCATIONAL & COMMUNITY	PO-304118	50.00
160286	MUNICIPAL UNDERGROUND SERVICES	PO-300388	1,572.50
160287	OFFICE DEPOT	PO-300717	3,149.29
		PO-301529	131.81
		PO-301689	95.42
		PO-302021	81.02
		PO-302252	160.65
		PO-303745	2,829.89
		PO-304066	682.21
160288	PACTRONICS	PO-303067	211.96
160289	PERMA-BOUND	PO-302567	540.34
		PO-302796	2,256.72
160290	PRO PHOTO CONNECTION INC	PO-302226	78.67
160291	RINCON TRUCK PARTS	PO-304300	8,546.71
160292	SADDLEBACK EDUCATIONAL PUBLISH	PO-302322	151.24
160293	SAX ARTS & CRAFTS	PO-302274	624.80
160294	SCHOOL SPECIALTY	PO-302531	169.32
160295	SCHOOL SPECIALTY	PO-302713	229.04
160296	SCHOOL SPECIALTY	PO-302073	430.67
		PO-302259	125.39
		PO-302415	76.54
		PO-302480	232.55
		PO-302495	67.43
		PO-302658	1,687.18
		PO-303016	348.77
		PO-303668	98.65
160297	SCHOOL SPECIALTY INC	PO-301868	78.42
		PO-302684	141.35
		PO-303608	43.34
160298	SEHI COMPUTER	PO-300752	608.00
		PO-300800	1,023.80
		PO-301253	196.65
160299	SMART & FINAL	PO-300186	68.89

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Warrant Number	Name of Payee	Reference Number	Amount
160300	SOUTHWEST SCHOOL SUPPLY	-	
		CM-010098	36.11-
		PO-300054	149.68
		PO-300059	15.03
		PO-300103	277.18
		PO-300104	168.03
		PO-300130	17.58
		PO-300162	32.60
		PO-300164	154.88
		PO-300207	372.79
		PO-300208	123.57
		PO-300553	15.75
		PO-300620	471.84
		PO-300664	21.25
		PO-300665	825.95
		PO-300747	200.86
		PO-300748	38.06
		PO-300782	11.95
		PO-300798	158.50
		PO-300807	750.35
		PO-300809	79.81
		PO-300822	385.34
		PO-301005	11.79
		PO-301014	166.35
160301	SOUTHWEST SCHOOL SUPPLY	PO-301135	190.52
		PO-301238	48.23
		PO-301622	72.65
		PO-301656	27.35
		PO-301657	116.88
		PO-301688	62.77
		PO-301734	58.20
		PO-301738	525.20
		PO-301762	239.73
		PO-301804	286.45
		PO-301852	90.52
		PO-302618	5.43
		PO-303094	88.24
		PO-303389	557.71
		PO-303452	37.01
		PO-303653	207.44
		PO-304058	69.80
		PO-304111	34.79
		PO-304112	34.88

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Warrant Number	Name of Payee	Reference Number	Amount
160302	STAPLES ADVANTAGE	PO-300158	69.76
		PO-300557	455.74
		PO-300562	73.82
		PO-300621	79.30
		PO-300663	86.92
		PO-300720	673.02
		PO-300735	535.97
		PO-300793	52.23
		PO-301184	138.85
		PO-301557	260.44
		PO-301558	56.41
		PO-303474	170.97
		PO-303652	231.95
		PO-303734	60.13
		PO-303860	157.07
		PO-303907	89.04
		PO-303910	24.63
160303	SUPER DUPER INC.	PO-302523	165.69
		PO-303022	29.45
		PO-303206	168.70
		PO-303231	508.00
		PO-303233	89.90
		PO-303463	295.90
		PO-303540	270.30
		PO-303541	237.85
		PO-303600	174.83
		PO-303601	190.29
		PO-303603	425.00
		PO-303666	341.30
160304	TUTTLE-CLICK FORD	PO-301224	727.55
160305	WATERLINES TECHNOLOGIES INC	PO-303027	1,035.91
160306	OFFICE DEPOT	PO-300058	1,518.62
160308	STAPLES ADVANTAGE	PO-301187	609.90
160309	CITY OF SAN JUAN CAPISTRANO	PO-303026	3,819.98
160310	DAVID TAUSSIG ASSOC INC	PO-302719	1,178.81
		PO-302724	1,825.00
160311	MOULTON NIGUEL WATER	PO-300465	3,870.79
160312	SAN DIEGO GAS & ELECTRIC	PO-300464	72,546.60
160313	SANTA MARGARITA WATER	PO-300463	6,421.17
160314	SO CAL GAS CO	PO-300274	17,731.54
160315	SO COAST WATER DIST	PO-300462	649.73
160316	W W GRAINGER INC	-	
		PO-300498	72.03
		PO-300600	27,884.68
160317	W W GRAINGER INC	PO-300600	14,076.41

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Warrant Number	Name of Payee	Reference Number	Amount
160318	DOWNEY PRIDE VILLAS LLC	PV-013322	402.28
160319	CASBO/CENTINELA SOUTH BAY C/O	PO-303780	30.00
160320	DELL MARKETING L P	PO-303901	857.94
		PV-013423	669.37
160321	JACKSON, JENNIFER	PV-013424	257.46
160322	SAN DIEGO COUNTY SUPT OF SCH	PO-303880	125.00
160323	SCHOOL SERVICES OF CALIF	PO-300092	200.00
160324	SELPA ADMINISTRATOR'S ASSOC	PO-302838	600.00
160325	W W GRAINGER INC	-	
		PO-300498	969.54
		PO-300600	19,171.57
160326	W W GRAINGER INC	PO-300600	109.70
160327	ALISO NIGUEL AUTO CARE	PO-304237	3,740.69
160328	ARAMARK	PO-300961	1,643.99
160329	ASSOCIATION OF CALIFORNIA	PO-302768	520.00
160330	B & H PHOTOGRAPHY	PO-303619	134.55
160331	BADEN SPORTS INC	PO-303937	244.04
160332	BADGE A MINIT	PO-304050	177.95
160333	BARRETT-ROBINSON INC	PO-300375	1,612.00
		PO-303671	1,125.00
		PO-303865	685.02
160334	BEARCOM	PO-303888	1,691.32
160335	BRINKS INC.	PO-302632	139.06
160336	CABRAL ROOFING & WATERPROOFING	PO-302546	245.00
160337	CAMCOR INC	PO-303921	134.85
160338	CAPISTRANO GOLF CARS	PO-303946	537.63
160339	CDWG Inc	PO-300566	109.25
160340	CHEVROLET OF IRVINE	PO-301231	1,159.52
160341	CINTAS	PO-300681	197.00
160342	CINTAS CORP	PO-300320	2,033.00
		PO-301205	203.22
160343	CINTAS FIRST AID & SAFETY	PO-300321	736.26
160344	CULVER-NEWLIN INC	PO-303528	5,089.50
		PO-303749	594.30
160345	FLINN SCIENTIFIC INC	PO-303171	532.62
160346	INSIGHT SYSTEMS EXCHANGE	PO-303818	16,796.47
160347	JFK TRANSPORTATION CO INC	PV-013374	1,127.50
160348	LOS ANGELES FREIGHTLINER	PO-301057	287.59
160349	OCEAN INSTITUTE	PO-301782	3,850.00
		PO-301783	3,850.00
160350	W W GRAINGER INC	-	
		PO-300600	10,171.00
		PO-303520	6,523.55
160351	W W GRAINGER INC	PO-303520	2,240.48
160352	AMERICAN COUNCIL ON EDUCATION	PO-303836	670.00

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Warrant Number	Name of Payee	Reference Number	Amount
160353	IRON MOUNTAIN	PO-300161	174.86
160354	ACOSTA, BRENDA	PV-013271	481.44
160355	AZZAZY, AMPARO	PV-013272	15.30
160356	BARRETT, JANET S	PV-013273	187.17
160357	BEAUCHAINE, KIMBERLY	PV-013274	298.16
160358	BOLLA, BRENDA	PV-013275	89.76
160359	BROWN, SUSIE	PV-013276	27.54
160360	BRUNSON JR., LARRY W.	PV-013277	176.46
160361	BUCKMAN, JENNIFER	PV-013278	93.84
160362	CARSON, MEGAN	PV-013279	14.28
160363	CHAVEZ-ROCK, BARBARA	PV-013280	9.00
160364	COX, LINDA	PV-013282	85.17
160365	DARAKJIAN, CAROLE	PV-013283	80.58
160366	DARLING, MARTY	PV-013284	202.98
160367	DEVINCENZI, MARK	PV-013285	67.32
160368	ELKINS, KAREN	PV-013286	179.52
160369	ESTRADA, AXEL	PV-013287	42.84
160370	FERGUSON, ERIN	PV-013289	122.40
160371	GARRISON, SANDRA L.	PV-013290	16.83
160372	GAST, LUCIBEL	PV-013291	34.17
160373	GLASSEN, NINA	PV-013293	55.78
160374	HARMAN, NANCY	PV-013294	166.26
160375	HARRIS, REBECCA	PV-013296	4.59
160376	KELLMAN, KATHLEEN	PV-013297	155.04
160377	MATIENZO, NINA RIE	PV-013298	117.81
160378	MEISSNER, ANDREA	PV-013302	464.50
160379	MEJIA, LETICIA	PV-013304	15.03
160380	MENDOZA, JAVIER	PV-013305	5.50
160381	METTERT, LISA M	PV-013307	109.14
160382	NEUMILLER, NORA	PV-013308	17.85
160383	NORRIS, MAUREEN	PV-013309	205.00
160384	RAFF, DEIDRE	PV-013310	186.66
160385	ROCHE, ANN	PV-013312	231.03
160386	TABARI, LISA SEYEDI	PV-013313	155.55
160387	VALENCIA, DANIELLE	PV-013314	24.48
160388	COPE, MARY	PV-013281	118.26
160389	MCMURRAY, JOYCE	PV-013300	138.70
160390	LAKESHORE LEARNING MATLS	PO-303724	77.78
160391	PARIZADEH, DARI	PV-013335	451.00
160392	W W GRAINGER INC	-	
		PO-300498	2,493.06
		PO-303506	46,042.24
		PO-303520	15,166.65
160393	W W GRAINGER INC	PO-303520	6,078.48
160394	CORVEL CORPORATION	PO-300682	154,614.05

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Warrant Number	Name of Payee	Reference Number	Amount
160395	CAPISTRANO UNIFIED SCHOOL DIST	PO-300172	68,802.58
160396	GEISSINGER, JAMES	PO-304339	699.36
160397	RELIANCE STANDARD LIFE INS CO	PO-300169	13,842.38
160398	AMERICAN TECHNOLOGIES	PO-304310	16,375.77
160399	EXECUTIVE ENVIRONMENTAL SVCS	PO-303742	513.58
		PO-303743	620.85
160400	BEATTY, AMANDA	PV-013288	80.00
160401	BENDER, EMILY	PV-013292	70.00
160402	CLOTHIER, CYNTHIA	PV-013301	16.27
160403	ELMZADEH, AVA	PV-013303	70.00
160404	FEJES, KRISTEN	PV-013306	77.00
160405	GARCIA-PEREZ, CARLOS	PV-013311	5.00
160406	GIPE, TAYLOR	PV-013315	84.00
160407	GOODWIN, RYAN	PV-013316	18.00
160408	HALTERMAN, ROGER	PV-013317	39.90
160409	HOLLIDAY, SUSAN	PV-013318	18.30
160410	JANES, TYLER	PV-013319	70.00
160411	KLINK, MASON	PV-013320	10.00
160412	KUHN, AMBER	PV-013321	60.00
160413	MAIDEN, EMILY	PV-013323	17.00
160414	MOE, KENNETH L	PV-013324	34.77
160415	NELSON, CHRIS	PV-013325	58.00
160416	NIKRAVI, FAEZEH	PV-013326	50.00
160417	RAMAGE, MICHELLE	PV-013327	81.00
160418	RASOR, JOSEPH	PV-013328	7.00
160419	SCOTT, CONNIE	PV-013329	97.81
160420	STRANGE, ALEXA	PV-013330	72.00
160421	TRAVIS, MARK	PV-013331	165.00
160422	ZALLAR, SUE	PV-013336	46.86
160423	BURROWS, VIRGINIA	PV-013299	97.88
160424	VERMEULEN, DONALD	PV-013332	101.56
160425	EWALT, HEATHER	PV-013340	285.00
160426	LIN, WEN	PV-013338	285.00
160427	WILBUR, SCOTT	PV-013333	35.82
160428	YOUNG, JESSICA	PV-013334	29.42
160429	BRISTOW, JEFFREY	PV-013295	10.00
160430	ARTINGER, TRACEY	PV-013339	96.90
160431	BENE, CHERI	PV-013341	120.36
160432	BRANNON, DESIREE	PV-013342	130.05
160433	BROOKMAN, JOSEPH	PV-013343	515.10
160434	CARLISLE, TERESA	PV-013344	27.03
160435	CROSS, MINDY	PV-013345	127.50
160436	EATON, ANDREA	PV-013346	48.45
160437	EDEN, CRIS	PV-013347	17.34
160438	EFFENBERGER, PATRICIA	PV-013348	62.22

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160439	EXWORTHY, MARK	PV-013349	338.64
160440	HERTZ, JANA	PV-013351	123.42
160441	HIGHTOWER, SHERLIN	PV-013352	35.70
		PV-013353	26.52
160442	HOGBIN, RICH	PV-013354	86.19
160443	JONES, JOSEPH	PV-013355	105.06
160444	KAPLAN, PAUL M	PV-013356	28.05
160445	KLISTER, PAMELA	PV-013357	71.40
160446	KOLENIC, RITA	PV-013358	5.10
160447	LABUSHEVICZ, LOUISE	PV-013359	18.36
160448	MENDEL, LINDA	PV-013360	190.23
160449	PEREZ, VIRGINIA	PV-013361	43.86
160450	RIEGERT, KAREN	PV-013362	181.05
160451	RODRIGUEZ, MICHELLE	PV-013363	163.20
160452	SCOTT, RYAN	PV-013365	30.00
160453	SHAH, RANA	PV-013373	31.62
160454	SHAPLAND, CHERYL	PV-013366	120.36
160455	WEINELL, CAROL	PV-013367	123.42
160456	WHITING, SUSAN	PV-013368	293.36
160457	WHITMORE, VIVIENNE	PV-013369	27.54
160458	WIEDEMAN, LORI	PV-013370	34.68
160459	WILLIAMS, STEPHANIE	PV-013371	8.16
160460	WORKMAN, KEN	PV-013372	105.00
160461	GLESENER, PATRICIA	PV-013350	71.70
160462	ROSS, KIRSTEN	PV-013364	40.29
160463	ADAMS, KARA	PV-013375	325.34
160464	BANH, JULIE/NAM	PV-013376	637.30
160465	BANNERMAN, CARY & KELLY	PV-013377	430.01
160466	BARNARD, ERIC & JENNIFER	PV-013378	70.47
160467	BERTOLA, ANGELO OR SANDRA	PV-013379	159.94
160468	BIRTCH, RANDY OR LAURA	PV-013380	237.99
160469	BOGUSIEWICZ, STEVEN OR KELLY	PV-013381	201.00
160470	CLARK, BRIAN OR YOLANDA	PV-013382	412.80
160471	CROWE, ROBERT AND/OR VIRGINIA	PV-013383	504.05
160472	CUHADAROGLU, MEHMET OR BELGIN	PV-013384	984.92
160473	DICK, CRAIG OR BILLIE	PV-013385	255.00
160474	DIXON, KEN OR SHAUNA	PV-013386	167.77
160475	DUDHEKER, SANJAY OR SONALY	PV-013387	1,542.80
		PV-013388	990.64
160476	EASTMAN, STEPHEN OR TARA	PV-013389	221.55
160477	GUZMAN GARCIA, OMAR	PV-013390	228.77
160478	HADDAD, MIKE OR BECKY	PV-013391	149.94
160479	HALL, SHANELLE	PV-013392	59.12
160480	HYLTON, CHRIS OR HERMINIA	PV-013393	168.90
160481	JACKSON, JENNIFER	PV-013394	250.11

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Warrant Number	Name of Payee	Reference Number	Amount
160482	JOHANNES, JENNETTE	PV-013395	336.36
160483	KENDER, GREGORY OR TINA	PV-013396	709.77
160484	KICHLINE, KEITH & KYLA	PV-013397	441.45
160485	LAW, YUET	PV-013398	243.99
160486	LEVIN OR, PAUL	PV-013399	239.93
160487	LOUIE, DARRYL OR CATHERINE	PV-013400	290.09
160488	MACIBORSKI, MIKE OR STEPHANIE	PV-013401	133.92
160489	MARTIN, PETER/NORMA	PV-013402	28.56
160490	MC EACHRAN, KYLE OR MELISSA	PV-013403	95.17
160491	MONTANEZ, TERRI & FERNANDO	PV-013404	350.04
160492	O'CONNOR, BRENDAN & JACQUELINE	PV-013405	776.34
160493	PRABHU, WILLIAM & MYKA	PV-013406	258.54
160494	PRINGLE, DIANE	PV-013407	111.63
160495	REDING, CLARE & SHAD	PV-013408	142.31
160496	RETTBERG, HELEN	PV-013409	344.00
160497	ROLING, ROGER OR MIKAIL	PV-013410	298.90
160498	ROTH, JAY &/OR KERI	PV-013411	305.60
160499	STALEY, ANNA DAWN OR MATTHEW	PV-013412	112.73
160500	STEBENNE, STUART/LISA	PV-013414	321.14
160501	STRAND, BILL OR MICHELLE	PV-013415	606.51
160502	THRUSH, NANCY	PV-013416	266.92
160503	TRITZ, RICHARD &/OR JULIE	PV-013417	163.96
160504	UNGOS, JAY AND MARIE	PV-013418	53.25
160505	VON DWINGELO, ANTHONY/ELIZABET	PV-013419	50.38
160506	WATSON, MALISSA	PV-013420	590.83
160507	ZELAYA, ALFONSO & PAMELA	PV-013421	58.07
160508	AT&T-CALNET2	PO-300273	25,035.45
160509	LANDSCAPE DESIGNS EXOTIC &	PO-303344	7,425.00
160510	MAIER INTERNATIONAL INC	PO-304221	15,073.00
		PO-304412	123,294.00
160511	MAILFINANCE	PO-300239	2,723.19
160512	MCGRAW-HILL	PO-302077	279.27
		PO-302078	279.27
		PO-303181	59.03
		PO-303437	279.27
		PO-303970	233.83
160513	MCGRAW-HILL COMPANIES	PO-303606	3,841.95
160514	MERCURY DISPOSAL SYSTEM INC.	PO-301050	145.00
160515	MONTGOMERY HARDWARE COMPANY	PO-303136	5,574.99
160516	NASCO WEST	PO-300776	13.40
160517	OC DIESEL	PO-304242	13,987.00
160518	ORANGE COUNTY DEPT OF EDUCATIO	PO-304214	262.50
160519	ORANGE COUNTY PROBATION DEPT	PO-300450	1,550.00
160520	ORANGE COUNTY REGISTER	PO-300698	566.40
160521	ORANGE CTY PUMP CO	PO-300300	870.00

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Warrant Number	Name of Payee	Reference Number	Amount
160522	PACIFIC GO NATURAL GAS	PO-300991	859.09
160523	REFRIGERATION SUPPLIES	PO-304280	239.95
160524	RENAISSANCE LEARNING	PO-303554	195.06
		PO-303555	195.06
		PO-303855	195.06
		PO-304044	41.27
		PO-304207	246.00
160525	RENAISSANCE LEARNING INC.	PO-304165	353.72
160526	RENAISSANCE LEARNING INC	PO-303201	195.06
		PO-303208	195.06
		PO-303209	195.06
		PO-303210	195.06
		PO-303254	5,720.75
		PO-303296	353.72
		PO-303669	10,083.76
		PO-303726	6,626.48
160527	RIS	PO-303948	23,084.15
160528	SCHOOL SPECIALTY	PO-302117	51.25
		PO-302706	103.15
		PO-302773	211.46
		PO-302979	53.05
		PO-303227	74.57
		PO-303228	411.50
		PO-303457	200.95
160529	SMART & FINAL	PO-301841	43.16
		PO-302302	29.13
160530	SMART & FINAL	PO-300788	58.76

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Warrant Number	Name of Payee	Reference Number	Amount
160531	SOUTHWEST SCHOOL SUPPLY	-	
		PO-300054	160.29
		PO-300059	738.68
		PO-300103	87.67
		PO-300104	72.95
		PO-300164	39.44
		PO-300553	557.81
		PO-300620	98.97
		PO-300664	64.79
		PO-300668	99.14
		PO-300669	76.79
		PO-300740	282.68
		PO-300748	6.89
		PO-300807	51.78
		PO-300809	66.00
		PO-300811	29.57-
		PO-300812	197.08
		PO-300822	287.30
		PO-301005	46.80
		PO-301014	83.48-
160532	SOUTHWEST SCHOOL SUPPLY	-	
		PO-301135	87.22
		PO-301586	53.39
		PO-301622	736.68
		PO-301656	494.07
		PO-301688	30.10
		PO-301738	136.32
		PO-301762	170.38
		PO-301804	68.93-
		PO-301852	1,283.71
		PO-302610	31.52
		PO-302871	27.27
		PO-302874	129.17
		PO-302875	38.92
		PO-302997	173.76
		PO-303093	161.46
		PO-303094	194.45
		PO-303452	1,213.83
160533	SOUTHWEST SCHOOL SUPPLY	PO-303452	1,755.39
		PO-303906	219.24
		PO-303908	123.17
		PO-303920	54.19
		PO-304148	77.73
160534	SPICERS PAPER CO	PO-304385	2,120.63
160535	TARGET SPECIALTY PROD	PO-300456	3,672.30

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Warrant Number	Name of Payee	Reference Number	Amount
160536	TIME FOR KIDS	PO-302312	2,232.78
160537	TRAFFIC CONTROL SERVICE	PO-300489	14.79
160538	TUNED INTO LEARNING	PO-304138	307.16
160539	ULINE	PO-300251	365.40
160540	UNITED PARCEL SERV	PO-304381	8,000.00
160541	VALIANT IMC	PO-302617	236.90
		PO-303267	710.70
		PO-303611	236.90
		PO-303673	41.00
		PO-303694	473.80
		PO-303777	117.00
160542	VALIANT IMC	PO-303610	710.70
160543	SOFTERWARE INC	PO-304341	432.00
160544	SPARKLETTES	PO-301548	12.35
160545	CITY OF SAN CLEMENTE	PO-304224	20,581.68
160546	CITY OF SAN JUAN CAPISTRANO	PO-303026	2,958.30
160547	ORANGE CTY DEPT EDUC	PO-301673	3,262.32
160548	SAN DIEGO GAS & ELECTRIC	PO-300464	44,131.95
160549	SANTA MARGARITA WATER	PO-300463	3,426.94
160550	SO CAL GAS CO	PO-300274	3,171.60
160551	SOUTHERN CALIFORNIA EDISON	PO-301282	3,671.61
160552	CUSD REVOLVING CASH	CM-010101	0.53-
		PV-013457	9,251.45
		PV-013459	10.00
160553	CARES	PO-301967	951.23
160554	CATHEDRAL HOME FOR CHILDREN	PO-303346	3,040.00
160555	CENTER FOR AUTISM &	PO-301964	4,682.89
		PO-302282	443.51
160556	DEVEREUX TEXAS TREATMENT	PO-300830	2,719.20
160557	EDUCATIONAL BASED SERVICES	PO-301944	11,200.00
160558	ESCO EAR SERVICE CORP	PO-304317	119.00
160559	FAMILY LIFE CENTER BODEGA	PO-300832	3,539.00
		PO-304135	707.80
160560	GOODWILL INDUSTRIES	PO-304314	640.00
160561	HENRY, SAMANTHA	PV-013489	191.76
160562	HERBERT, DEBRA	PO-301981	600.00
		PO-301990	720.00
		PO-301991	170.00
		PO-302276	960.00
		PO-303471	480.00
		PO-303952	300.00
		PO-304251	480.00
160563	JANNEY, MICHAEL & VANESSA	PO-304158	2,310.00
160564	KENNEY, ROBERT AND MARIE	PO-301635	4,034.40
160565	KICHLINE, KEITH AND KYLA	PO-304127	2,850.00

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Warrant Number	Name of Payee	Reference Number	Amount
160566	MARDAN CENTER OF ED	PO-302730	14,448.00
160567	OCEANVIEW SCHOOL	PO-303954	4,508.00
		PO-304132	1,760.00
		PO-304134	1,392.00
160568	ORANGE CTY DEPT EDUC	PO-301638	331,048.08
160569	PROGRESSUS THERAPY INC	PO-301927	11,200.00
		PO-301928	8,190.00
		PO-301929	10,640.00
160570	RED ROCK CANYON SCHOOL	PO-300833	2,500.00
160571	ROZENBERG, ABBY	PO-301129	1,687.50
160572	SANDOR, LASZLO/COURTENAY	PO-302679	497.59
160573	SUMMIT SPEECH PATHOLOGY SV INC	PO-302545	12,480.00
160574	THERAPEUTIC EDUCATION CENTER	PO-304130	2,025.00
160575	WEST SHIELD ADOLESCENT	PO-301933	2,277.89
160576	ACHIEVEMENT PRODUCTS	PO-303598	74.98
160577	AMERICAN TECHNOLOGIES	PO-304413	114,539.25
160578	ASSOC BUSINESS PRODUCTS	PO-300374	114.03
160579	CAMCOR INC	PO-303285	3,911.99
160580	DALTON TRUCKING	PO-304279	177.52
160581	DICK'S SPORTING GOODS	PO-302640	8,112.31
		PO-302960	1,000.24
160582	DIGITAL NETWORKS GROUP	PO-303360	4,246.92
160583	ENTERPRISE FLEET SERVICES	PO-300968	1,184.66
160584	FACILITIES PROTECTION SYSTEMS	PO-301012	990.00
160585	FAMILY EDUCATION NETWORK	PO-303447	379.50
160586	FILM OUT PUT	PO-303532	280.00
160587	FOLLETT LIBRARY RESOURCES	PO-302877	370.29
160588	G & W TOWING	PO-304244	480.00
160589	HARLAND TECHNOLOGY SERVICES	PO-304151	629.00
		PO-304223	300.00
		PO-304294	593.00
160590	IMAGE 2000	PO-300813	232.68
		PO-301855	997.60
160591	IMAGINATION MACHINE, THE	PO-304379	1,335.00
160592	IRON MOUNTAIN	PO-302364	258.32
160593	IRVINE PARK RAILROAD	PO-304287	1,729.50
160594	KAYE PRODUCTS INC	PO-303721	602.79
160595	KNORR SYSTEMS INC	PO-300066	1,522.19
		PO-303513	255.56
160596	OCEAN INSTITUTE	PO-304281	9,580.00
160597	RSCCD	PO-304187	535.00
160598	Capistrano Connections Academy	PV-013461	2,549.00
160599	OPPORTUNITY FOR LEARNING	PV-013462	982.00
160600	LAKESHORE LEARNING MATLS	PO-301650	115.97
		PO-303846	248.24

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Warrant Number	Name of Payee	Reference Number	Amount
160601	ALISO VIEJO AUTO SERVICE	PO-304301	2,434.35
160602	DISCOUNT OFFICE SERVICES	PO-301096	32.59
		PO-301609	172.86
		PO-301828	177.15
		PO-302850	32.61
		PO-303773	68.21
160603	DUNN-EDWARDS CORP	PO-303063	5,224.01
160604	ECOLOGY TIRE	PO-300709	219.50
160605	FEDERAL EXPRESS CORP	PO-300243	693.58
160606	HYDRO-SCAPE PRODUCTS INC	PO-300448	336.72
160607	IMAGESTUFF	PO-304080	195.75
160608	IPC USA	PO-301228	24,555.07
160609	JAGUAR EDUCATION	PO-303835	217.84
160610	LAKESHORE LEARNING MATLS	PO-302876	259.44
		PO-303837	15.82
		PO-304210	283.32
160611	LINGUI SYSTEMS INC	PO-304177	169.85
160612	LPR PUBLICATIONS	PO-303154	55.45
160613	MCMAHAN DESK INC	PO-303890	815.28
160614	OC TREASURER	PO-304438	172,654.97
160615	PACIFIC PLUMBING COMPANY OF	PO-304405	12,102.63
160616	PRUDENTIAL OVERALL SUP	PO-300256	405.92
		PO-301004	30.75
160617	STATE BD EQUALIZATION	PV-013484	1,702.00
160618	TROXELL COMM INC	PO-303772	1,956.00
		PO-303913	591.12
		PO-303918	1,182.25
160619	CORVEL CORPORATION	PO-300174	11,409.45
160620	APPLE COMPUTER INC	PO-303205	482.64
160621	ART MASTERS INC	PO-301493	1,844.00
		PO-301494	1,559.00
		PO-302817	1,638.00
160622	ATKINSON ANDELSON LOYA	PO-301934	10,799.48
160623	BEST BEST & KRIEGER LLP	PO-301303	39.01
160624	CASTO	PO-303595	295.00
		PO-303627	295.00
160625	DANNIS WOLIVER KELLEY	PO-301302	46.80
		PO-304335	3,371.20
160626	DELL MARKETING L P	PO-303559	67.98
160627	GARCIA, IRMA	PO-301937	2,721.60
160628	HARBOTTLE LAW GROUP	PO-301305	9,648.32
160629	HOLA LANGUAGE SERVICES INC	PO-301874	350.00
160630	KRANTZ, TRICIA ELIZABETH	PO-301922	1,339.20
160631	MEET THE MASTERS	PO-301920	2,785.00
160632	PARADIGM HEALTH CARE SERVICES	PO-301312	9,273.58

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Warrant Number	Name of Payee	Reference Number	Amount
160633	STEIN, CHRISTINE E	PO-302037	312.00
160634	STUTZ ARTIANO SHINOFF & HOLTZ	PO-301913	947.00
160635	VAVRINEK TRINE DAY & CO LLP	PO-302501	18,320.75
160636	ALISO AQUATICS	PV-013491	1,920.00
160637	BRUMMETT, ELIZABETH	PV-013493	2,196.60
160638	H2O SPOT	PV-013495	2,327.50
160639	LANGO LAGUNA LLC	PV-013485	640.80
160640	MCCARTNEY, KRISTEN	PV-013486	720.00
160641	THIFFAULT, RONDA LEE	PV-013498	2,121.00
160642	VEERA, SHANE	PV-013497	194.78
160643	WALTON, MARINA	PV-013490	1,428.00
160644	GARCIA, IRMA	PO-301937	638.40
160645	KRANTZ, TRICIA ELIZABETH	PO-301922	100.80
160646	MOBILE MODULAR	PO-300278	610.00
160647	STEIN, CHRISTINE E	PO-302037	2,808.00
160648	ANTONIUS, LYNDA	PV-013464	86.84
160649	BOWDEN, JOANNA	PV-013465	43.35
160650	BUSH, VIRGINIA	PV-013466	143.82
160651	CARRILLO, JUAN	PV-013467	10.50
160652	CASTILLO, CARLOS	PV-013468	26.64
160653	CLIFT, LYNNETTE I	PV-013469	80.58
160654	CURLEY, JULIE	PV-013470	126.48
160655	FLYNN, MARGARET	PV-013472	122.40
160656	GARCIA, JOSE	PV-013471	16.50
160657	GONG, PHOEBE	PV-013473	206.55
160658	GONZALEZ, JOSE LUIS	PV-013474	7.50
160659	HATLER, JAIME	PV-013475	174.93
160660	KAROLYS, ANDREA	PV-013477	104.55
160661	KIMINAS, ANTHONY	PV-013478	57.63
160662	KIMMELL-CAMOIA, JULIE	PV-013479	243.78
160663	LEAHY, CHRISTINA	PV-013481	128.01
160664	NAPORA, NOELLE	PV-013482	40.29
160665	PANNING LA BATE	PV-013480	183.60
160666	PINKERTON, DAN	PV-013483	165.75
160667	RASHIDI, AKRAM KIM	PV-013488	155.02
160668	RODRIGUEZ VEGA, DAGOBERTO	PV-013492	16.50
160669	ROMAN-SALGADO, SERGIO	PV-013496	30.21
160670	SCHOOLER, DEBORAH	PV-013499	244.29
160671	SHEA HINNAG, REBECCA	PV-013500	31.11
160672	SMITH, ANNE	PV-013501	161.16
160673	TALILI, MAILUMAI	PV-013502	155.04
160674	VARGAS, DAVID	PV-013503	261.63
160675	VERDUGO, ANNIE	PV-013504	93.84
160676	WESTON, KELLY	PV-013505	105.06
160677	WIEDEMAN, LORI	PV-013506	66.30

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Warrant Number	Name of Payee	Reference Number	Amount
160678	WOBST, JUDY	PV-013507	10.20
160679	WOLFSON, DONNA	PV-013508	168.30
160680	Capistrano Connections Academy	PO-300738	820,143.00
160681	JOURNEY CHARTER SCHOOL	PO-300743	156,167.00
160682	OPPORTUNITY FOR LEARNING	PO-300739	67,898.00
160683	GEORGE COOPER RUDOLPH ATTORNEY	PO-303624	7,125.00
160684	MOULTON NIGUEL WATER	PO-300465	4,578.62
160685	SAN DIEGO GAS & ELECTRIC	PO-300464	13,819.74
160686	SO CAL GAS CO	PO-300274	1,541.99
160687	ACTION LEARNING SYSTEMS INC	PO-302040	6,000.00
160688	APPLE COMPUTER INC	PO-304103	8,259.23
		PO-304105	249.04
		PO-304107	756.42
		PO-304427	433.92
160689	BREAKTHROUGH COACH	PO-303169	525.00
160690	CREATIVE PATHWAYS TO	PO-302152	6,000.00
160691	DELL MARKETING L P	PO-303636	5,673.25
		PV-013523	13,257.06
160692	HAZARD YOUNG ATTEA & ASSOC	PO-304452	376.40
160693	MCCORMACK, MARC AND/OR KRISTA	PO-301485	785.40
160694	PAPA	PO-304451	80.00
160695	T DAVIS & ASSOCIATES INC	PO-300095	2,916.66
160696	DELL MARKETING L P	PO-304326	64.59
160697	HERFF JONES INC	PO-303372	4,214.44
160698	JOHN V. SPEAK	PO-302256	100.25
		PO-304448	296.57
160699	MAGNETIC ATTRACTIONS	PO-300994	300.29
160700	MARBLESOFT SIMTECH	PO-303934	127.00
160701	MARKERBOARD PEOPLE	PO-303011	64.95
160702	MERCURY DISPOSAL SYSTEM INC.	PO-301050	495.61
160703	MERIDIAN EDUCATION CORP	PO-302672	108.70
160704	MISSION VIEJO GLASS	PO-300290	1,456.00
160705	MNJ TECHNOLOGIES DIRECT INC	PO-304084	4,435.78
160706	MOORES MUFFLER SER, DOUG	PO-304302	180.00
160707	NASCO WEST	PO-302765	101.53
		PO-303304	24.39
		PO-303422	746.50
		PO-303731	358.97
		PO-304005	314.68
		PO-304072	225.91
160708	NEFF COMPANY	PO-304195	7,334.74
160709	ONE STOP BINDERY	PO-300248	547.25
160710	ORANGE COUNTY REGISTER	PO-300698	382.32
160711	PRECISION AIR COND & MECH INC	PO-300503	560.00
160712	PREMIERE WATER SERVICES	PO-300381	1,025.00

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160713	PRIORITY MAILING SYSTEMS	PO-300260	532.88
160714	SAF-COM SUPPLY	PO-300283	696.45
160715	SAN CLEMENTE ART SUPPLY	PO-303848	601.43
160716	SHAW SPORTEXE/SPECTRA CONTRACT	PO-303500	15,500.00
		PO-303869	1,150.00
160717	SMOG EXPRESS	PO-301102	112.65
160718	SPARKLETTES	PO-300987	175.08
160719	SPICERS PAPER CO	PO-304385	7,612.88
160720	SPORT CHALET	PO-303293	1,306.83
160721	SPORTS FACILITIES GROUP INC	PO-304384	1,850.00
160722	SPORTS USA ELITE TRAINING INC	PO-304388	814.81
160723	TOOL STOP & MACHINERY	PO-301106	1,071.16
160724	VERIZON WIRELESS	PO-300960	259.25
160725	VISTA PAINT CORP	PO-300497	129.39
160726	WAL MART COMMUNITY	PO-302409	104.62
		PO-302410	385.90
		PO-302535	88.52
		PO-302895	248.48
160727	WAL MART COMMUNITY	PO-301189	383.49
		PO-302245	44.53
		PO-302613	47.28
		PO-303677	178.94
160728	WATERLINES TECHNOLOGIES INC	PO-303027	4,162.43
160729	WHITE CAP INDUSTRIES INC	PO-300461	97.84
160730	WAL MART COMMUNITY	PO-300188	65.15
		PO-301523	225.24
		PO-301525	320.04
		PO-301526	274.70
		PO-301527	62.85
		PO-301528	245.32
160731	WAL MART COMMUNITY	PO-301524	153.97
		PO-301722	113.36
160732	ACADEMIC THERAPY PUBL	PO-304142	143.55
160733	ADVANCED KEYBOARD TECH INC.	PO-303583	414.20
160734	AIR CONDITIONING CONTROL SYS	PO-300090	433.33
160735	ALLIED STORAGE CONTAINERS	PO-304443	403.31
160736	BATTERIES PLUS	PO-300332	202.24
160737	CLARK SECURITY PRODUCTS	PO-300322	1,740.00
		PO-303526	8,589.52
160738	DANBRU WIRE & CABLE INC	PO-300327	907.27
160739	DICK BLICK WEST	PO-303834	328.34
160740	FACEFIRST INC	PO-304399	1,277.18
160741	FRESHINK	PO-304402	315.00
160742	GAIL MATERIALS	PO-304387	1,031.44
160743	HOUGHTON MIFFLIN HARCOURT PUB	PO-303851	120.82

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160744	JOSTENS	CL-001451	20.80
		PO-302009	38.57
		PO-302243	2,408.24
		PO-303144	2,645.22
		PO-303311	1,098.74
		PO-304400	209.42
160745	JOSTENS	PO-301763	908.94
160746	LAKESHORE	PO-302067	100.01
160747	PITNEY BOWES	PO-300254	508.00
160748	THYSSENKRUPP ELEVATOR CORP	PO-300378	5,151.00
160749	AMERICAN LOGISTICS COMPANY LLC	PO-301372	8,077.50
160750	COUNTY OF ORANGE	PO-304289	290.00
160751	JFK TRANSPORTATION CO INC	PV-013515	495.00
160752	ROADWAYS INTERNATIONAL INC	PV-013511	1,697.50
160753	ADAMSON, CORAL	PV-013510	149.94
160754	BIRKINSHAW, SANDY	PV-013513	86.19
160755	BRADY-NELSON, KAREN	PV-013512	139.23
160756	CARDIN, PATTI	PV-013514	97.41
160757	CAUDILL, AMANDA	PV-013516	373.83
160758	COLLINGS, JANICE	PV-013517	82.11
160759	COPPOLA, LUCI	PV-013518	228.39
160760	DAGLEY, JEANA	PV-013519	169.32
160761	DIXON, AURORA	PV-013520	96.90
160762	DOUGLAS, TERRI A.	PV-013521	137.70
160763	ENRIQUEZ, MICHELLE L	PV-013522	173.91
160764	FREDRIKSZ, LAURA	PV-013524	58.14
160765	FRIEDLANDER, DOROTHY	PV-013525	341.19
160766	GILL, ARVINDER	PV-013526	113.22
160767	HADDY, KATHY	PV-013527	13.77
160768	HAUN, BARBARA	PV-013528	222.87
160769	HEUSER, RACHEL	PV-013529	406.98
160770	HURTADO, JOSE	PV-013536	24.70
160771	JIMENEZ, DENISE	PV-013531	202.47
160772	LAIDLEY, JOANIE	PV-013532	189.72
160773	MAGWOOD, DONNA KATHERINE	PV-013533	35.70
160774	MANDERBACH, KAREN	PV-013534	96.39
160775	MANNAERT, BREE	PV-013535	159.63
160776	MCKEE, DANISE	PV-013537	233.07
160777	MORAND, CARA	PV-013538	134.13
160778	SAUER, ASHLEIGH	PV-013539	165.75
160779	SOLTIS, PAMELA	PV-013540	110.67
160780	SUNICO, MA REGINA	PV-013541	88.23
160781	TERHUNE, CYNTHIA	PV-013543	146.88
160782	TUNULI, JESSICA	PV-013542	194.82
160783	WHALEN, ANDREA	PV-013544	145.86

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160784	DELL MARKETING L P	PO-302516	103.59
		PO-303110	165.12
		PO-303202	6,801.76
		PO-303234	540.27
		PO-303929	857.95
		PO-303930	1,139.06
		PO-304085	2,279.70
		PO-304086	1,180.64
		PO-304087	1,330.99
		PO-304088	857.94
		PO-304091	1,260.32
		PO-304092	1,139.06
		PO-304094	5,495.35
		PO-304114	292.47
		PO-304115	885.79
		PO-304163	292.47
		PO-304188	15,347.06
		PO-304318	838.93
		PO-304319	633.66
		PO-304327	147.89
160785	DELL MARKETING L P	PO-304090	212.21
160786	BENE, CHERI	PV-013546	21.00
160787	BRYANT, AMY	PV-013548	114.15
160788	COLLINGS, JANICE	PV-013547	255.00
160789	FLUENT, TERRY	PV-013549	30.60
160790	GRISHAM, JEFFREY & MELINDA	PV-013554	313.92
160791	HEUSER, RACHEL	PV-013550	55.00
160792	SANCHEZ, KAREN	PV-013552	539.88
160793	SHAHBAZI, SHEILA	PV-013556	356.04
160794	STRICKLAND, GERRY	PV-013551	69.39
160795	TALILI, MAILUMAI	PV-013553	89.86
160796	H2O SPOT	PV-013545	924.00
160797	MILES, JOHN AND MARIA	CL-000311	844.00
160798	SCHWING, STEVE & KIM	PO-303713	1,709.25
160799	MOULTON NIGUEL WATER	PO-300465	1,591.48
160800	SAMLARC	PO-304477	13,900.00
160801	SAN DIEGO GAS & ELECTRIC	PO-300464	92,692.29
160802	SANTA MARGARITA WATER	PO-300463	646.40
160803	SO CAL GAS CO	PO-300274	21,835.76
160804	SOUTHERN CALIFORNIA EDISON	PO-301282	33,614.75

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Warrant Number	Name of Payee	Reference Number	Amount
160805	US BANK CORP PAYMENT SYSTEM	-	
		PV-013557	493.99
		PV-013558	409.85
		PV-013559	593.30
		PV-013560	2,704.83
		PV-013565	9,699.35
160806	US BANK CORP PAYMENT SYSTEM	PV-013565	54.63
160807	US BANK CORP PAYMENT SYSTEM	PV-013558	617.79
		PV-013560	1,188.94
		PV-013565	1,499.70
160808	US BANK CORP PAYMENT SYSTEM	PV-013557	189.80
160809	APPLE COMPUTER INC	PO-304104	126.15
160810	DELL MARKETING L P	PO-302595	170.69
		PO-302596	54.35
		PO-302606	41.28
		PO-303272	5,211.30
		PO-303445	44.89
		PO-303446	134.68
		PO-303632	1,851.87
160811	JOHNSTONE SUPPLY	PO-303523	1,001.27
		PO-304035	13,586.84
160812	LIFETIME MEMORY PRODUCTS INC	PO-304108	78.30
		PV-013586	5.75
160813	LINGUI SYSTEMS INC	PO-304176	121.85
		PO-304198	209.75
160814	ACES	PO-301965	2,485.00
160815	AUTISM BEHAVIOR CONSULTANTS	PO-301966	6,523.50
160816	AUTISM SPECTRUM THERAPIES	PO-301968	1,500.00
160817	CROMWELL, PATRICIA	PO-301501	615.00
160818	FAMILY LIFE CENTER BODEGA	PO-300832	5,662.40
		PO-302436	5,662.40
		PO-303553	707.80
160819	HEAR NOW ABRAMSON AUDIOLOGY	PO-301926	4,547.50
160820	MAXIM HEALTHCARE SERVICES	PO-301346	5,198.00
160821	ORANGE COUNTY THERAPY SERVICE	PO-301887	15,200.00
160822	ORANGE CTY TESTING SERV	PO-300889	50.00
160823	PARADIGM HEALTH CARE SERVICES	PO-301313	10,000.00
160824	PATTERSON, PAMELA	PO-301634	660.00
160825	RAINBOW CONNECTION	PO-300861	412.00
160826	SPEECH PATHOLOGY ASSOCIATES	PO-303197	240.00
160827	WERTHEIMER-GALE & ASSOCIATES	PO-300860	351.00
		PO-301354	78.00
160828	WEST SHIELD ADOLESCENT	PO-301933	2,751.74
160829	B & H PHOTOGRAPHY	PO-304061	124.95
160830	BARRETT-ROBINSON INC	PO-300375	388.00

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Warrant Number	Name of Payee	Reference Number	Amount
160831	BRIGHTLINES PAPER	PO-303839	15.90
		PO-303840	41.50
160832	CALIFORNIA TRACK & ENGINEERING	PO-303915	8,000.00
160833	CALIFORNIA WESTERN VISUALS	PO-303919	607.91
		PO-304063	1,215.83
		PO-304068	1,215.83
		PO-304245	923.29
160834	CAPSTONE PRESS INC	PO-303369	276.12
160835	CARLOS GUZMAN INC	PO-304013	5,098.00
160836	CLARK SECURITY PRODUCTS	PO-300322	39.69
160837	CLASSROOM DIRECT COM LLC	PO-303727	221.28
160838	COAST RECREATION	PO-303502	368.23
160839	CREATIVE CONTRACTORS CORP	PO-303748	595.00
160840	CURRICULUM ASSOCIATES	PO-303538	548.47
160841	DEMCO INC	PO-303712	118.40
160842	DENAULT'S HARDWARE	PO-300328	342.93
		PO-300711	64.65
160843	LAKESHORE LEARNING MATERIALS	PO-302360	176.00
160844	LAKESHORE LEARNING MATLS	PO-302907	124.74
		PO-302914	49.38
		PO-302915	252.88
160845	PRUDENTIAL OVERALL SUP	PO-301004	15.75
160846	LAKESHORE LEARNING MATLS	PO-303222	215.01
		PO-303994	531.73
160847	CAPISTRANO UNIFIED SCHOOL DIST	PO-300172	150,918.31
160848	CONNECTICUT GEN LIFE INS CO	PO-300173	14,240.67
160849	CONNECTICUT GENERAL LIFE	PO-300170	32,932.39
160850	UNUM LIFE INSURANCE	PO-300166	9,473.40
160851	1ST JON	PO-303922	1,053.41
160852	DISCOUNT OFFICE ITEMS	PO-303998	387.32
160853	EVERYTHING MEDICAL	PO-304297	198.50
160854	FACTORY MOTOR PARTS	PO-300969	1,950.80
160855	FLEET SERVICE SPECIALIST LLC	PO-303646	2,308.16
160856	FOLLETT LIBRARY RESOURCES	PO-301453	302.51
		PO-301456	148.45
		PO-301468	157.88
160857	FREEWAY AUTO SUPPLY & MACHINE	PO-302059	428.27
160858	FRICTION MATERIALS CO.	PO-300971	2,334.35
160859	GANAHL LUMBER	PO-300315	6,173.63
160860	GILBERT & STEARNS INC	PO-304378	5,782.02
		PO-304380	3,556.81
160861	GREAT MUSIC PRODUCTS	PO-304064	1,188.70
160862	H W WILSON COMPANY	PO-303791	263.00
160863	HEADSETS.COM	PO-303087	301.07
160864	IBBS	PO-303334	16.31

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Warrant Number	Name of Payee	Reference Number	Amount
160865	IMAGE 2000	PO-300060	141.33
		PO-300304	408.56
		PO-302050	113.05
		PO-303926	791.90
160866	JFK TRANSPORTATION CO INC	PV-013585	1,492.50
160867	MISSION SAN JUAN CAPISTRANO	PO-303482	616.00
160868	MISSION SAN LUIS REY	PO-304285	508.00
160869	SOUTHERN CALIFORNIA GRAY LINE	PV-013584	5,109.47
160870	Capistrano Connections Academy	PV-013582	2,922.00
160871	OPPORTUNITY FOR LEARNING	PV-013583	648.38
160872	MARKERBOARD PEOPLE	PO-302766	84.95
160873	MARKERBOARD PEOPLE	PO-304032	61.55
160874	NASCO WEST	PO-303845	4,038.37
160875	NETWORK HARDWARE RESALE	PO-304473	2,616.00
160876	OVER NIGHT NUMBERING	PO-300263	150.00
160877	PAUL H. BROOKES PUBLISHING CO	PO-303006	46.44
160878	PRAXAIR	PO-300702	363.30
		PO-301487	48.81
160879	PRINT FINISH SOLUTIONS	PO-300265	67.83
160880	PRO-ED	PO-302577	1,663.20
160881	QUALITY TOWING	PO-301105	404.00
160882	SADDLEBACK EDUCATIONAL PUBLISH	PO-304033	63.47
160883	SCANTRON SERVICE GROUP	PO-302563	38.69
		PO-302872	46.49
		PO-303080	110.84
		PO-303909	25.80
160884	SCHOLASTIC INC	PO-301860	450.00
		PO-302782	710.04
160885	SCHOLASTIC INC	PO-302343	869.04
		PO-302937	1,557.06
		PO-303258	800.00
160886	SCHOLASTIC LITERACY PARTNERSHP	PO-302223	1,998.91
		PO-302695	700.00
160887	SCHOOL SPACE SOLUTIONS	PO-303286	369.61
160888	SCHOOL SPECIALTY	PO-303864	181.05
160889	SCHOOL SPECIALTY INC	PO-303241	1.96
160890	SCIENCE KIT & BOREAL LAB	PO-301060	40.84
160891	SELECT EQUIPMENT SALES INC	PO-303021	346.85
160892	SEPULVEDA BLDG MATERIALS	PO-302376	143.55
160893	SINGIN' AND SIGNIN' LLC	PO-304007	539.00
160894	SMARDAN SUPPLY COMPANY	PO-304029	3,043.60

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Warrant Number	Name of Payee	Reference Number	Amount
160895	SMART & FINAL	PO-300186	224.58
		PO-300694	50.02
		PO-301942	316.00
		PO-302302	55.21
		PO-302435	75.91
		PO-302475	31.69
160896	SMART & FINAL	PO-300788	70.74
160897	SMARTKIDS SOFTWARE	PO-304346	72.89
160898	SO COAST DISTRIBUTING CO	PO-300399	2,958.00
160899	SOLUTION TREE INC	PO-303239	35.95
160900	SONOMA COUNTY OFFICE OF EDUC	PO-303001	237.50
160901	SOPRIS WEST INC	PO-304199	256.15
160902	SOUTHPAW ENTERPRISES INC	PO-302963	261.00
160903	SPORTS FACILITIES GROUP INC	PO-304384	375.00
160904	STERICYCLE INC	PO-300734	260.30
160905	SUBSCRIPTION SERVICES OF	PO-303790	490.72
160906	SUPER DUPER INC.	PO-304145	159.90
		PO-304167	35.85
		PO-304257	440.00
		PO-304258	263.65
160907	TEL TEC SECURITY SYSTEMS INC	PO-303497	22,200.90
160908	UNIQUE SWEEPING	PO-301108	252.00
160909	VISTA PAINT CORP	PO-300497	113.87
160910	SCHOLASTIC BK SERV	PO-301648	2,499.49
160911	SCHOOL HEALTH SUPPLY CO	PO-302413	552.13
160912	SMART & FINAL	PO-300191	1,157.11
		PO-301842	675.22
		PO-303160	30.17
160913	ART MASTERS INC	PO-301433	1,792.00
160914	CRARY, BRENDA	PO-301936	2,678.40
		PO-303771	720.00
160915	ELIZABETH JIMENEZ DBA GEMAS	PO-302938	11,490.00
160916	KRANTZ, TRICIA ELIZABETH	PO-301922	2,343.60
160917	MELISSA KOB	PO-302419	385.00
160918	PROFESSIONAL TUTORS OF AMERICA	PO-302156	2,900.00
160919	PYSZ, DANEEN	PO-303716	651.00
160920	CRARY, BRENDA	PO-301936	201.60
160921	ELAINE COGGINS	PO-300513	1,000.00
160922	KRANTZ, TRICIA ELIZABETH	PO-301922	176.40
160923	LYNDA K DURAND	PO-300510	600.00
160924	JOHN V. SPEAK	PO-303776	490.30
160925	MAIER INTERNATIONAL INC	PO-304517	101,240.00
160926	MILLER MECHANICAL COMMERCIAL	PO-304034	645.68
160927	MOORE'S SEWING MACHINE	PO-302242	241.12

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Warrant Number	Name of Payee	Reference Number	Amount
160928	MPS	CM-010102	250.12-
		PV-013605	265.12
160929	MUNICIPAL UNDERGROUND SERVICES	PO-304487	555.00
160930	McKENDRY DOOR SALES & SERVICE	PO-300307	915.00
		PO-304308	4,840.00
160931	NATIONWIDE FIRE PROTECTION	PO-303166	4,179.96
160932	ORANGE COUNTY REGISTER	PO-304539	495.60
160933	OVER NIGHT NUMBERING	PO-300263	86.50
160934	P & R PAPER SUPPLY COMPANY	PO-304460	430.00
160935	PARKHOUSE TIRE INC.	PO-303644	1,958.81
160936	PEPPER-LOS ANGELES, J W	PO-302762	61.28
160937	PRAXAIR	PO-300702	35.65
		PO-301487	71.30
160938	PRINT FINISH SOLUTIONS	PO-300265	396.45
160939	PRIORITY MAILING SYSTEMS	PO-300260	310.12
160940	QUALITY TOWING	PO-301105	161.00
160941	RED WING SHOE STORE	PO-301104	1,992.60
160942	RINCON TRUCK PARTS	PO-303688	3,132.31
160943	SIGNS AND CREATIONS UNLIMITED	PO-303527	337.13
160944	SMART & FINAL	PO-300186	8.87
		PO-300693	78.35
		PO-301942	16.34-
		PO-302757	51.45
160945	SMART & FINAL	PO-300788	66.08
160946	SMOG EXPRESS	PO-301102	52.70
160947	SNAP-ON TOOLS INDUSTRIAL	PO-302797	2,820.52
		PO-302932	3,126.45
		PO-302933	2,287.18
		PO-302967	1,608.63
		PO-303375	1,206.69
160948	SOUTH COAST ANSWERING SERVICE	PO-300477	145.75
160949	SPARKLETTS	PO-300987	4.00
160950	SPORTS FACILITIES GROUP INC	PO-304384	575.00
160951	ST4 LEARNING INC.	PO-302779	291.50
		PO-303802	111.50
		PO-304345	291.50
160952	STARFALL EDUCATION	PO-304178	150.00
160953	STARKEY	PO-302039	46.36
		PO-302184	34.79
160954	STERICYCLE INC	PO-300734	143.32
160955	SUPER DUPER INC.	PO-302962	121.50
160956	SUPPLY LINE BUILDING MATERIALS	PO-300483	37.68
160957	TIFCO INDUSTRIES	PO-301221	1,090.17
160958	UNITED TRANSMISSION EXCHANGE	PO-301223	1,576.88
160959	UPSTART	PO-303850	62.44

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Warrant Number	Name of Payee	Reference Number	Amount
160960	US GAMES	PO-303153	852.15
160961	USI INC	PO-303667	63.95
160962	VALIANT IMC	PO-304067	710.70
160963	VERNON LIBRARY SUPPLIES INC	PO-303366	177.98
160964	VISTA PAINT CORP	PO-300497	268.52
160965	VISUAL EDGE	PO-303838	41.11
160966	WARDS NATURAL SCIENCE	PO-301161	825.04
160967	WESTERN GRAPHIX	PO-302402	229.38
160968	WHITE CAP INDUSTRIES INC	PO-300461	670.11
160969	WILLIAM V. MACGILL & CO.	PO-304097	173.47
160970	WOODWIND & BRASSWIND	PO-303456	3,214.00
160971	WORLD RESEARCH CO	PO-304025	2,356.20
160972	SPARKLETTS	PO-301546	8.25
160973	APPLE COMPUTER INC	PO-303825	126.15
160974	CAL LEAGUE MIDDLE SCHOOL/CLMS	PO-303630	199.00
160975	CCPOA REGION 3	PO-304522	40.00
160976	DELL MARKETING L P	PO-303106	87.57
		PO-303572	108.05
160977	JIM'S MUSIC CENTER	PO-302611	220.00
160978	JOHN DEERE LANDSCAPES	PO-300451	2,893.24
160979	LAMA SEWING KITS	PO-302902	400.68
160980	LESLIES SWIMMING POOL SUPPLY	PO-300292	639.76
160981	LRP PUBLICATIONS	PO-304252	262.78
160982	ORANGE COUNTY DEPT OF EDUCATIO	PO-303682	350.00
160983	ACADEMIC CHESS	PV-013596	789.61
		PV-013597	26,707.98
160984	BRAIN BUILDERS EDUC PROGRAMS	PV-013595	5,453.00
160985	CAMPCO	PV-013594	2,562.70
		PV-013599	2,662.80
160986	DE SILVA, VICKI	PV-013598	1,176.00
160987	FIT KIDS AMERICA	PV-013600	6,835.50
		PV-013601	5,512.50
160988	OC ART STUDIOS	PV-013602	2,592.80
160989	KAPLAN EARLY LEARNING CO.	PO-304366	809.54
160990	PRIME PAINTING CONTRACTORS INC	PO-303252	12,600.00
160991	CITY OF SAN JUAN CAPISTRANO	PO-303026	566.86
160992	SO COAST WATER DIST	PO-300462	4,063.64
160993	CB RANCH ENTERPRISES	PO-304485	720.00
160994	FLINN SCIENTIFIC INC	PO-304059	468.58
160995	FUN AND FUNCTION	PO-304174	82.42
160996	GAYLORD BROS INC	PO-304040	40.75
160997	GUNTHER'S ATHLETIC SERV	PO-303807	4,988.42
160998	H2O SPOT	PO-303757	549.18
160999	HASLER INC.	PO-303065	386.61

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Warrant Number	Name of Payee	Reference Number	Amount
161000	HIRSCH PIPE & SUPPLY	PO-302198	1,007.52
		PO-304038	3,008.08
161001	IMAGE 2000	PO-302431	292.88
161002	INTELLITOOLS INC	PO-304006	93.95
161003	IXL LEARNING	PO-303798	398.00
161004	JASPER ENGINE & TRANSMISSION	PO-300974	8,245.44
161005	SADDLEBACK VLY SCH DIST	PO-303689	1,344.00
161006	Capistrano Connections Academy	PV-013604	20,637.75
161007	OPPORTUNITY FOR LEARNING	PV-013603	2,843.14
161008	IRON MOUNTAIN	PO-300161	132.31
161009	ACHIEVEMENT PRODUCTS	PO-303723	690.54
161010	ADVANCED DOCUMENT SYSTEMS &	PO-304350	110.22
161011	CAMCOR INC	PO-304243	562.85
161012	CDWG Inc	PO-304226	85.03
161013	COMMERCIAL FENCE & IRON WORKS	PO-304428	4,556.00
161014	COMMUNICATIONS USA	PO-304292	949.50
161015	CONSOLIDATED ELECT DISTR	PO-303352	3,290.69
161016	CONSOLIDATED ELECTRICAL DIST	PO-304222	429.14
161017	DIGITAL NETWORKS GROUP	PO-303672	1,988.36
161018	ECL PUBLICATIONS	PO-304164	39.95
161019	ERC ROOFING AND SOLAR	PO-304082	10,000.00
		PO-304277	7,696.00
161020	ETC PUBLICATIONS	PO-304180	100.00
161021	CORVEL CORPORATION	PO-300174	74,952.64
161022	EXECUTIVE ENVIRONMENTAL SVCS	PO-304489	545.10
161023	ALPHA VISTA SERVICES INC	PO-301925	10,512.00
161024	ALPINE ACADEMY	PO-301355	2,400.00
		PO-301356	2,400.00
161025	CAMPCO	PO-301492	9,100.00
161026	CHILEDA	PO-301128	2,647.20
161027	CINNAMON HILLS SCHOOL	PO-300413	2,565.00
		PO-300414	2,565.00
		PO-300417	2,565.00
161028	LEISURE CARE NURSES REGISTRY	PO-303829	4,370.00
161029	NEWPORT LAN/SPEECH/AUDIO	PO-303594	4,140.00
161030	ORANGE CTY TESTING SERV	PO-300889	50.00
161031	PYRAMID AUTISM CENTER	PO-300827	6,750.00
161032	RED ROCK CANYON SCHOOL	PO-300833	2,375.00
161033	THERAPEUTIC EDUCATION CENTER	PO-301630	5,940.00
		PO-301631	2,700.00
		PO-304130	1,800.00
161034	YMCA OF ORANGE COUNTY	PO-301435	8,074.47
161035	CITY OF SAN CLEMENTE	PO-300466	5,216.64
161036	CITY OF SAN JUAN CAPISTRANO	PO-303026	4,305.76
161037	MOULTON NIGUEL WATER	PO-300465	4,911.98

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Warrant Number	Name of Payee	Reference Number	Amount
161038	SAN DIEGO GAS & ELECTRIC	PO-300464	170,428.51
161039	SANTA MARGARITA WATER	PO-300463	2,434.94
161040	SO CAL GAS CO	PO-300274	20,722.10
161041	SOUTHERN CALIFORNIA EDISON	PO-301282	33,089.27
161042	ANTONIUS, LYNDIA	PV-013630	29.58
161043	BARRETT, JANET S	PV-013631	103.02
161044	BENE, CHERI	PV-013632	102.00
161045	BRANNON, DESIREE	PV-013633	155.55
161046	BRISTOW-SHANDRO, DREW	PV-013634	162.69
161047	BROOKMAN, JOSEPH	PV-013636	312.63
161048	BRUNSON JR., LARRY W.	PV-013637	147.90
161049	BUTLER, SUSAN	PV-013638	269.79
161050	CURLEY, JULIE	PV-013639	128.01
161051	FARRAND, MONA	PV-013642	64.26
161052	FERNANDEZ, IRMA	PV-013640	32.13
161053	GINSBERG-BROWN, CLAUDIA	PV-013641	77.52
161054	GLESENER, PATRICIA	PV-013643	17.34
161055	HEUSER, RACHEL	PV-013644	332.01
161056	LUEHE, CHRISTOPHER	PV-013645	482.73
161057	MALONE, JULEE	PV-013646	189.72
161058	METTERT, LISA M	PV-013647	81.60
161059	MITCHELL, KAREN P	PV-013648	394.23
161060	SHAH, RANA	PV-013650	43.35
161061	SHUMATE, DAGMAR	PV-013651	312.63
161062	WHITE, BRANDI	PV-013652	54.06
161063	YOTA, DENISE	PV-013653	91.80
161064	GLESENER, PATRICIA	PV-013643	71.91
161065	BROCKMAN, CARY	PV-013635	102.00
161066	ROSS, KIRSTEN	PV-013649	62.05
161067	A Z BUS SALES INC	PO-300963	574.48
161068	ADA BADMINTON & TENNIS CO	PO-304239	351.50
161069	APPERSON	PO-304352	760.93
161070	B & H PHOTOGRAPHY	PO-303996	2,183.49
		PO-304215	199.00
161071	BORDERS GROUP INC.	PO-304418	545.39
161072	CAESAR'S APPLIANCE	PO-300317	63.00
161073	CALIFORNIA WESTERN VISUALS	PO-304004	923.29
		PO-304219	607.91
161074	CAROLINA BIOLOGICAL SUPPLY CO	PO-304422	126.19
161075	CINTAS	PO-300681	98.50
161076	CINTAS CORP	PO-300320	2,159.80
161077	CINTAS FIRST AID & SAFETY	PO-300321	139.05
161078	CONSTRUCTIVE PLAYTHINGS	PO-303609	64.38
161079	CURRICULUM ASSOCIATES	PO-304363	3,408.11
		PO-304368	603.33

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Warrant Number	Name of Payee	Reference Number	Amount
161080	DELTA EDUCATION	PO-303751	5,335.28
		PO-303752	266.31
		PO-303753	268.92
161081	DENAULT'S HARDWARE	PO-300328	467.32
161082	DOHENY BUILDERS SUPPLY	PO-303854	64.71
161083	ENABLING DEVICES	PO-303605	192.90
161084	EVERYTHING MEDICAL	PO-304459	1,375.00
161085	EXECUTIVE ENVIRONMENTAL SVCS	PO-304206	8,385.00
161086	GANAHL LUMBER	PO-300315	2,180.44
161087	GOLF TEAM PRODUCTS	PO-304386	425.00
161088	GOPHER ATHLETIC/SPORTS	PO-303146	462.34
161089	IBBS	PO-303275	301.78
		PO-303438	34.80
161090	IMAGE WORKS	PO-304247	624.78
161091	JOHNSTONE SUPPLY	PO-304035	11,810.84
161092	KELLY PAPER COMPANY	PO-300246	3,452.06
161093	KEY CURRICULUM PRESS	PO-304192	140.13
161094	LAWNMOWERS ETC	PO-303925	1,723.64
161095	LOCAL JANITORIAL & VACUUM	PO-300403	187.46
		PO-303533	571.40
161096	BUDGETEXT CORP	PO-303317	3,213.17
161097	ARROWHEAD WATER	PO-301541	33.92
		PO-301542	25.59
161098	GLAXOSMITHKLINE	PO-300679	327.00
161099	3M COMPANY	PO-303756	2,800.35
161100	COX COMMUNICATIONS	PO-301249	14,299.55
161101	MILLER MECHANICAL COMMERCIAL	PO-304034	2,548.00
161102	NATIONAL RESTAURANT ASSOC.	PO-304172	1,050.46
161103	NETWORK HARDWARE RESALE	PO-304083	6,651.47
161104	NORAM INTERNATIONAL CORP	PO-304548	4,765.59
161105	PACIFIC SIGN CENTER	PO-303525	330.60
161106	PACWEST AIR FILTER	PO-303521	8,817.28
161107	PALOS SPORTS	PO-304039	83.89
161108	PC MALL GOV	PO-302025	326.35
		PO-303264	298.29
		PO-303444	776.54
		PO-303797	772.34
161109	PCH SHEET METAL & AIR	PO-303645	769.00
		PO-303703	3,840.00
161110	PCI ECUCATIONAL PUB	PO-304179	125.00
161111	PEPPER-LOS ANGELES, J W	CM-010104	58.02-
		CM-010105	71.20-
		PO-302254	949.08
		PO-302709	234.76
161112	PERMA-BOUND	PO-303725	871.63

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Warrant Number	Name of Payee	Reference Number	Amount
161113	PHONAK INC	PO-303191	127.14
		PO-303196	235.89
		PO-303199	289.18
		PO-303542	698.08
		PO-304316	100.00
161114	PITNEY BOWES/PRESORT SERVICES	PO-303123	97.63
161115	PLANK ROAD PUBLISHING	PO-302350	127.20
161116	PLAYPOWER LT FARMINGTON	PO-302803	2,088.60
161117	POSITIVE PROMOTIONS	PO-303295	217.40
		PO-303866	120.95
161118	PRECISION DATA PRODUCTS	PO-303622	291.28
161119	PRINCETON HEALTH PRESS	PO-303992	3,253.75
161120	PRO-ED	PO-304136	419.10
		PO-304168	291.50
161121	RANDOM HOUSE INC	PO-302036	96.84
161122	SAFETY KLEEN CORP	PO-300795	104.76
161123	SEHI COMPUTER	PO-300800	271.44
161124	SIMPLEX GRINNELL LP	PO-303704	9,719.69
		PO-304017	10,135.52
161125	SMART & FINAL	PO-300186	16.07
		PO-300694	53.76
		PO-302302	42.32
161126	SMART & FINAL	PO-300788	50.11
161127	SOUTH COAST FAMILY MEDI CENTER	PO-300003	1,060.00
		PO-302295	175.00
161128	SOUTH COAST MEDICAL GROUP	PO-300677	50.00
161129	SPICERS PAPER CO	PO-304385	441.95
161130	TARTAN GROUP	PO-303720	91.70
161131	TECH4LEARNING	PO-303820	1,023.98
161132	THERAPY SHOPPE	PO-303240	32.98
		PO-303859	43.98
161133	THINKING MAPS INC	PO-304340	3,504.48
161134	TOON BOOM ANIMATION INC	PO-303312	1,560.00
161135	TRAFFIC CONTROL SERVICE	PO-300489	657.94
161136	UNITED COMMUNICATION SYS. INC	PO-304065	3,449.47
161137	VALLEY OFFICE SUPPLY	PO-304299	794.75
161138	WATERLINES TECHNOLOGIES INC	PO-303027	5,293.55
161139	WAXIE	PO-304589	893.55
161140	WON-DOOR CORPORATION	PO-304544	950.72
161141	C D T INC.	PO-301908	915.00
161142	COMMERCIAL FENCE & IRON WORKS	PO-303175	4,565.00
161143	GRAPHIC SYSTEMS	PV-013671	99.48
161144	PACIFIC MOBILE HOME CONS	PO-303249	2,024.03
		PO-303519	1,429.06
		PO-304019	3,951.15

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Warrant Number	Name of Payee	Reference Number	Amount
161145	CORVEL CORPORATION	PO-300682	155,100.01
161146	CAPISTRANO UNIFIED SCHOOL DIST	PO-300172	77,635.93
161147	TRAVIS SOFTWARE	PO-304571	2,379.00
161148	ALLIANCE OF SCHOOLS FOR	PO-304573	25,000.00
161149	CARLOS GUZMAN INC	PO-304425	1,500.00
161150	BOLLA, BRENDA	PV-013663	90.78
161151	BOWDEN, JOANNA	PV-013664	53.55
161152	BRAUN, C. ANNE	PV-013665	24.48
161153	BROWN, SUSAN	PV-013666	32.13
161154	BRUNTON, MICHELLE	PV-013667	225.42
161155	CUNNINGHAM, CHADWICK	PV-013668	106.08
161156	DARAKJIAN, CAROLE	PV-013669	84.66
161157	DARLING, MARTY	PV-013670	206.04
161158	DELFOSE, MICHAEL	PV-013672	45.90
161159	DEVINCENZI, MARK	PV-013673	53.55
161160	DIXON, AURORA	PV-013674	86.70
161161	DOUGLAS, TERRI A.	PV-013675	195.33
161162	EDEN, CRIS	PV-013676	82.62
161163	EFFENBERGER, PATRICIA	PV-013677	104.04
161164	ELKINS, KAREN	PV-013678	177.99
161165	ELLIOTT, CHRISHE	PV-013679	27.54
161166	ELLIS, SHAWNA	PV-013680	149.43
161167	GAST, LUCIBEL	PV-013682	19.38
161168	HANAFORD, LAURA	PV-013683	12.24
161169	HARVEY, LAUREN	PV-013685	115.26
161170	HAYES, NATALIE	PV-013686	12.24
161171	HERTZ, JANA	PV-013688	151.47
161172	HIGHTOWER, SHERLIN	PV-013689	97.92
161173	HOWELL, MARIKA	PV-013690	40.80
161174	JONES, JOSEPH	PV-013691	80.58
161175	KAPLAN, PAUL M	PV-013692	37.23
161176	KELLMAN, KATHLEEN	PV-013693	177.99
161177	KLISTER, PAMELA	PV-013694	73.44
161178	LUDLOW, JACK	PV-013696	6.12
161179	PEREZ, VIRGINIA	PV-013697	23.46
161180	PETTEY, STEPHANIE	PV-013701	114.24
161181	RICHARDS, GAIL	PV-013702	61.20
161182	RILEY, JOLENE	PV-013703	170.34
161183	RODRIGUEZ, MICHELLE	PV-013705	130.56
161184	SAMOSZUK, JEANNE	PV-013707	3.06
161185	SKINNER, PHILLIP	PV-013708	105.57
161186	EDEN, CRIS	PV-013676	78.54
161187	FREY, DEBORAH	PV-013681	38.76
161188	PEREZ, VIRGINIA	PV-013697	64.77
161189	DEPARTMENT OF JUSTICE	PO-301677	158.00

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Warrant Number	Name of Payee	Reference Number	Amount
161190	HERITAGE MUSEUM OF OC	PO-304543	1,440.00
161191	JFK TRANSPORTATION CO INC	PV-013687	1,655.00
161192	PACIFIC COACHWAYS	PV-013684	4,497.00
161193	XEROX CORPORATION	PO-300262	121.65
161194	HERITAGE MUSEUM OF OC	PO-304291	496.00
161195	SEGERSTROM CNT FOR THE ARTS	PO-304480	615.00
161196	BARI, KATHY	PV-013710	110.73
161197	BLANKENBILLER, MARIANNE	PV-013706	93.95
161198	BRYSON, ANNA	PV-013711	20.00
161199	CACHAT, TOM	PV-013712	768.50
161200	CHACON, LORRAINE	PV-013713	147.50
161201	ESTER, JUDY	PV-013714	164.28
161202	FLUENT, TERRY	PV-013715	65.09
161203	GALASSO, MARGARET	PV-013709	624.46
161204	KAROLYS, ANDREA	PV-013716	596.64
161205	MCCARROLL, ROBERT	PV-013717	396.86
161206	NGUYEN, CHRIS	PV-013704	57.12
161207	RADETZKY, ALEXANDER	PV-013695	147.50
161208	SCHROEDER, JANICE	PV-013700	576.86
161209	SCOTT, KAREN	PV-013699	93.95
161210	SHAH, RANA	PV-013698	60.18
161211	2-WAY CABE	PO-300177	540.00
161212	APPLE COMPUTER INC	PO-300753	315.70
		PO-304330	2,363.23
161213	DELL MARKETING L P	PO-303929	120.58
161214	PARADIGM HEALTH CARE SERVICES	PO-301312	11,648.51
161215	THE REGENTS UCSD SCHOOL OF	CL-000380	2,850.00
161216	ALISO VIEJO COMMUNITY ASSN	PO-303354	1,807.00
161217	BERGMAN & DACEY INC	PO-302721	3,514.94
161218	BOWIE ARNESON WILES &	PO-302720	451.50
		PO-303055	117.50
161219	CITY OF SAN CLEMENTE	PO-300466	15,325.70
161220	CITY OF SAN JUAN CAPISTRANO	PO-303026	1,319.52
161221	SAN DIEGO GAS & ELECTRIC	PO-300464	4,283.11
161222	SO CAL GAS CO	PO-300274	5,517.68
161223	SOLAG / CR&R	PO-300275	28,794.16
161224	BOWIE ARNESON WILES &	PO-301875	507.50
161225	A Z BUS SALES INC	PO-300963	973.06
161226	ADVANTAGE RADIATOR	PO-300713	201.19
161227	ALLIED STORAGE CONTAINERS	PO-304616	99.83
161228	ANDY'S DRYWALL	PO-304456	2,400.00
161229	ARAMARK	PO-300961	828.88
161230	ATG - DESIGNING MOBILITY INC	PO-304027	1,728.57
161231	BETTER BUSINESS RECORDS	PO-300683	7.56
161232	BLAINE WINDOW HARDWARE	PO-300339	107.54

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Warrant Number	Name of Payee	Reference Number	Amount
161233	BLAIRS TOWING	PO-302104	375.00
161234	BOYCE INDUSTRIES	PO-300341	560.45
161235	BRINKS INC.	PO-302632	140.63
161236	CAESAR'S APPLIANCE	PO-300317	264.34
161237	CAL-STATE AUTO PARTS INC	PO-300965	315.77
161238	CINTAS	PO-300681	85.51
161239	CINTAS CORP	PO-300320	150.35
161240	DAVE BANG ASSOCIATES INC	PO-303947	2,825.69
161241	GANAHL LUMBER	PO-300315	315.27
161242	GLEN PRODUCTS	PO-300312	393.83
		PO-303061	94.42
161243	JOHNSTONE SUPPLY	PO-304035	4,539.24
161244	KELLY PAPER COMPANY	PO-300246	1,617.21
161245	PJHM ARCHITECTS SOUTHWEST INC	PO-304647	883.00
161246	OCEAN INSTITUTE	PO-304549	1,125.00
		PO-304550	1,125.00
		PO-304551	1,125.00
161247	ACOSTA, BRENDA	PV-013721	396.27
161248	CARDWELL, LINDA	PV-013722	4.08
161249	EXWORTHY, MARK	PV-013723	311.10
161250	HARMAN, NANCY	PV-013725	165.24
161251	HERNANDEZ, MARLO	PV-013727	18.36
161252	MENDEL, LINDA	PV-013726	147.39
161253	NORRIS, MAUREEN	PV-013728	119.34
161254	PARKER, LAURA	PV-013729	84.15
161255	PETERSON, DEBRA	PV-013731	281.60
161256	RAFF, DEIDRE	PV-013732	182.58
161257	RALSTON, VALERIE	PV-013733	24.48
161258	ROCHE, ANN	PV-013734	189.21
161259	STRICKLAND, GERRY	PV-013735	119.34
161260	TABARI, LISA SEYEDI	PV-013736	177.99
161261	TALILI, MAILUMAI	PV-013737	205.53
161262	THORNBURG, QUIN	PV-013739	95.88
161263	TUCKER, MARYANN	PV-013738	59.67
161264	VALENCIA, DANIELLE	PV-013740	20.40
161265	WALTERS, ELAINE	PV-013741	66.30
161266	WORKMAN, KEN	PV-013742	79.56
161267	WYNNE, LAUREN	PV-013743	43.86
161268	CABRAL ROOFING & WATERPROOFING	-	
		PO-303916	9,253.25
161269	CABRAL ROOFING & WATERPROOFING	PO-303916	682.31
161270	GILBERT & STEARNS INC	PO-304642	1,113.09
161271	PACIFIC MOBILE HOME CONS	PO-303519	438.38
		PV-013746	3,507.00
161272	SPRINT/NEXTEL COMMUNICATIONS	PV-013747	3,876.59

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Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
161273	TANDUS FLOORING INC.	PO-304018	7,398.39
161274	CARLOS GUZMAN INC	PO-304607	1,500.00
161275	BLIND CHILDRENS LRNG CTR	PO-301514	2,497.50
		PO-301629	3,222.00
		PO-303245	360.00
161276	CARES	PO-301967	906.04
161277	CATHEDRAL HOME FOR CHILDREN	PO-303346	3,040.00
161278	DANIEL, JASON & RUTHIE	PO-301633	2,150.00
161279	DEVEREUX CLEO WALLACE	PO-304359	1,875.00
161280	DEVEREUX TEXAS TREATMENT	PO-300830	2,719.20
161281	EDUCATIONAL BASED SERVICES	PO-301944	5,040.00
161282	FARRELL, MIN KIM AND DONALD	PO-302438	3,490.00
161283	LEISURE CARE NURSES REGISTRY	PO-301345	10,336.00
161284	MCCORMACK, MARC AND/OR KRISTA	PO-301485	667.59
161285	MENDE PSY.D, SYLVIA	PO-301931	1,485.00
161286	OCEANVIEW SCHOOL	PO-300418	4,296.60
		PO-301962	3,448.00
		PO-303954	3,660.00
		PO-304132	3,148.00
		PO-304134	4,296.00
		PO-304530	5,520.00
161287	ORANGE CTY TESTING SERV	PO-300889	150.00
161288	PATTERSON, PAMELA	PO-301634	660.00
161289	PROGRESSUS THERAPY INC	PO-301927	10,080.00
		PO-301928	6,650.00
		PO-301929	10,080.00
161290	ROZENBERG, ABBY	PO-301129	1,500.00
161291	SANDOR, LASZLO/COURTENAY	PO-302679	497.59
161292	SPEECH & LANGUAGE DEVEL	PO-301364	9,274.50
		PO-301365	8,492.38
161293	SUMMIT SPEECH PATHOLOGY SV INC	PO-302545	11,232.00
161294	THE REGENTS UCSD SCHOOL OF	CL-000380	2,050.00
161295	WEST SHIELD ADOLESCENT	PO-301933	4,799.43
161296	ADAMSON, CORAL	PV-013748	148.41
161297	ARTINGER, TRACEY	PV-013749	58.14
161298	BIRKINSHAW, SANDY	PV-013750	134.64
161299	BUSH, VIRGINIA	PV-013751	77.52
161300	CARDIN, PATTI	PV-013752	97.92
161301	CAUDILL, AMANDA	PV-013753	327.93
161302	CLIFT, LYNNETTE I	PV-013754	71.40
161303	COLLINGS, JANICE	PV-013755	59.16
161304	COPPOLA, LUCI	PV-013756	126.99
161305	COX, LINDA	PV-013757	122.91
161306	CURLEY, JULIE	PV-013758	99.45
161307	ENRIQUEZ, MICHELLE L	PV-013759	195.84

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Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
161308	ESTRADA, AXEL	PV-013760	27.54
161309	FERGUSON, ERIN	PV-013761	104.55
161310	FLYNN, MARGARET	PV-013762	64.26
161311	FRIEDLANDER, DOROTHY	PV-013763	277.44
161312	GARRISON, SANDRA L.	PV-013764	29.58
161313	GILL, ARVINDER	PV-013766	115.77
161314	HOOPER, GWYNETH	PV-013767	19.89
161315	HOWELL, MARIKA	PV-013768	40.80
161316	JAMES, DOUGLAS	PV-013769	20.20
161317	JIMENEZ, DENISE	PV-013770	120.87
161318	LAIDLEY, JOANIE	PV-013772	169.32
161319	LEAHY, CHRISTINA	PV-013773	115.26
161320	MANDERBACH, KAREN	PV-013774	95.88
161321	MATIENZO, NINA RIE	PV-013775	119.85
161322	MCKEE, DANISE	PV-013776	202.47
161323	MILLER, MARIE T.	PV-013777	199.92
161324	MORAND, CARA	PV-013778	111.69
161325	NAPORA, NOELLE	PV-013779	30.09
161326	PANNING LA BATE	PV-013771	189.21
161327	POWELL, CHRISTOPHER	PV-013780	35.70
161328	PRIMICIAS, MELISSA	PV-013781	77.50
161329	RASHIDI, AKRAM KIM	PV-013782	168.30
161330	SAUER, ASHLEIGH	PV-013783	147.39
161331	SCHOOLER, DEBORAH	PV-013784	224.91
161332	SMITH, ANNE	PV-013785	182.07
161333	SOLTIS, PAMELA	PV-013786	93.84
161334	STEVE GELSINGER	PV-013765	68.34
161335	TUNULI, JESSICA	PV-013787	206.04
161336	VARGAS, DAVID	PV-013788	221.85
161337	WIEDEMAN, LORI	PV-013789	29.07
161338	DELL FINANCIAL SERVICES	PO-301815	15,609.24
161339	DELL MARKETING L P	PO-304513	147.89
161340	ORANGE COUNTY DEPT OF ED	PO-304184	80.00
161341	ORANGE COUNTY DEPT OF EDUCATIO	PO-304283	20.00
		PO-304284	45.00
161342	REGION 1 WORKABILITY 1	PO-304536	200.00
161343	SCHOOL SERVICES OF CALIFORNIA	PO-304559	175.00
161344	SUMMIT PROFESSIONAL EDUCATION	PO-304557	149.00
161345	CALIF EDUCATIONAL CENTERS INC.	PV-013792	125.76
161346	CREATIVE GYMNASTICS	PV-013790	450.00
161347	VEERA, SHANE	PV-013791	5,726.00
161348	UC REGENTS	PO-304560	200.00
161349	ACTION LEARNING SYSTEMS INC	PO-302389	3,664.00
161350	ART MASTERS INC	PO-302329	1,566.00
161351	CREATIVE GYMNASTICS	PO-302894	1,081.00

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Board of Trustees Warrant Listing
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Board of Trustees Meeting.....04/11/11

Warrant Number	Name of Payee	Reference Number	Amount
161352	DELL MARKETING L P	PO-303930	67.99
		PO-304321	925.93
		PO-304497	90.02
161353	DEMPSEY, MITCHELL	PO-302853	2,000.00
161354	MEET THE MASTERS	PO-300132	3,356.00
161355	THE ACADEMIC ADVANTAGE	PO-303402	80.76
161356	YMCA OF ORANGE COUNTY	PO-301435	7,432.35
161357	DELL MARKETING L P	PO-304322	925.93
161358	APPLIED HUMAN FACTORS INC	PO-304343	341.50
161359	ARIEL SUPPLY	PO-304434	219.29
161360	ATTAINMENT COMPANY	PO-303935	146.74
161361	CALIFORNIA WESTERN VISUALS	PO-303853	1,846.58
161362	CAMCOR INC	PO-303917	558.86
161363	CINTAS CORP	PO-301205	203.22
		PO-301283	405.31
161364	DANBRU WIRE & CABLE INC	PO-304498	87.26
161365	ELTEC REFRIGERATION	PO-302231	2,027.52
161366	FACTORY MOTOR PARTS	PO-300969	929.46
161367	FEDERAL EXPRESS CORP	PO-300243	590.79
161368	FLEET SERVICE SPECIALIST LLC	PO-303646	3,419.12
161369	FREEWAY AUTO SUPPLY & MACHINE	PO-302059	165.14
161370	FRICTION MATERIALS CO.	PO-300971	1,817.67
161371	GOPHER ATHLETIC/SPORTS	PO-304344	608.47
161372	HIRSCH PIPE & SUPPLY	PO-304038	300.28
161373	INTERSTATE BATTERIES	PO-300975	573.50
161374	JOHN DEERE LANDSCAPES	PO-300451	121.23
		PO-304037	1,548.54
161375	JOSTENS	PO-303936	211.92
161376	LAKESHORE LEARNING MATLS	PO-303830	2,014.05
		PO-304372	144.95
161377	LAWNMOWERS ETC	PO-303925	2,411.32
161378	LESLIES SWIMMING POOL SUPPLY	PO-300292	191.19
161379	LIFETIME MEMORY PRODUCTS INC	PO-304348	28.28
161380	LISA SMOLDEN & ASSOCIATES	PO-304426	1,604.06
161381	LOS ANGELES FREIGHTLINER	PO-301057	518.75
161382	BUCKMAN, JENNIFER	PV-013801	82.11
161383	EATON, ANDREA	PV-013802	51.00
161384	FREDRIKSZ, LAURA	PV-013803	86.70
161385	HATLER, JAIME	PV-013804	229.50
161386	HAUN, BARBARA	PV-013805	249.90
161387	HILL, DAWN	PV-013806	751.98
161388	KIMMELL-CAMOIA, JULIE	PV-013807	203.49
161389	MANNAERT, BREE	PV-013808	148.41
161390	TERHUNE, CYNTHIA	PV-013809	150.96
161391	WEIS-DAUGHERTY, DENISE	PV-013810	236.13

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
161392	WESTON, KELLY	PV-013811	102.00
161393	WOLFSON, DONNA	PV-013812	165.24
161394	AT&T	PO-300468	21.22
161395	AT&T-CALNET2	PO-300273	50,257.11
161396	MEDICAL DISCOUNT	PO-304081	988.54
161397	MILLER MECHANICAL COMMERCIAL	PO-304034	2,548.00
161398	MOORE'S SEWING MACHINE	PO-300396	390.14
		PO-304644	1,032.00
161399	OFFICE DEPOT	PO-300717	572.01
		PO-302644	171.59
		PO-304269	95.70
		PO-304411	83.74
161400	ORANGE COUNTY REGISTER	PO-304628	403.56
161401	PEPPER-LOS ANGELES, J W	PO-302254	35.21
161402	PHONAK INC	PO-303244	67.33
161403	PREMIERE WATER SERVICES	PO-300381	1,025.00
161404	PSYCHEMEDICS	PO-300678	269.00
161405	REALLY GOOD STUFF	PO-302699	34.73
		PO-303218	119.75
161406	RECORDED BOOKS LLC	PO-302033	94.50
161407	RED WING SHOE STORE	PO-301104	1,006.65
161408	REMEDIA PUBLICATIONS	PO-303038	59.92
161409	RESEARCH PRESS	PO-303858	91.56
161410	RIS	PO-303948	46,168.30
161411	ROCHESTER 100/NICKY'S FOLDERS	PO-302452	105.00
161412	SOUTHWEST SCHOOL SUPPLY	PO-300207	158.93
		PO-304583	199.91
161413	STAPLES ADVANTAGE	PO-300548	557.06
		PO-300621	162.30
		PO-300663	90.73
		PO-300720	377.51
		PO-300735	665.15
		PO-300793	519.51
		PO-301371	10.18
		PO-301557	179.09
		PO-303474	356.31
		PO-304095	124.55
		PO-304099	63.34
		PO-304157	81.28
		PO-304377	225.78
		PO-304404	637.04
161414	STAPLES BUSINESS ADVANTAGE	PO-302568	42.08
		PO-302569	65.45
		PO-302749	39.07
161415	SUPER DUPER INC.	PO-303232	195.70

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Board of Trustees Warrant Listing
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Board of Trustees Meeting.....04/11/11

Warrant Number	Name of Payee	Reference Number	Amount
161416	THERAPY SHOPPE	PO-304169	20.48
161417	UNIQUE SWEEPING	PO-301108	252.00
161418	US GAMES	PO-303152	475.73
161419	WATERLINES TECHNOLOGIES INC	PO-303027	1,658.01
161420	OFFICE DEPOT	PO-300058	233.69
161421	STAPLES ADVANTAGE	PO-303911	286.43
		PO-303912	121.80
		PO-304074	1,207.13
		PO-304248	290.37
		PO-304249	290.37
		PO-304250	290.37
161422	QUINTESENTIAL SCHOOL SYSTEMS	PO-304712	54,750.68
161423	CAPISTRANO UNIFIED SCHOOL DIST	CM-010108	8.07-
		PO-300172	42,433.03
161424	METROPOLITAN EMPLOYEES	PO-300163	3,704,228.35
		PO-300171	21,665.64
161425	RELIANCE STANDARD LIFE INS CO	PO-300169	13,838.63
161426	AGUILERA, DANA	PV-013815	56.41
161427	AL-SMADI, EMAN	PV-013817	24.00
161428	BARRETT, CYNTHIA	PV-013818	5.00
161429	BEADLE, DEBBY	PV-013819	17.37
161430	BEALES, TOM	PV-013820	51.05
161431	BEATTY, BRIELLE	PV-013822	78.00
161432	BRIDGES, JACQUELYN	PV-013823	4.00
161433	CASEY, MICHAEL	PV-013821	71.00
161434	CHAPMAN, KELLI	PV-013840	18.00
161435	CHOLULA, JENIFER	PV-013824	70.00
161436	FENTON, ROBERT	PV-013828	66.00
161437	GALBRAITH, CHARI	PV-013829	5.00
161438	GLASSEN, NINA	PV-013830	25.00
161439	GUEVARA, MICHAEL	PV-013831	5.00
161440	HALL, BRETT	PV-013832	81.00
161441	HOLT, FLORA	PV-013850	84.00
161442	HUDDLESTON, BLAKE	PV-013833	5.00
161443	HUGHES, AUSTIN	PV-013834	66.00
161444	JONES, PEYTON	PV-013835	5.00
161445	LINDEBORG, VALERIE	PV-013836	30.00
161446	MARTINEZ, HUGO	PV-013837	77.00
161447	MATAYA, KAITLYN	PV-013841	59.00
161448	MCANULLA, EMILY	PV-013842	67.00
161449	MCCARREN, SARAH	PV-013856	70.00
161450	MILLEN, JORDAN	PV-013843	70.00
161451	MOE, KENNETH L	PV-013844	215.00
161452	MOONEY, LINDA	PV-013846	70.00
161453	ORTIZ, JAMES	PV-013847	65.22

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Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
161454	PETERS, BRECK	PV-013848	32.00
161455	ROHDE, SYDNEY	PV-013851	84.00
161456	SAM, JOSHUA	PV-013852	67.00
161457	SAMMUT, JOHN	PV-013853	70.00
161458	SANDERS, LORNA L	PV-013854	22.99
161459	SHARIFI, PARI	PV-013855	59.00
161460	SUIHKONEN, KATELYN	PV-013857	138.00
161461	TALBERT, ASHLEY	PV-013858	48.65
161462	UMINSKY, ALMA	PV-013859	48.93
161463	VALES, FRANK	PV-013861	73.00
161464	WATERBURY, NILSA	PV-013863	64.36
161465	DE NICOLA, BEVERLY	PV-013825	820.11
161466	ECHEVERRIA, TERRI	PV-013826	139.00
161467	MOGHADAM, KATHY	PV-013845	95.00
161468	VERMEULEN, DONALD	PV-013862	29.67
161469	AHERN, SARA	PV-013816	838.00
161470	ELLIS-ESCOBAR	PV-013827	127.50
161471	UNDERWOOD, JANEL	PV-013860	420.00
161472	ZELDA, KATIE	PV-013864	200.00
161473	A Z BUS SALES INC	PO-300963	934.12
161474	A2Z SIGN CO.	PO-304016	143.29
161475	ADVANTAGE RADIATOR	PO-300713	190.31
161476	ALISO NIGUEL AUTO CARE	PO-304237	1,108.83
161477	ARAMARK	PO-300961	267.61
161478	BIOMETRICS4ALL INC	PO-304572	12.00
161479	BLAIRS TOWING	PO-302104	675.00
161480	CAPISTRANO GOLF CARS	PO-303946	4,134.85
161481	DAVE BANG ASSOCIATES INC	PO-304023	7,707.25
161482	DIGITAL NETWORKS GROUP	PO-303625	133.00
161483	FEDERAL EXPRESS CORP	PO-300243	420.30
161484	FLEET SERVICE SPECIALIST LLC	PO-303646	1,860.82
161485	HM Receivables CO.ll, LLC	PO-303536	5,000.00
161486	HYDRO-SCAPE PRODUCTS INC	PO-300448	195.53
161487	INTERSTATE BATTERIES	PC-300975	499.89
161488	IPC USA	PO-301228	26,470.17
161489	IRON MOUNTAIN	PO-302364	259.32
161490	LOS ANGELES FREIGHTLINER	PO-301057	1,305.52
161491	APPLE COMPUTER INC	PO-303591	100.27
		PO-304328	409.99
		PO-304332	126.15
		PO-304499	4,205.30
161492	DELL MARKETING L P	PO-303889	1,648.21
		PO-304324	2,006.02
161493	DEVEREUX FOUNDATION	PO-304416	461.70
161494	HALL, SHANELLE	PV-013865	59.12

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Board of Trustees Warrant Listing
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Board of Trustees Meeting.....04/11/11

Warrant Number	Name of Payee	Reference Number	Amount
161495	LA STARS DEPT OF EDUCATION	PO-302697	695.00
161496	ORANGE COUNTY DEPT OF EDUCATIO	PO-303615	250.00
		PO-303685	125.00
161497	SHILOH TREATMENT CENTER INC	PO-304529	431.30
161498	ALIZADEH, LISA	PV-013866	1,913.72
161499	BENE, CHERI	PV-013867	60.18
161500	BLINN, JIM	PV-013868	70.41
161501	BRADY-NELSON, KAREN	PV-013869	102.00
161502	FARRAND, MONA	PV-013870	337.43
161503	FLUENT, TERRY	PV-013871	41.52
161504	HENCH, SUZANNE	PV-013873	1,878.72
161505	HERNANDEZ, MARLO	PV-013872	230.00
161506	MARTUS, LARISSA	PV-013874	719.46
161507	MC DUFFIE, DARREN	PV-013876	742.80
161508	MELLY, SUSAN	PV-013875	430.26
161509	WASHINGTON, WENDY	PV-013877	1,606.89
161510	YOTA, DENISE	PV-013878	230.00
1,348 Warrants			\$14,253,084.64

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

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
American Logistics Co., LLC	Bid No. 0607-06 Outsource Transportation Services	9/11/2006
AMS.NET Inc.	California Multiple Award Schedule Contract No. 3-03-40-0291K, Cisco Products	5/11/2010
AMS.NET Inc.	California Multiple Award Schedule Contract No. 3-09-70-0291Q, Electronic Data Processing (EDP) Equipment and Service	4/13/2010
AMS.NET Inc.	Western State Contracting Alliance (WSCA) Cisco Networking Communications and Maintenance	11/9/2010
ASR Food Distributors, Inc.	Bid No. 0910-01 Produce	6/8/2009
Atkinson, Andelson, Loya, Rudd & Romo	RFQ No. 10-0809 General Legal Services	12/15/2009
B&H Photo Video Pro-Audio	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Ben's Asphalt, Inc.	Bid No. 1011-01 Asphalt Paving, Sealcoating and Repair	6/15/2010
Bergman & Dacey, Inc.	RFQ No. 10-0809 General Legal Services	12/15/2009
Berkeley Street Beverage Company	Bid No. 0708-23 Frozen Beverage Service	6/16/2008
Best Best & Kreiger	RFQ No. 10-0809 General Legal Services	12/15/2009
Blue Bird Corporation	Waterford USD School Bus Bid	12/11/2006
Bowie, Arneson, Wiles, and Giannone	RFQ No. 10-0809 General Legal Services	12/15/2009
California Western Visuals, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Camcor, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
CCS Presentation Systems, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
CDWG	Western State Contracting Alliance (WSCA) Cisco Networking Communications and Maintenance	11/9/2010
Certified Transportation Services, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Cintas Corporation	RFP No. 3-1011, Uniform Service	12/7/2010
Commercial Fence & Iron Works, Inc.	Bid No. 0708-04 Fencing Materials, Repair, and Installation	6/25/2007
Concepts School and Office Furnishings	Newport-Mesa USD Bid No. 106-10, School and Office Furniture	8/10/2010

**EXHIBIT C
(1 of 5)**

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

VENDOR	BID NO. / BID TITLE	BOARD APPROVAL DATE
Culver-Newlin, Inc.	Newport-Mesa USD Bid No. 106-10, School and Office Furniture	8/10/2010
D&D Security Resources, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Dannis Woliver Kelley (DWK)	RFQ No. 10-0809 General Legal Services	12/15/2009
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 09-01, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/13/2010
David Castaneda Distributing, Inc.	Bid No. 0910-06 Bakery Products	8/11/2009
David Taussig & Associates, Inc.	RFP No. 5-0708 Special Tax Consulting Services for Public Financing	4/21/2008
De La Rosa & Co.	RFQ No. 5-0910 Underwriter Services	12/15/2009
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule Contract No. 3-94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment	7/21/2008
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting	12/8/2008
Edenco, Inc.	RFQ/P No. 2-1011, Construction Manager/District Representative	9/28/2010
ePoly Star, Inc.	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
Fusionstorm	Californai Multiple Award Schedule Contract No. 3-10-70-2039d, Cisco Auto Distribution, Internet Encryption and Firewall, LanWan Wireless Network, Network Component	10/12/2010
Gilbert & Stearns, Inc.	Bid No. 1011-02 Electrical Service	6/29/2010
Gold Star Foods	Bid No. 1011-05 Frozen Food Products	3/10/2008
Gold Star Foods	Bid No. 0708-21 Grocery Products	5/12/2008
Grainger Industrial Supply	Western States Contracting Alliance Bid No. 7066 - Industrial Supplies & Equipment, Lighting Products, Janitorial Supplies and Equipment	5/11/2010
Harbottle Law Group	RFQ No. 10-0809 General Legal Services	12/15/2009
Harris Realty Appraisal	RFQ No. 2-0809 Appraisal Services	5/11/2009
HMC Architects	RFP No. 2-0506 Architectural Services	10/16/2006
Hollandia Dairy	Bid No. 0708-17 Milk and Dairy Products	3/10/2008
Hot Dogger Tours, Inc. dba Gold Coast Tours	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
IPC (USA), Inc.	Multi-District Cooperative Bid No. 114-10, Fuel (Gasoline and Diesel)	7/13/2010
JFK Transportation, Co., Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010

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

VENDOR	BID NO. / BID TITLE	BOARD APPROVAL DATE
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
Luce Forward	RFQ No. 10-0809 General Legal Services	12/15/2009
LPA, Inc.	RFP No. 2-0506 Architectural Services	10/16/2006
MTGL, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Network Hardware Resale, Inc.	U.S. General Services Administration Contract No. GS-35F-0717R, Pre-Owned and Refurbished Cisco Systems Networking Equipment	11/9/2010
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Notification Technologies, Inc.	RFP - Emergency Parent Notification System	9/29/2007
NvLS Professional Services, LLC	RFQ No. 1-0910 E-Rate Consultant	6/22/2009
Office Depot	Santa Ana USD Bid No. 12-08, Purchase of Instructional Supplies	7/21/2008
Orbach, Huff & Suarez LLP	RFQ No. 10-0809 General Legal Services	12/15/2009
P&R Paper Supply Co.	Bid No. 0809-11 Paper and Plastic Products for Food and Nutrition Services	6/8/2009
P&R Paper Supply Co.	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
Pacific MH Construction, Inc.	Bid No. 0708-07 Movement of Relocatable Buildings	6/25/2007
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 0708-06 Plumbing Service	6/25/2007
Paradigm Health Care Services	RFP No. 6-0910 Medi-Cal Billing Services	6/15/2010
Piper Jaffrey & Co.	RFQ No. 5-0910 Underwriter Services	12/15/2009
PJ of Orange County One, LP dba Papa John's Pizza	Bid No. 0809-03 Pizza Service	8/11/2008
PJHM Architects	RFP No. 2-0506 Architectural Services	10/16/2006
Prime Painting Contractors, Inc.	Bid No. 0708-11 Painting	6/25/2007
Quint & Thimmig LLP	RFQ No. 10-0809 General Legal Services	12/15/2009
Refrigeration Supplies Distributors dba RSD	County of Orange Bid No. EFZ0000087, Air Conditioning, Refrigeration Equipment, Parts and Supplies	4/13/2010
Roadways International, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
School Specialty, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009

**EXHIBIT C
(3 of 5)**

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

VENDOR	BID NO. / BID TITLE	BOARD APPROVAL DATE
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
SimplexGrinnell LP	General Services Administration (GSA) Contract No. GS-07F-0396M, Fire and Security Alarm and Signal Systems for Life Cycle Support Providing Design, Coding, Intergration, Testing, Deploying, Repair, Maintenance, Ancillary Services-Labor; Fire Extinguishing and Supressing Products	12/7/2010
Solag/CR&R, Inc.	Bid No. 0607-05 Service to Collect, Recycle & Dispose of Solid Waste Districtwide	7/11/2006
Southern California Gray Line	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Southwest School Supply	Santa Ana USD Bid No. 12-08, Purchase of Instructional Supplies	7/21/2008
Southwest School Supply	Placentia-Yorba Linda USD Bid No. 209-4, Purchase of Instructional and Office Supplies	1/12/2009
Staples Advantage	County of Orange Master Agreement No. MA-017-10011795 - Office Supplies	9/14/2010
Stone & Youngberg, LLC	RFQ No. 5-0910 Underwriter Services	12/15/2009
Stradling Yocca Carlson & Rauth	RFQ No. 10-0809 General Legal Services	12/15/2009
Stutz, Artiano, Shinoff and Holtz	RFQ No. 10-0809 General Legal Services	12/15/2009
Sysco Food Services of L.A.	Bid No. 0708-21 Grocery Products	5/12/2008
Tandus Flooring, Inc.	Bid No. 0708-05 Flooring Materials and Installation	6/25/2007
Transportation Charter Services, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Troxell Communications, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Twining, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Valiant IMC	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Vavrinek, Trine, Day & Co., LLP	RFP No. 2-0708 Audit Services	4/21/2008
Waterline Technologies, Inc.	Los Angeles USD Bid No. IFB C-1030, Purchase of Swimming Pool Chemicals	3/9/2010
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	Western States Contracting Alliance (WSCA) Bid No. 7-09-79-02 - Janitorial Supplies	9/14/2010
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008

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

VENDOR	BID NO. / BID TITLE	BOARD APPROVAL DATE
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

**EXHIBIT C
(5 of 5)**

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **DONATION OF FUNDS AND EQUIPMENT**

BACKGROUND INFORMATION

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

CURRENT CONSIDERATIONS

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

FINANCIAL IMPLICATIONS

Items other than cash gifts have no financial impact on the budget. Gifts of cash provide additional funds in the amount of \$315,849.38 for District schools and will be reflected in the appropriate accounts in the 2010-2011 budget.

STAFF RECOMMENDATIONS

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

<u>DONATED BY</u>	<u>AMOUNT</u>	<u>PURPOSE</u>	<u>SCHOOL</u>
SeaWorld Parks & Ent. Inc.	125.00	a 5th grade field trip	Ambuehl
CR&R Inc.	1,129.30	a 5th grade field trip	Ambuehl
Harold Ambuehl School PTA	309.75	field trip transportation	Ambuehl
Mr. and Mrs. Scott VanVleit	0.00	two iMac computers	Arroyo Vista
Tom Cutkomp	0.00	an Apple computer	Arroyo Vista
Pacific Life Foundation	3,000.00	miscellaneous supplies	Bathgate
Bathgate PTA	6,147.00	field trips	Bathgate
Bathgate Science Camp	330.00	field trip transportation	Bathgate
Craig & Lori Crandall	100.00	new PE equipment	Benedict Elementary
Truman Benedict PTA	503.24	new PE equipment	Benedict Elementary
Edison International	225.00	general supplies	Benedict Elementary
Forster Ranch Ed. Foundation	900.00	a motion detector alarm	Benedict Elementary
Forster Ranch Ed. Foundation	5,320.00	technology	Benedict Elementary
San Clemente Jr. Woman's Club	700.00	general supplies	Benedict Elementary
Truman Benedict PTA	768.32	upgrading communication	Benedict Elementary
Truman Benedict PTA	15,000.00	36 computers	Benedict Elementary

Donation of Funds and Equipment

April 11, 2011

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BESF	540.00	staff jerseys	Bergeson
BESF	20,000.00	primary music	Bergeson
Kerwin Ziemer	0.00	paper	Bergeson
BESF	1,027.64	sub for science camp	Bergeson
Canyon Vista PTA	440.00	field trip transportation	Canyon Vista
Edison International	188.80	miscellaneous supplies	Canyon Vista
Castille Elem. Booster Club	38,231.00	outdoor science camp	Castille
Pacific Life Foundation	2,500.00	miscellaneous supplies	Castille
Rochelle Alford	0.00	a deluxe play kitchen	Castille
Edison International	150.00	miscellaneous supplies	Castille
Wells Fargo Community Support	75.00	technology	Chaparral
Edison International	300.00	technology	Chaparral
Ace Equities, Inc.	207.00	miscellaneous supplies	Chaparral
Chaparral PTA	260.69	miscellaneous supplies	Chaparral
Pacific Life Foundation	5,500.00	technology	Chaparral
Christopher Ahola	100.00	student supplies	Concordia
Concordia PTA	9,300.00	the computer lab	Concordia
RH Dana Elem. PTA	1,000.00	a kindergarten field trip	RH Dana
RH Dana Elem. PTA	1,355.00	Meet the Masters	RH Dana
Jamies Thiercoff "	354.00	instructional materials	Hankey K-8
Tectura	0.00	office furniture	Hankey K-8
Ladera Ranch Elem. PTA	1,705.00	a 2nd grade field trip	Ladera Ranch Elementary
Ladera Ranch Ed. Foundation	3,782.20	technology	Ladera Ranch Elementary
Pacific Life Foundation	3,000.00	laptops and projectors	Ladera Ranch Elementary
Simonson Photography	500.00	technology	Laguna Niguel
LNES PTA	950.00	a 1st grade field trip	Laguna Niguel
LNES PTA	7,700.00	librarian's additional hours	Laguna Niguel
Las Flores Elem. Booster Club	1,320.00	teacher stipends	Las Flores Elementary
Beachfire	100.00	the homework club	Las Flores Elementary
Las Flores Elem. Booster Club	20,204.00	outdoor science camp	Las Flores Elementary
San Clemente Jr. Woman's Club	700.00	miscellaneous supplies	Las Palmas
San Clemente Jr. Woman's Club	700.00	science camp sub	Lobo
Clarence Lobo Booster Club	954.00	outdoor science camp	Lobo
Malcom PTA	1,321.25	field trips & transportation	Malcom
Monarch Beach Sunrise Rotary	1,650.00	cameras	Malcom
Adelina & Charles German	300.00	classroom supplies	Malcom
SDG&E	344.63	substitute	Marblehead
MHPTA	792.00	a 2nd grade field trip	Marblehead
Mr. Daniel Flynn	380.77	miscellaneous supplies	Marblehead
MHPTA	1,344.00	a field trip	Marblehead
MHPTA	2,658.00	Art Masters	Marblehead
Moulton PTA	6,160.75	field trips	Moulton
Moulton PTA	1,675.00	Art Masters	Moulton
Edison International	500.00	classroom supplies	Moulton
Melina Pellini	0.00	classroom supplies	Moulton
Moulton PTA	500.00	outdoor science camp	Moulton
Pacific Life Foundation	3,000.00	technology	Oso Grande
San Juan Children's Ed. Foundatio	1,100.00	outdoor science camp	San Juan Elementary
Edison International	150.00	classroom supplies	San Juan Elementary
Tijeras Creek PTA	4,000.00	a 4th grade field trip	Tijeras Creek
Tijeras Creek PTA	1,300.00	a 1st grade field trip	Tijeras Creek
Tijeras Creek PTA	500.00	a kindergarten field trip	Tijeras Creek

Donation of Funds and Equipment

April 11, 2011

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Freedom Communications, Inc.	110.00	intervention programs	Tijeras Creek
CR&R Inc.	930.50	intervention programs	Tijeras Creek
Screamin Coupons, Inc.	431.95	intervention programs	Tijeras Creek
Tijeras Creek Boosters Club	16,075.00	outdoor science camp	Tijeras Creek
Tijeras Creek PTA	1,685.60	library computers	Tijeras Creek
Debbie Hagman	0.00	hard bound books	Viejo Elementary
VDM 5th Grade Science Camp	37,299.00	outdoor science camp	Vista del Mar Elementary
Vista del Mar PTA	3,677.79	Meet the Masters	Vista del Mar Elementary
San Clemente Jr. Woman's Club	700.00	miscellaneous supplies	Vista del Mar Elementary
Science Boosters	600.00	a 2nd grade field trip	Wagon Wheel
Wagon Wheel PTA	4,592.00	Skyhawks	Wagon Wheel
Tustin Lexus	118.00	miscellaneous supplies	Wagon Wheel
George White Booster Club	240.00	computer lab Pixie license	George White
Pacific Life Foundation	3,000.00	technology	George White
Wood Canyon Foundation	700.00	music supplies	Wood Canyon
Edison International	200.00	technology	Aliso Viejo Middle School
Pacific Life Foundation	2,500.00	technology	Aliso Viejo Middle School
AVMS PTA	0.00	Dell computers & monitors	Aliso Viejo Middle School
Mr. David Kiehle	225.00	miscellaneous supplies	Arroyo Vista Middle School
Pacific Life Foundation	3,000.00	technology	Don Juan Avila Middle
Ca. Community Foundation	500.00	books	Bernice Ayer Middle
LRMS PTA	2,714.28	computers	Ladera Ranch Middle
LRMS PTA	863.73	an Elmo	Ladera Ranch Middle
Pacific Life Foundation	3,500.00	technology	Ladera Ranch Middle
Ladera Ranch Ed. Foundation	3,290.00	the science lab	Ladera Ranch Middle
Pacific Life Foundation	2,500.00	technology	Las Flores Middle
Newhart Middle School PTA	105.00	the absence line	Newhart
Newhart Middle School PTA	350.00	staff development	Newhart
Lynn Olinger	0.00	a laptop	Niguel Hills
Niguel Hills MS Boosters	1,000.00	a computer	Niguel Hills
Tom & Laura Hanaford	0.00	a digital photo frame	Shorecliffs
Shorecliffs PTA	215.00	a visualizer	Shorecliffs
MAKO Educational Foundation	500.00	the homework club	Vista del Mar Middle
MAKO Educational Foundation	291.95	Social Science DVD's	Vista del Mar Middle
MAKO Educational Foundation	2,661.90	computers	Vista del Mar Middle
MAKO Educational Foundation	150.00	counseling	Vista del Mar Middle
MAKO Educational Foundation	609.00	an LCD Projector	Vista del Mar Middle
MAKO Educational Foundation	4,050.00	My Access/Vantage	Vista del Mar Middle
Edison International	379.96	classroom supplies	Aliso Niguel High School
Pacific Life Foundation	5,000.00	classroom supplies	Aliso Niguel High School
CR & R	1,000.30	miscellaneous supplies	Capistrano Valley High School
Pacific Life Foundation	6,000.00	miscellaneous supplies	Capistrano Valley High School
Pacific Life Foundation	6,000.00	wireless technology	Dana Hills High School
Western Digital Corp.	240.00	instructional materials	Dana Hills High School
Tesoro High School PTSA	8,465.08	classroom supplies	Tesoro High School
Pacific Life Foundation	4,000.00	wireless technology	Tesoro High School
Ramona Buchlmayer	0.00	a rear steer trike	Special Education Dept.
	<u>315,849.38</u>		

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **MICROSOFT SOFTWARE DONATION**

BACKGROUND INFORMATION

On March 24, 2011, Microsoft opened its eighth U.S. store at the South Coast Plaza Shopping Center in Costa Mesa. In support of the local Orange County community and to celebrate the launch of its new store, Microsoft selected Capistrano Unified to be a key partner and has offered the District a donation in software licensing, a retail value of \$300,000. For public relations purposes, Microsoft is providing multiple software donations to educationally-based organizations in the area.

The software donation includes very specific Microsoft applications, such as Exchange, InfoPath, SharePoint, Server Management Software, and many more technical applications. The donation of software is listed at retail price. For example, OfficePro 2010 is offered at \$588 per license; the District's educational pricing on this same application is under \$53 per license. The donation amount of \$300,000 at retail price equates to roughly \$60,000 in educational discount dollars. In order to best harness this donation in the most effective and efficient manner possible, the Technology & Information Services (TIS) Department met with both Microsoft and Dell to assess the software options provided. TIS had to determine which software applications would be compatible on existing District hardware while at the same time getting the most "bang for the buck" from this gift. Staff is proposing to expand the SharePoint Professional Learning Community project to enhance collaboration and the sharing of best practices across the District to improve student performance. The donation would allow the District to acquire an additional 700 Microsoft SharePoint user licenses (on top of the 800 licenses already received from the CVHS Samsung Grant) to be used by teachers and staff. The licensing is perpetual, in that there will be no reoccurring fees to sustain the software. Microsoft has been a long-time partner with the District. This donation provides an opportunity for the District to further expand services and empower student learning.

CURRENT CONSIDERATION

This agenda item requests acceptance of the \$300,000 donation in Microsoft software licensing to support the expansion of the SharePoint 2010 solution to enhance communication and collaboration among staff to support student learning.

FINANCIAL IMPLICATIONS

There is no fiscal impact.

STAFF RECOMMENDATIONS

It is recommended the Board accept the Microsoft software donation.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent
FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services
SUBJECT: **GOVERNMENT CLAIM: 10-87596DP**

BACKGROUND INFORMATION

This agenda item pertains to claims filed against the District by attorney Jeffrey S. Dawson, on behalf of Ms. Michelle Pike (Exhibit A) and for her two minor children. The claimant alleges injury to herself and children when her vehicle was rear ended by a District school bus at the intersection of Avery Parkway near Plata Drive, Mission Viejo on September 28, 2010.

These claims are brought before the Board of Trustees because the amount of these claims is in excess of \$25,000.

CURRENT CONSIDERATIONS

It is the recommendation of the District's liability claims administrator to deny these claims to establish the statute of limitations and to initiate discussions regarding an appropriate resolution.

FINANCIAL IMPLICATIONS

Denial of this claim does not have any financial implications on the general fund budget at this time.

STAFF RECOMMENDATIONS

It is recommended the Board of Trustees deny this claim filed against the District. Staff will follow up with appropriate action and keep the Board apprised of future developments.

RECEIVED

CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 VALLE ROAD
SAN JUAN CAPISTRANO, CALIFORNIA 92675

MAR 14 2011

INSURANCE DEPARTMENT

CLAIM FORM

* FUTURE CORRESPONDENCE TO
JEFFREY S. DAWSON, ESQ.
9841 IRVINE CENTER DR., STE. 210
IRVINE CA 92618
(949) 861-2191

PLEASE TYPE OR PRINT

- A. Claims for death, injury to person, or to personal property must be filed not later than 6 months after the occurrence (Gov. Code Sec. 911.2)
- B. Claims for damages to real property must be filed not later than one year after the occurrence (Gov. Code Sec. 911.2).

TO: BOARD OF TRUSTEES, CUSD

MICHELLE RENA PIKE, 26945 STONEHAVEN, MISSION VIEJO, CA 92691 (949) 347-7252 Age 51

Name of Claimant	Address	Zip	Phone	Age
MICHELLE RENA PIKE	26945 STONEHAVEN	MISSION VIEJO, CA 92691	(949) 347-7252	51

1. WHEN did damage or injury occur? 09/28/10 AT APPROX. 2:57 P.M.
2. WHERE did damage or injury occur? AVERY PARKWAY, NEAR PLATA DRIVE, MISSION VIEJO, CA
3. HOW and under what circumstances did damage or injury occur? CLAIMANT'S VEHICLE WAS STOPPED FOR TRAFFIC ON AVERY PARKWAY. CLAIMANT'S VEHICLE WAS STRUCK IN THE REAR BY THE SCHOOL BUS OPERATED BY CUSD EMPLOYEE VICTORIA ISCH-HEWELL AND CLAIMANT'S VEHICLE WAS PUSHED FORWARD INTO REAR OF TARA LYNN BECK'S VEHICLE.
4. WHAT particular action by the school or its employees caused the alleged damage or injury? (Include names of employees, if known) * CUSD EMPLOYEE VICTORIA ISCH-HEWELL CUSD EMPLOYEE FAILED TO BRING THE SCHOOL BUS SHE WAS OPERATING TO A STOP BEHIND STOPPED TRAFFIC AND STRUCK THE REAR OF CLAIMANT'S VEHICLE, CAUSING CLAIMANT'S VEHICLE TO STRIKE THE REAR OF THE VEHICLE DRIVEN BY TARA LYNN BECK. SEE ATTACHED TRAFFIC COLLISION REPORT. CUSD EMPLOYEE VIOLATED VEHICLE CODES 22350 - UNSAFE SPEEDS.
5. WHAT sum do you claim? Include the estimated amount of any prospective loss insofar as it may be known at the time of the presentation of this claim, together with the basis of computation of the amount claimed: (Attach estimates or bills, if possible).

PER GOVERNMENT CODE, SECTION 910, CLAIMANT MAKES A CLAIM FOR DAMAGES IN EXCESS OF \$10,000, WITH JURISDICTION IN THE UNLIMITED JURISDICTION OF THE ORANGE COUNTY SUPERIOR COURT.

EST MEDICAL SPECIALS: \$5,897.00 Total Amount Claimed \$
FUTURE MEDICAL SPECIALS: \$2,500.00 GENERAL DAMAGES: \$50,000.00

6. NAMES and addresses of witnesses, doctors, and hospitals:

PASSENGER IN CLAIMANT'S VEHICLE, 26945 STONEHAVEN, MISSION VIEJO, CA 92691
PASSENGER IN CLAIMANT'S VEHICLE, 26945 STONEHAVEN, MISSION VIEJO, CA 92691
TARA LYNN BECK, 28761 ESCALONA DRIVE, MISSION VIEJO, CA 92692
*SEE TCR FOR ADDITIONAL WITNESSES.

7. Signature of Claimant By ATTORNEY Date 3-10-11
JEFFREY S. DAWSON, LAW OFFICE OF JEFFREY S. DAWSON 10-87596 DP

NOTICE: Section 72 of the California Penal Code provides: "Every person who, with intent to defraud, presents for payment to any School District any false or fraudulent claim, is guilty of a felony punishable by fine and/or imprisonment."

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RETURN O

EXHIBIT A

INSURANCE OFFICE

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **RESOLUTION 1011-45, DELEGATING AUTHORITY TO THE
SUPERINTENDENT TO ENTER INTO CHANGE ORDERS NOT
TO EXCEED \$25,000 ON BEHALF OF THE DISTRICT**

BACKGROUND INFORMATION

The Public Contract Code permits the District to approve construction change orders up to ten percent of the total cost of the contract. The Education Code permits a school district's governing board to delegate any of its statutory duties to designated persons, including approval of change orders.

This resolution is presented to authorize the Superintendent to execute change orders on behalf of the District so long as the change order does not exceed \$25,000 and the cumulative project change orders do not exceed ten percent of the construction project. Change orders over \$25,000 shall be approved by the Board prior to execution by the District.

CURRENT CONSIDERATIONS

Approval of this item will eliminate unnecessary delays in construction projects in the District and is presented now in anticipation of construction of the San Juan Hills High School pool facility and the Capistrano Valley High School theater project. The District has implemented a variety of systems and processes to appropriately oversee construction projects, costs, changes, and payments. The Board materials include a binder entitled "Preconstruction Meeting Agenda," that illustrates many of the protocols and systems that have been developed and implemented. While every effort has, and will, be taken to reduce the likelihood of change orders, they are an inevitable in large scale construction projects like the pool and theater. Such change orders frequently impact other aspects of the construction projects, which can cause significant delays in the work when staff has to wait for the next scheduled meeting of the Board to get approval.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

It is recommended the Board approve Resolution 1011-45, Delegating Authority to the Superintendent to Enter into Change Orders Not to Exceed \$25,000 on Behalf of the District.

RESOLUTION NO. 1011-45
A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
DELEGATING AUTHORITY TO THE SUPERINTENDENT TO ENTER INTO
CHANGE ORDERS NOT TO EXCEED \$25,000 ON BEHALF OF THE DISTRICT

WHEREAS, Public Contract Code §20118.4 states that a governing board may enter into change orders in an amount not to exceed ten percent (10%) of the contract; and

WHEREAS, Education Code §35161 permits a school district's governing board to delegate any of its statutory powers and duties; and

WHEREAS, the Capistrano Unified School District ("District") Board of Trustees ("Board") desires to delegate its statutory authority to enter into change orders not to exceed ten percent (10%) of the contract to the Superintendent; and

WHEREAS, in light of the Education Code §35161, the District desires to delegate to the Superintendent authority to enter into change orders not exceeding \$25,000 but require Board ratification of any and all change orders approved by District staff.

THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT AS FOLLOWS:

Section 1. The Board hereby delegates to the Superintendent authority to execute change orders on behalf of the District so long as the change order does not exceed \$25,000 and the cumulative project change orders do not exceed ten percent (10%) of the contract.

Section 2. Change orders executed by the Superintendent are subject to Board ratification in order to bind the District.

Section 3. Change orders over \$25,000 shall be approved by the Board prior to execution by the District.

PASSED AND APPROVED by the Board of Trustees of the Capistrano Unified School District of Orange County, California this 11th day of April, 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Jack R. Brick, President 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 the resolution passed and adopted by the Board of Trustees of the Capistrano Unified School District at a regular meeting of said Board held on the 11th day of April, 2011.

President of the Board of Trustees of
the Capistrano Unified School District

I, Joseph M. Farley, Ed.D., Secretary 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 a resolution passed and adopted by the Board of Trustees of the Capistrano Unified School District at a regular meeting of said Board held on the 11th day of April, 2011.

Superintendent and Secretary of the
Board of Trustees of the
Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **ORANGE COUNTY HEALTH CARE AGENCY AGREEMENT WITH
CUSD FOR CONTINUATION OF AB 3632 MENTAL HEALTH
SERVICES FOR SPECIAL EDUCATION STUDENTS**

BACKGROUND INFORMATION

On October 8, 2010, Governor Schwarzenegger vetoed funding for AB 3632 mental health services. The Governor also declared the mandate for counties to provide these educationally related services be suspended for the 2010-2011 fiscal year. Since AB 3632 provided the vehicle for special education students to receive intensive therapeutic services, from outpatient individual and family counseling to residential treatment programs, this unexpected suspension of funding caused great challenges to school districts to provide these mandated services. In December 2010, the Orange County Department of Education, in an effort to avoid disruption of mental health services, agreed to reimburse Orange County Health Care Agency Agreement (OCHCA) with Individuals with Disabilities Education Act (IDEA) funds released from the state for provision of mental health services. In return, OCHCA agreed their agency would continue to provide outpatient mental health services as determined on students' Individual Education Programs through February 28, 2011, or until IDEA funds are exhausted.

CURRENT CONSIDERATIONS

As of January 2011, OCHCA ceased to reimburse Residential Treatment Center (RTC) for board and care costs, and these expenses became the fiscal responsibility of school districts in addition to the non-public school costs. OCHCA continued to provide outpatient services, including counseling, medication administration, and case management, as well as support and supervision of students in RTCs. Further, on February 25, 2011, the California Court of Appeal ruled that the Governor's veto was properly exercised and constituted a legal suspension of the AB 3632 mandate.

OCHCA has now confirmed that IDEA funding for mental health services will be fully expended by March 31, 2011. Thus OCHCA is proposing that the District enter into a formal agreement that would allow continuation of outpatient services for this District's approximately 190 to 200 students currently receiving such related services per their IEPs. The proposed agreement (Exhibit A) would require OCHCA to continue to participate in the IEP process and to provide educationally related outpatient mental health services to eligible students. The agreement would require the District to reimburse OCHCA for the provision of services from April 1, 2011, through June 30, 2011. The agreement would also require OCHCA to reimburse the District should the courts make a final ruling that AB 3632 services were not appropriately suspended for this school year.

The proposed agreement would be beneficial since the District does not have access to the same reimbursement rate from Medi-Cal as does OCHCA, nor does it have the necessary infrastructure or expertise to provide such highly specialized services, and it would allow time for District staff to explore possible alternative options for the provision of these mandated services. Also the current Governor's proposed budget for fiscal year 2011-2012 does include a realignment structure that would reinstate AB 3632 services and dedicate funding to counties from other sources.

FINANCIAL IMPLICATIONS

It is estimated that the cost to the District would be approximately \$936,000, from April 1, 2011, through June 30, 2011, depending on the exact number of students served and the type of services provided.

STAFF RECOMMENDATIONS

It is recommended the Board of Trustees approve the Agreement for Provision of Educationally Related Mental Health Services between Orange County Health Care Agency and Capistrano Unified School District (Exhibit A).

1 AGREEMENT FOR PROVISION OF
2 EDUCATIONALLY-RELATED MENTAL HEALTH SERVICES
3 BETWEEN
4 COUNTY OF ORANGE HEALTH CARE AGENCY
5 AND
6 CAPISTRANO UNIFIED SCHOOL DISTRICT
7 APRIL 1, 2011 THROUGH JUNE 30, 2011
8

9 THIS AGREEMENT is entered into this 1st day of April 2011, which date is enumerated for
10 purposes of reference only, is by and between the COUNTY of ORANGE (COUNTY) and
11 CAPISTRANO UNIFIED SCHOOL DISTRICT (DISTRICT). This AGREEMENT shall be
12 administered by the County of Orange Health Care Agency (HCA). (Note: The terms "COUNTY" and
13 "HCA" are used interchangeably in this AGREEMENT.)

14 WHEREAS, Government Code Section 7570 et seq. (also known as "AB 3632") and its
15 implementing regulations remain codified; which shifts state's obligation to county mental health
16 agencies to conduct mental health assessments and to provide necessary mental health-related services,
17 including referral, where appropriate to, residential care-based treatment (placement including the
18 provision of psychotherapy) to students with disabilities, as determined by an individualized education
19 programs ("IEP"), pursuant to Government Code sections 7570, 7572, and 7572.5;

20 WHEREAS, the State Legislature, in the Budget Act, provides for the pass-through of federal
21 Individuals with Disabilities Education Act ("IDEA") funding for the provision of educationally-related
22 mental health services to students with disabilities as determined by an IEP pursuant to AB 3632 by
23 transmitting the funds to county offices of education from the State Superintendent of Public Instruction;

24 WHEREAS, in previous fiscal years the Budget Act required each county office of education and
25 county mental health agency to enter into a Memorandum of Understanding for the purpose of
26 transferring these federal IDEA grant funds, subject to the fulfillment of the grant's terms and
27 conditions, to the county mental health agency for educationally-related mental health services as set
28 forth in AB 3632 that are provided to students with disabilities as determined by an IEP;

29 WHEREAS, in Budget Acts for fiscal years preceding the current Budget Act for fiscal
30 year 2010-11 the state has also provided General Fund support to the counties to provide an array of
31 educationally-related mental health services to students with disabilities pursuant to an IEP. And
32 counties obtained reimbursement for that portion in excess of IDEA funding pursuant to the SB 90
33 claiming process;

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1 WHEREAS, on October 8, 2010, California Governor Arnold Schwarzenegger ("Governor")
2 exercised the line-item veto in relation to Item 8885-295-0001 of the Budget Act for fiscal year 2010-11
3 by deleting \$132,941,000 in appropriations scheduled to reimburse local mental health agencies for
4 costs incurred in fiscal years 2004-05 through 2008-09 associated with providing educationally-related
5 mental health services mandated by AB 3632, and in so doing stated "(t)his mandate is suspended";

6 WHEREAS, the Legislature failed to appropriate state funds in the approximate amount of
7 \$70 million required by Welfare and Institutions Code section 18355 necessary to pay counties for the
8 board and care costs for seriously emotionally disturbed students;

9 WHEREAS, there are three lawsuits pending in the courts regarding the Governor's veto of the
10 \$132,941,000;

11 WHEREAS, the Judge in the case of *County of Sacramento, et al., v. State of California, et al.*,
12 Sacramento Superior Court case Number 34-2010-00090983 issued an Order on February 9, 2011 and
13 found that the state mandate upon counties to provide services pursuant to Welfare and Institutions
14 Code section 18355 (residential board and care costs) is suspended based on the Legislature's failure to
15 fund the program;

16 WHEREAS, the California Court of Appeal, Second Appellate District, Division Three issued a
17 ruling on February 25, 2011 in the case of *California School Boards Association, et al., v. Edmund G.*
18 *Brown Jr., as Governor etc., et al.*, case number B228680 and held that the Governor's veto was
19 properly exercised, and had the legal effect of suspending operation of the mandate;

20 WHEREAS, the Parties to this Agreement are unaware whether appeals will be filed in any of the
21 pending lawsuits and therefore do not know what the final conclusion will be on the subject of the status
22 of the AB 3632 mandate for fiscal year 2010-2011;

23 WHEREAS, the validity of the Governor's suspension of the AB 3632 mandate and the status of the
24 mandate are currently matters of disagreement between the Parties;

25 WHEREAS, on October 29, 2010, the State Superintendent of Public Instruction ("SPI") announced
26 that the California Department of Education ("CDE") will continue to allocate \$76 million in available
27 federal IDEA funds to maintain essential mental health services for students with disabilities despite the
28 Governor's suspension of the AB 3632 mandate and his line-item veto of almost \$133 million in
29 mandate reimbursement for services provided by county mental health agencies;

30 WHEREAS, the SPI stated that the \$76 million to be disbursed by the CDE will ensure mental
31 health services that are included within a student's IEP, pursuant to the IDEA, are appropriately
32 provided during the 2010-11 fiscal year by county mental health agencies consistent with current statute;

33 WHEREAS, the federal IDEA funds are insufficient to entirely fund the AB 3632 services provided
34 by county mental health for the 2010-11 fiscal year;

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EXHIBIT A

(2 of 9)

1 WHEREAS, in spite of the existing disagreements regarding the status of the AB 3632 mandate,
2 Orange County Department of Education (OCDE) has agreed to pass through fiscal year 2010-2011
3 IDEA funds, as they are received from the State, to reimburse HCA for its provision of educationally-
4 related mental health services until approximately \$12 million in IDEA funds are exhausted;

5 WHEREAS, HCA currently estimates that fiscal year 2010-2011 IDEA funds will be exhausted on
6 March 31, 2011;

7 WHEREAS, the Parties have collaborated and enter in to this AGREEMENT in order to: (1) restate
8 their understanding regarding the transfer of the federal IDEA funds from OCDE to HCA which shall be
9 used exclusively for the purpose of funding mental health services identified within an IEP (excepting
10 residential board and care costs), and for which expenses have been or would be incurred in fiscal
11 year 2010-11, and (2) to outline the Parties understanding regarding how these educationally-related
12 mental health services will be paid after IDEA funds have been exhausted.

13 WHEREAS, the Parties wish to avoid additional litigation and avoid unnecessary expenses;

14 NOW, THEREFORE, based on such recitals, and other mutual considerations and promises herein,
15 the Parties agree as follows:

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EXHIBIT A

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EXHIBIT A

(4 of 9)

1 **I. HCA'S PROVISION OF SERVICES**

2 A. HCA agrees to continue to provide educationally-related mental health services from
3 April 1, 2011 through and including June 30, 2011. Educationally-related mental health services for
4 eligible students may include, but not be limited to attending IEP meetings, assessments, individual
5 therapy, group therapy, collateral services, case management, medication management, and residential
6 placement mental health services (excluding board and care).

7 B. HCA agrees to provide monthly "Student by School District" Reports to DISTRICT to review
8 and validate that HCA's Integrated Records Information System ("IRIS") has AB 3632 students
9 documented in the correct district of residence, per the most current IEP found in the county mental
10 health record.

11 C. HCA agrees to provide two "AB 3632 Service Detail" reports to DISTRICT which provide
12 detail of covered mental health services provided to eligible students.

13 D. HCA agrees to seek out and apply for other sources of county, state or federal funding that may
14 be available, including but not limited to, funding from Medi-Cal or the Department of Social Services
15 and consistent with applicable laws. Such funding and/or reimbursement received by HCA for
16 educationally-related mental health services shall offset any amount DISTRICT is required to fund
17 under this Agreement. The accounting of expenditures to DISTRICT shall reflect the costs of services,
18 the amount and payment of any offsets, and the net cost for the reimbursement.

19
20 **II. RESIDENTIAL PLACEMENT AND PAYMENT OF ROOM AND BOARD**

21 During the term of this AGREEMENT, HCA will make recommendations for students requiring
22 residential placement directly to DISTRICT. DISTRICT will be responsible for making payments to
23 residential treatment facilities for the board and care costs of students placed from their district.

24
25 **III. TRANSFER OF IDEA FUNDS FOR AB 3632 SERVICES**
26 **UNTIL IDEA FUNDS ARE EXHAUSTED**

27 OCDE has committed to pass through federal IDEA funds as they are received to HCA for the
28 provision of AB 3632 Services. This amount totals approximately \$12 million for the 2010-2011 fiscal
29 year.

30 A. The transfer of such IDEA funds shall only be for educationally-related mental health services
31 for eligible students.

32 B. HCA will provide a report to OCDE and the School Districts as to when it projects the federal
33 IDEA funds allocated and distributed to OCDE for mental health services for eligible students will be
34 exhausted. Current estimates suggest that these IDEA funds will be exhausted on March 31, 2011. The
35 Parties anticipate HCA will distribute this report on or before March 4, 2011.

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EXHIBIT A

(5 of 9)

1 **IV. REIMBURSEMENT FOR AB 3632 SERVICES**

2 **AFTER IDEA FUNDS ARE EXHAUSTED**

3 DISTRICT will reimburse HCA for the provision of educationally-related mental health services
4 (which exclude the cost of residential board and care) that exceed the amount of federal IDEA funds
5 allocated and distributed from CDE to OCDE for AB 3632 Services for fiscal year 2010-2011. This
6 amount shall be referred to as "Additional Costs." Current estimates suggest that IDEA funds will be
7 exhausted on March 31, 2011.

8 A. DISTRICT will reimburse HCA for Additional Costs within twenty-nine (29) days of receipt of
9 submitted claims (as set forth more specifically in Section V. below) subject to verification by OCDE
10 and the School Districts.

11 B. The Additional Costs shall be for educationally-related mental health services described in
12 Subparagraph I.A., noted above, and all allowable costs as noted in Subparagraph V. below.

13
14 **V. SUBMISSION OF CLAIMS**

15 A. HCA will submit a claim for services under this AGREEMENT by July 1, 2011 to DISTRICT.
16 DISTRICT shall reimburse HCA, on a full cost recovery basis, for all costs incurred in providing
17 educationally-related mental health services which are not reimbursed by Medi-Cal or Early and
18 Periodic Screening, Diagnosis, and Treatment ("EPSDT"). Payment must be received by
19 July 29, 2011. Reimbursable costs include both direct and indirect costs as previously allowed under the
20 AB 3632 program.

21 B. HCA will use its annual Mental Health Cost Report to reconcile all services provided during the
22 term of this AGREEMENT and will provide a final reconciliation to DISTRICT by January 23, 2012 or
23 sooner if possible. Parties agree to pay any difference of costs as determined by the final reconciliation
24 without waiver of its right to seek use of the dispute resolution process or other remedies provided by
25 law.

26 C. If requested by DISTRICT, COUNTY agrees to submit estimated monthly expenditures for
27 April 2011 and May 2011 by May 13th and June 10th respectively. The estimated monthly
28 expenditures will be in the same general format as the claim, but include only totals for the categories of
29 expenditure.

30 D. Claims and monthly expenditure reports should be mailed to DISTRICT at the following
31 address:

32
33 Capistrano Unified School District
34 33122 Valle Road
35 San Juan Capistrano, CA 92675

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EXHIBIT A

'6 of 9'

E. Payments and notices should be mailed to COUNTY at the following address:

David Frances
HCA BHS/PS
405 West 5th Street, 7th Floor
Santa Ana, CA 92701

VI. MISCELLANEOUS

A. If a court of competent jurisdiction reaches a final and binding decision that the Governor lacked authority to suspend the AB 3632 mandate, or a court, the Legislature or the Governor make a final determination that the State Department of Mental Health and its local county mental health agencies are responsible for providing AB 3632 Services during fiscal year 2010-11 and find that State reimbursement will be available, the Parties agree that HCA will reimburse DISTRICT for any Additional Costs that have been paid to HCA for provision of educationally-related mental health services during the term of this AGREEMENT within ninety (90) days.

B. If reimbursement is due pursuant to Section VI.A. above, HCA will submit an SB 90 claim to the State for AB 3632 costs incurred during fiscal year 2010-11. If requested, DISTRICT will reasonably cooperate with HCA's efforts to seek reimbursement from the State of California through the SB 90 claiming process.

C. Parties agree that neither side is waiving its legal arguments, remedies or right to reimbursement in connection with this Agreement or as to the effect of the Governor's suspension of the AB 3632 mandate and line item veto of funding.

D. Referrals and assessment reports. HCA and DISTRICT agree to abide by the policies and procedures for making student referrals and providing the necessary assessment reports as mandated in Government Code Section 7576 and clarified in Title 2, Division 9, CCR, Section 60040 in connection with the services and understandings outlined in this AGREEMENT.

E. Privacy. HCA and DISTRICT acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 14-109, students records under the Family Educational Rights and Privacy Act, 20 USC Section 1232g; and under provisions of state law relating to privacy. COUNTY and DISTRICT shall ensure that all activities undertaken under this AGREEMENT will conform to the requirements of these laws.

F. Indemnity.

1. COUNTY and DISTRICT shall each defend, hold harmless and indemnify the other party, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and

1 including but not limited to consequential damages, loss of use, extra expense, cost of facilities, death,
2 sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from
3 or connected with its service hereunder, that arise out of or result from, in whole or in part, the
4 negligent, wrongful or willful acts or omissions of the indemnifying party, its employees, agents,
5 subcontractors, independent contractors, consultants, or other representatives.

6 2. This indemnity provision shall survive the term of this AGREEMENT and is in addition to
7 any other rights or remedies that COUNTY or DISTRICT may have under law and/or this
8 AGREEMENT.

9 G. Laws and Venue. This AGREEMENT shall be interpreted in accordance with the laws of the
10 State of California. If any action is brought to interpret or enforce any term of this AGREEMENT, the
11 action shall be brought in a state or federal court situated in the County of Orange, State of California,
12 unless otherwise specifically provided for under California law.

13 H. Third Party Rights. Nothing in this AGREEMENT shall be construed to give any rights or
14 benefits to anyone other than DISTRICT and COUNTY.

15 I. Severability. The unenforceability, invalidity or illegality of any provision(s) of this
16 AGREEMENT shall not render the other provisions unenforceable, invalid, or illegal.

17 J. Term. This AGREEMENT shall cover the period of April 1, 2011 through June 30, 2011.

18 K. Dispute Resolution. HCA and DISTRICT agree that resolution of disputes on the
19 implementation of this AGREEMENT will be initially conducted through collaborative efforts between
20 the Parties. In the event a collaborative resolution cannot be achieved, the Parties agree that Title 5 of
21 the California Code of Regulations at §4600, et seq. relating to "Uniform Complaint Procedures" will be
22 applied.

23 L. Default; force majeure.

24 1. Neither party shall be deemed to be in default of the terms of this AGREEMENT if either
25 party is prevented from performing its terms by causes beyond its control, including without being
26 limited to: acts of God; any laws and/or regulations of State or Federal government; or any catastrophe
27 resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of
28 the stated contingencies occur, the party delayed by force majeure shall immediately give the other
29 parties written notice of the cause for delay. The party delayed by force majeure shall use reasonable
30 diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is
31 corrected, the party delayed shall immediately give the other parties written notice thereof and shall
32 resume performance of the terms of this AGREEMENT.

33 2. Neither party shall be liable for any excess costs if the failure to perform the
34 AGREEMENT arises from any of the contingencies listed above.

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EXHIBIT A

(8 of 9)

1 IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their
2 duly authorized officers in the County of Orange, California.

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4 CAPISTRANO UNIFIED SCHOOL DISTRICT

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7 BY: _____

DATED: _____

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10 TITLE: _____

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18 COUNTY OF ORANGE

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21 BY: _____

DATED: _____

22 HEALTH CARE AGENCY

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31 APPROVED AS TO FORM
32 OFFICE OF THE COUNTY COUNSEL
33 ORANGE COUNTY, CALIFORNIA

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36 BY: _____

DATED: _____

37 DEPUTY

EXHIBIT A

(9 of 9)

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **INCOME AGREEMENT, INTERPRETER TRAINING SESSIONS –
ORANGE COUNTY DEPARTMENT OF EDUCATION**

BACKGROUND INFORMATION

The District requires special services and advice related to professional development training in interpretation and translation. The Orange County Department of Education (OCDE) has specially trained, experienced, and competent staff who will train newly hired bilingual community services liaisons on the technical and specialized vocabulary used in oral and written Spanish and English translation and interpretation. Areas of need include, but are not limited to, Student Study Team, Student Attendance Review Board, and Individualized Educational Program meetings, expulsion hearings, and parent conferences.

CURRENT CONSIDERATIONS

This agenda item requests approval of the attached Income Agreement with the OCDE (Exhibit A) to provide interpreter training sessions to District staff and educational interpreters. The training focuses on developing the skills needed to interpret for Individualized Educational Programs, parent conferences, or other school-related activities.

FINANCIAL IMPLICATIONS

Financial Impact: \$100 per participant, not to exceed \$4,000
Funding Source: Economic Impact Aid categorical funding

STAFF RECOMMENDATIONS

It is recommended the Board approve the Income Agreement with the OCDE to provide interpreter training sessions.

1
2 AGREEMENT NUMBER: 36637

3 INCOME AGREEMENT
4 CAPISTRANO UNIFIED SCHOOL DISTRICT

5 This AGREEMENT is hereby entered into this 18th day of
6 March, 2011, by and between the Orange County Superintendent of
7 Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter
8 referred to as SUPERINTENDENT, and the Capistrano Unified School
9 District, 33122 Valle Road, San Juan Capistrano, California 92675,
10 hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT
11 shall be collectively referred to as the Parties.

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

18 WHEREAS, DISTRICT is in need of such special services and
19 advice related to professional development training; and

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

23 NOW, THEREFORE, the parties hereby agree as follows:

24 1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an
25 independent contractor to perform the following described work, and
SUPERINTENDENT hereby agrees to perform said work upon the terms and
conditions hereinafter set forth. Specifically, SUPERINTENDENT

1 shall perform the following services for Instructional Services
2 Program:

3 1.1 Provide interpreter training sessions at three (3)
4 hours each to DISTRICT staff and educational
5 interpreters on April 12, 2011; April 19, 2011 and
6 April 26, 2011.

7 2.0 TERM. This AGREEMENT shall commence on April 12, 2011, and
8 end on April 26, 2011.

9 3.0 COMPENSATION. DISTRICT agrees to pay SUPERINTENDENT for
10 services satisfactorily performed pursuant to Section 1.0 of this
11 AGREEMENT a total sum not to exceed Four thousand dollars
12 (\$4,000.00). Reimbursement shall be made at the rate of One hundred
13 dollars (\$100.00) per participant. Payment shall be mailed to:
14 Orange County Superintendent of Schools, Attn: Accounting Manager,
15 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, California 92628-9050,
16 or at such other place as SUPERINTENDENT may designate in writing.

17 4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance
18 of this AGREEMENT, shall be and act as an independent contractor.
19 SUPERINTENDENT understands and agrees that he/she and all of his/her
20 employees shall not be considered officers, employees or agents of
21 the DISTRICT, and are not entitled to benefits of any kind or nature
22 normally provided employees of the DISTRICT and/or to which
23 DISTRICT'S employees are normally entitled, including, but not
24 limited to, State Unemployment Compensation or Workers'
25 Compensation. SUPERINTENDENT assumes the full responsibility for
the acts and/or omissions of his/her employees or agents as they

1 relate to the services to be provided under this AGREEMENT.
2 SUPERINTENDENT shall assume full responsibility for payment of all
3 federal, state and local taxes or contributions, including
4 unemployment insurance, social security and income taxes with
5 respect to SUPERINTENDENT'S employees.

6 5.0 HOLD HARMLESS/INDEMNIFICATION.

7 A. SUPERINTENDENT hereby agrees to indemnify, defend, and
8 hold harmless DISTRICT, its Governing Board, officers, agents, and
9 employees from liability and claims of liability for bodily injury,
10 personal injury, sickness, disease, or death of any person or
11 persons, or damage to any property, real personal, tangible or
12 intangible, arising out of the negligent acts or omissions of
13 employees, agents or officers of SUPERINTENDENT or the Orange County
14 Board of Education during the period of this AGREEMENT.

15 B. DISTRICT hereby agrees to indemnify, defend, and hold
16 harmless SUPERINTENDENT, the Orange County Board of Education, and
17 its officers, agents, and employees from liability and claims of
18 liability for bodily injury, personal injury, sickness, disease, or
19 death of any person or persons, or damage to any property, real,
20 personal, tangible or intangible, arising out of the negligent acts
21 or omissions of employees, agents or officers of DISTRICT during the
22 period of this AGREEMENT.

23 6.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to
24 this AGREEMENT shall not be assigned by the DISTRICT without prior
25 written approval of SUPERINTENDENT.

1 7.0 TOBACCO USE POLICY. In the interest of public health, the
2 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
3 use of any tobacco products are prohibited in buildings and
4 vehicles, and on any property owned, leased or contracted for by the
5 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
6 abide with conditions of this policy could result in the termination
7 of this AGREEMENT.

8 8.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
9 they will not engage in unlawful discrimination in employment of
10 persons because of race, color, religious creed, national origin,
11 ancestry, physical handicap, medical condition, marital status, or
12 sex of such persons.

13 9.0 TERMINATION. Either party may terminate this AGREEMENT with
14 or without reason with the giving of thirty (30) days written notice
15 to the other party. DISTRICT shall compensate SUPERINTENDENT only
16 for services satisfactorily rendered to the date of termination.
17 Written notice by DISTRICT shall be sufficient to stop further
18 performance of services by SUPERINTENDENT. Notice shall be deemed
19 given when received by the SUPERINTENDENT or DISTRICT or no later
20 than three (3) days after the day of mailing, whichever is sooner.

21 10.0 NOTICE. All notices or demands to be given under this
22 AGREEMENT by either party to the other, shall be in writing and
23 given either by: (a) personal service or (b) by U.S. Mail, mailed
24 either by registered or certified mail, return receipt requested,
25 with postage prepaid. Service shall be considered given when
received if personally served or if mailed on the third day after

1 deposit in any U.S. Post Office. The address to which notices or
2 demands may be given by either party may be changed by written
3 notice given in accordance with the notice provisions of this
4 section. At the date of this AGREEMENT, the addresses of the
5 parties are as follows:

6 DISTRICT: Capistrano Unified School District
33122 Valle Road
7 San Juan Capistrano, California 92675
8 Attn: _____

9 SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
10 P.O. Box 9050
Costa Mesa, California 92628-9050
11 Attn: Patricia McCaughey

12 11.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to
13 seek redress for violation of, or to insist upon, the strict
14 performance of any term or condition of this AGREEMENT shall not be
15 deemed a waiver by that party of such term or condition, or prevent
16 a subsequent similar act from again constituting a violation of such
term or condition.

17 12.0 SEVERABILITY. If any term, condition or provision of this
18 AGREEMENT is held by a court of competent jurisdiction to be
19 invalid, void, or unenforceable, the remaining provisions will
20 nevertheless continue in full force and effect, and shall not be
21 affected, impaired or invalidated in any way.

22 13.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
23 shall be governed by the laws of the State of California with venue
24 in Orange County, California.

25 14.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
attached hereto constitute the entire agreement among the Parties to

1 it and supersedes any prior or contemporaneous understanding or
2 agreement with respect to the services contemplated, and may be
3 amended only by a written amendment executed by both Parties to the
4 AGREEMENT.

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

6 DISTRICT: CAPISTRANO UNIFIED
SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

7 BY: _____
8 Authorized Signature

BY: Patricia McCaughey
Authorized Signature

9 PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

10 TITLE: _____

TITLE: Coordinator

11 DATE: _____

DATE: March 18, 2011

12
13 Income-CapistranoUSD(36637)11
14 ZIP9

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent
FROM: Ron Lebs, Deputy Superintendent, Business and Support Services
SUBJECT: **MASTER CONTRACT – HERITAGE SCHOOL**

BACKGROUND INFORMATION

In accordance with Title 5 California Administrative Code §3060 through §3070 and California Education Code §56365, the District provides contracted services for eligible special education pupils when necessary and appropriate. When Orange County Health Care Agency (OCHCA) determines a student requires immediate placement in a Residential Treatment Center (RTC), the District is responsible for the provision of non-public school costs and must contract for these services.

CURRENT CONSIDERATIONS

This agenda item recommends ratification of a master contract for special education services to be provided by Heritage School, a non-public school (Exhibit A). These non-public services are necessary as a result of an expedited placement of a special education student in an RTC by OCHCA.

FINANCIAL IMPLICATIONS

Financial Impact: \$102 per diem per individual service agreement and individual student IEP
for the 2010-2011 school year
Funding Source: Special Education Fund

STAFF RECOMMENDATIONS

It is recommended the Board ratify this master contract for Heritage School, a non-public school.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2010 - 2011

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2010-2011**

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**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2010-2011**

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2010-2011

**CONTRACT NUMBER:
77-76422-6161114**

LEA: CAPISTRANO UNIFIED SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Heritage School

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT**

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2010, between the Capistrano Unified School District (hereinafter referred to as "LEA") and Heritage School (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a LEA student, CONTRACTOR shall submit to LEA an Individual Services Agreement (hereinafter referred to as "ISA") and a Nonpublic Services Student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

2. CERTIFICATION

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all LEA policies unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply. The provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2010 to June 30, 2011 (Title 5 California Code of Regulations section 3062(a)). Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2011. (Title 5 California Code of Regulations section 3062(d)). Re-negotiation of rate schedule for related services for subsequent contract year are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2011.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes the LEA Procedures and each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.

If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments for education and services will continue at the prior contract year rate, and CONTRACTOR shall be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA until such time as the new Master Contract is signed and returned to LEA by CONTRACTOR. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)).

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- b. The term “credential” means a valid credential, life diploma, permit, or document in special education or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- c. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed or approved college or university, as authorized by state laws or regulations.
- d. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- e. The term “parent” means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.
- f. The term “days” means calendar days unless otherwise specified.

- g. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- h. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- i. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to:

Name: Candy Miller

District: Capistrano Unified School District

Address: 33122 Valle Rd

City, State Zip: San Juan Capistrano CA 92675

Phone: (949) 234-9270

Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b); cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through additional instructional assistants, behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and

other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log need record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward LEA student records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in Orange County, California.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days notice of any such changes or

modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract may be terminated for cause. The cause shall not be the availability of a public program initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall procure and maintain for the duration of the Master Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Master Contract by CONTRACTOR, its agents, representatives, or employees.

A. Insurance coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Professional Liability Insurance and Employer's Liability Insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000.
4. Workers' Compensation Insurance as required by the state in which services are performed with limits of 1,000,000/\$1,000,000/\$1,000,000. If CONTRACTOR fails to procure Workers' Compensation insurance, CONTRACTOR shall submit a sworn affidavit to LEA describing the reasons CONTRACTOR failed to obtain workers compensation insurance.

B. CONTRACTOR shall maintain limits of insurance no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general

aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).

2. Automobile Liability: \$1,000,000 combined single limit.
3. Professional Liability/ errors and omissions coverages, including sexual molestation and abuse: \$1,000,000 per occurrence/ \$1,000,000 aggregate.
4. Workers' Compensation with limits as required by state in which services were performed.

For all insurance coverages procured by CONTRACTOR, the following terms apply:

- C. Any deductibles or self-insured retentions above \$25,000 must be declared to and approved by the LEA in writing. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions as respects to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D. The general liability, automobile liability policies, and professional liability policies are to contain, or be endorsed to contain, the following provisions:
 1. The LEA, its subsidiaries, officials and employees are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the LEA, its subsidiaries, officials and employees.
 2. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LEA.

- E. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the LEA in writing.
- F. The CONTRACTOR shall furnish the LEA with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements meeting requirements of above conditions are to be received and approved by the LEA before work commences. As an alternative to the LEA's forms, the CONTRACTOR's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate.

If LEA or CONTRACTOR determines that change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements effecting coverage required by Section 15 and a declarations page for each policy. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in section 45 Clearance Requirements and section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at

CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for

services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility as specified in the LEA Procedures.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to the following educational materials, services, and programs to the extent available at the LEA School District in which CONTRACTOR is located: (a) standards-based, core curriculum and the same instructional materials used by LEA; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute

program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult care giver during the delivery of services. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP, the number of instructional minutes, excluding recess, lunch, and passing time, shall be at least:

310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.

314 instructional minutes for LEA students in grades six through twelve inclusive.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade level unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary to provide services to students with disabilities.

When CONTRACTOR is a nonpublic school, CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years,

inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

25. CALENDARS

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and/or required by the IEP for each student. Unless otherwise specified by the students' IEP, educational services shall occur at the school site.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP and ISA. It is understood that services may not be provided on weekends, holidays and other times when school is not in session.

26. DATA REPORTING

CONTRACTOR shall agree to provide all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and sections of this contract and requested by and in the format required by the LEA.

The LEA shall provide the CONTRACTORS with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTORS provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

Where CONTRACTOR is a NPS, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a NPS, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by LEA pursuant to LEA, state and federal guidelines.

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS.

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager" as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Records of such training shall be made available to LEA upon request.

CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the

regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations and LEA policies and procedures regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents

of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards pursuant to LEA policy and the requirements specified in the LEA Procedures. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business shall be submitted to the LEA and the LEA student's parent(s).

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. The CONTRACTOR shall provide sufficient copies of their reports, documents and projected goals necessary to share with members of the IEP team (5) five business days prior to IEP meeting. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that all billable hours must be in direct service to the student.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive, and submit them on LEA approved forms to the LEA student's school of residence, for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA of the LEA student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change

of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If the LEA student's change of residence is to a residence outside of LEA's service boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence, if CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, to the LEA when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit within five (5) days.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTORS operating programs with residential components shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to a Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

43. **STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. **MONITORING**

CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each LEA student's instructional program and shall be invited to participate in the review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.

If CONTRACTOR is also a LCI, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in the Special Education Self Review and/or District Validation Review. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Assessment Checklist submitted as specified in the LEA.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core

compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare a School Accountability Report Card in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students, or contractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom

and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing on forms provided by the LEA and CDE within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in the LEA Procedures.

CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall provide to LEA updated information regarding the status of licenses, credentials, permits and/or other documents as specified in LEA Procedures.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

In order to provide a smooth transition for the student, the CONTRACTOR will notify the LEA of any change in assignment of tutors and/or supervisors no less than fourteen (14) days prior to the change of assignment.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration;

and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq., To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with the LEA Procedures and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by section 56; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) or (f): the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (g): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of a LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event of Provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

60. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; medi-cal/daily service logs and notes and other documents used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of

CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

61. Rate Schedule.

The attached rate schedule (62) limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

62. Heritage School
NONPUBLIC SCHOOL

77-76422-6161114
CONTRACTOR NUMBER

2010-2011
CONTRACT YEAR

Per CDE Certification, total enrollment may not exceed 24 classrooms

Rate Schedule. This rate schedule limits the number of CUSD LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
 Total LEA enrollment may not exceed _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$102.00</u>	<u>day</u>
Basic Education Program/Dual Enrollment	_____	_____

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1) a. Transportation – Round Trip	_____	_____
b. Transportation – One Way	_____	_____
c. Transportation-Dual Enrollment	_____	_____
d. Public Transportation	_____	_____
e. Parent*	_____	_____
(2) a. Educational Counseling – Individual	_____	_____
b. Educational Counseling – Group of	_____	_____
c. Counseling – Parent	_____	_____
(3) a. Adapted Physical Education – Individual	_____	_____
b. Adapted Physical Education – Group of _____	_____	_____
c. Adapted Physical Education – Group of _____	_____	_____
(4) a. Language and Speech Therapy – Individual	_____	_____
b. Language and Speech Therapy – Group of 2	_____	_____
c. Language and Speech Therapy – Group of 3	_____	_____
d. Language and Speech Therapy – Per diem	_____	_____
e. Language and Speech - Consultation Rate	_____	_____
(5) a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
b. Additional Instructional Assistant – Group of 2	_____	_____
c. Additional Instructional Assistant – Group of 3	_____	_____
(6) Intensive Special Education Instruction**	_____	_____
(7) a. Occupational Therapy – Individual	_____	_____
b. Occupational Therapy – Group of 2	_____	_____
c. Occupational Therapy – Group of 3	_____	_____
d. Occupational Therapy – Group of 4 - 7	_____	_____
e. Occupational Therapy - Consultation Rate	_____	_____

- (9) Physical Therapy _____
- (10) a. Behavior Intervention – BII _____
- b. Behavior Intervention – BID _____
- Provided by: _____

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(11) Nursing Services

*Parent transportation reimbursement rates are to be determined by the LEA.
 **By credentialed Special Education Teacher.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2010 and terminates at 5:00 P.M. on June 30, 2011, unless sooner terminated as provided herein.

CONTRACTOR,

Heritage School
 Nonpublic School
 By: _____

Capistrano Unified School District

By: _____

Signature _____ Date _____

Jeremy Brown, CFO

 Name and Title of Authorized
 Representative

 Date

Ron Lebs, Deputy Superintendent,
 Business & Support Services

 Name and Title of Authorized
 Representative

Notices to CONTRACTOR shall be addressed to:

Jeremy Brown

Name

Heritage School

Nonpublic School Provider

5600 N Heritage School Dr

Address

Provo UT 84604

City State Zip

801-226-4600

Phone

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **PREVIOUSLY ANTICIPATED BID ALTERNATES AND CHANGE
ORDERS FOR SAN JUAN HILLS HIGH SCHOOL 30-METER
POOL/SUPPORT BUILDINGS – BID NO. 1011-9**

BACKGROUND INFORMATION

On September 28, 2010, the Board of Trustees authorized District staff to perform a constructability review, modify project documents, and request bids for the San Juan Hills High School 30-Meter Pool/Support Buildings project. The modifications required for agency approval necessitate change orders to the original contract. This project consists of a new 30-meter pool, a joint use recreational pool area, an equipment building, and one restroom building. The bids were received and opened on January 20, 2011. Seven contractors bid on this project and Horizons Construction Company International, Inc. was the low bidder at \$3,023,000. The bid was awarded to Horizons Construction Company International (Horizons) at the March 8, 2011, Board meeting.

Because of changes made during the constructability review, additional approvals are required from the Department of State Architect (DSA) and the Orange County Health Department (OCHD). At the time of writing, the agency review are underway but have not concluded. The approval by OCHD was received on March 28, 2011, and approval by DSA is anticipated on March 31, 2011. This phased approval process was anticipated by staff and appropriate allowances were built into the project bid documents.

CURRENT CONSIDERATIONS

This agenda item seeks Board ratification of Change Order No. 1 (Exhibit A) and Change Order No. 2 (Exhibit B) for the San Juan Hills High School 30-Meter Pool/Support Buildings project.

Change Order No. 1 – This represents the additional lighting and building modifications identified in the constructability review resubmitted to DSA for approval. Identified as Deductive Alternative No. 1, this amount was determined during the original bid at \$120,000. No additional days are added to the contract.

Change Order No. 2 – This is an acknowledgement of the OCHD approvals by Horizons and it will have no financial impact or time impact to the original contract.

The change order impacts the original contract as follows:

Original Contract Amount	\$3,023,000	
Change Order No. 1	\$120,000	0 Days
Change Order No. 2	\$0	0 Days
Total Change Order(s) Amount	<u>\$120,000</u>	
Revised Contract Amount	\$3,143,000	0 Additional Days

An update of the overall project budget is included as Exhibit C. The actual change order and project budget summary exhibits were not ready at the time of printing. Once these documents are received by the District, they will be provided to Trustees and posted to the District web site.

FINANCIAL IMPLICATIONS

Fiscal Impact: \$120,000
Funding Source: CFD 98-2

STAFF RECOMMENDATION

It is recommended the Board approve Change Order Nos. 1 and 2 for the San Juan Hills High School 30-Meter Pool.



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: 1011-09 -- SJHHS 30 Meter Pool/Support Building

Purchase Order No. :

Contract Number: 1011-09

DSA Number: A04-109690

CHANGE ORDER

To: Horizons Construction Co. Int'l, Inc.
N. Patt St.
Anaheim, CA 92801

Change Order No. : 00001

Date: 4/5/2011

Title: Deductive Alternate No. 1

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
00001	N/A	0	\$120,000.00

In an effort to take advantage of the highly competitive bid environment, the Capistrano Unified School District strategically elected to bid the base scope of work for San Juan Hills – Aquatic Center and bifurcate selected non-DSA previously approved scope and identify that scope as Deductive Alternate No. 1. The noted scope was submitted and subsequently approved by DSA. The architect incorporated DSA's additional requirements and issued Bulletin No.1, dated 4/5/2011 to include those requirements.

The District has elected to exercise the Contract Special Conditions, dated March 15th, 2011 and require the contractor to furnish the labor and material to complete work noted in Deductive Alternate No. 1 for the full and final approved amount of, One Hundred and Twenty Thousand Dollars and no cents (\$120,000.00).

Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the changes under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.

EXHIBIT A
(1 OF 2)



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: 1011-09 -- SJHHS 30 Meter Pool/Support Building

Purchase Order No. :

Contract Number: 1011-09

DSA Number: A04-109690

CHANGE ORDER

The Original Contract Sum was	\$3,023,000.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$3,023,000.00
The Contract Sum Will be Increased	\$120,000.00
The New Contract Sum Including This Change Order	\$3,143,000.00
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is ...	11/11/2011

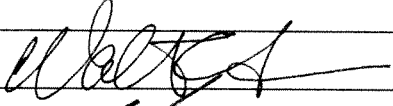
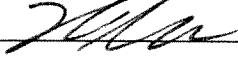
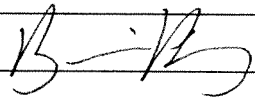
	Signature	Date
CUSD - Joe Farley		
Owner's Representative		4/6/11
Contractor		4/6/11
Architect of Record		
Inspector of Record		4/6/11

EXHIBIT A
(2 OF 2)



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: 1011-09 -- SJHHS 30 Meter Pool/Support Building

Purchase Order No. :

Contract Number: 1011-09

DSA Number: A04-109690

CHANGE ORDER

To: Horizons Construction Co. Int'l, Inc.
N. Patt St.
Anaheim, CA 92801

Change Order No. : 00002

Date: 4/6/2011

Title: Health Care Agency Approval

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
00001	N/A	0	\$0.00

Upon receipt of the approval by Orange County Department of Health and issuance of the permit dated 3/28/2011, (Permit No. SR0114627), for the pool and associated facilities, the architect submitted the Approved drawing and Permit via Bulletin No. 2, dated 3/29/2011. This change order is an administrative document to formally included the pool approval in the scope of work.

The district has elected to formalize the issuance of Orange County Health Department's pool approval and permit at no additional cost to the contract as a administrative no cost change order.

Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the changes under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.

The Original Contract Sum was	\$3,023,000.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$3,023,000.00
The Contract Sum Will Not be Changed	\$0.00
The New Contract Sum Including This Change Order	\$3,023,000.00
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is	11/11/2011

	Signature	Date
CUSD - Joe Farley		
Owner's Representative		4/6/11
Contractor		4/7/11
Architect of Record		
Inspector of Record		4/6/11



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

INSTRUCTION BULLETIN NO: 002

CUSD San Juan Hills HS Pool: CUSD.07.31

DATE: 4/5/2011

29211 Vista Montana
San Juan Capistrano, CA 92675
04-109690 File # 30-9

TO: Hatem Ibrahim
Horizons Construction Co., Intl.
1173 North Patt Street
Anaheim, CA 92801

AFFECTED DISCIPLINE(S): ARCHITECTURAL

DESCRIPTION:

The attached Health Department approved drawings and Inspection Card are issued for use during construction. Drawings must be available during Health Department inspections. No additional scope has been added to the Bid Documents.



Please note attached sheets: OC Health Dpt. Approved Plans & Inspection Card
This information is intended to be used for Health Dpt. Inspections.
Submit quotations to job inspector for verification of quantities by signature.
Submit fully itemized charges and/or credits, showing net totals.
Verify there shall be no change in cost.
This change order is effective now, pending formal change order approval.

FROM: Christian Cochran
Construction Project Manager

cc: Walt Eden, EDENCO, INC. District Representative



COUNTY OF ORANGE
HEALTH CARE AGENCY

PUBLIC HEALTH SERVICES
ENVIRONMENTAL HEALTH

*Excellence
Integrity
Service*

DAVID L. RILEY
DIRECTOR

BOB WILSON
ASSISTANT AGENCY DIRECTOR

DAVID M. SOULELES, MPH
DEPUTY AGENCY DIRECTOR

RICHARD SANCHEZ, REHS, MPH
DIRECTOR
ENVIRONMENTAL HEALTH

MAILING ADDRESS:
1241 E DYER RD. #120
SANTA ANA, CA 92705-5611

TELEPHONE (714) 433-6000
FAX (714) 754-1732
E-MAIL RCH@co-or.net

March 28, 2011

PJHM Architects
647 Camino De Los Mares, #201
San Clemente, CA 92673

Plan #SR0114627

Pool Contractor: Unknown

Pool Gallonages: 482,300

Job Address: San Juan Hills High School, 29211 Vista Montana, San Juan Capistrano

Plans for the above project have been reviewed by this Agency and are approved, subject to the conditions listed in this letter and on the approved plans. A blue inspection card is attached to the set of approved plans to be placed in plain view at the jobsite.

Inspections are required before backfilling trench lines, guniting, before plastering, and prior to placing the pools in use. Such inspections are to be arranged at least five (5) working days in advance. The pool contractor shall notify this Agency when the pool and its appurtenances have been constructed and equipped in accordance with the approved plans. The pool shall not be placed in use until written approval is received from this Agency.

1. All construction must conform to the approved plans. Alterations or changes to these approved plans must have prior approval by the Plan Check Section of Environmental Health. (65509)
2. All plumbing must be sized so that the rate of flow does not exceed ten (10) feet per second in PVC return lines and eight (8) feet per second in copper lines or any suction lines. (3125B.1)

3. Filtration equipment, including gauges and flow meter, shall be positioned so as to be readily accessible without requiring persons to climb over or remove obstacles to make repairs or inspections. (3123B.3)
4. Pool equipment must be installed on a concrete floor or similar material and slope to drainage. (3121B)
5. When the air-gap at the P-trap is not clearly visible from the filter area, the backwash line must be equipped with a sight-glass. (3137B.1.4)
6. A permanently installed fill line with a backflow prevention device is required. (3127B)
7. A pool light is required for each pool. One (1) watt per square foot of pool water surface area is the minimum requirement. In pools and spas where it can be demonstrated that exterior lighting is sufficient to light the entire bottom of the pool with no blind spots or shadows, a pool light may not be required. (3114B, County Policy)
8. All swimming pools and spa pools must have a safety handrail that extends from the deck to not less than a point above the top of the lowest step, but not more than one (1) foot from the lowest step riser, with the upper railing surface not less than 28 inches above the deck. (3110B)
9. Each step of a stair must have the same dimensions, with a tread of not less than 12 inches, except for a curved top step which must be 18 inches in width at the widest point. Risers must be uniform and must not exceed 12 inches in height. (3110B)
10. A handhold of bullnose coping or cantilevered decking is required. Provide a section view of cantilevered decking, drawn to scale. Handholds must overhang the tile at least one (1) inch, but not over two (2) inches and must not exceed two and one half (2-1/2) inches in thickness. (3111B)
11. A continuous and unobstructed four foot minimum width deck that is made of slip resistant, nonabrasive concrete or like material must be provided flush with the top of the pool and extend completely around the pool. The deck must not drain into the pool, but to adequately spaced drains. (3113B)
12. The interior pool finish must be white in color except for lane lines, if proposed, and depth marking lines. (3106B.2)
13. Install depth markers on both sides of the pool at the minimum and maximum depths and at the break in the bottom slope from the shallow to deep portions; also, on both ends of the pool. (3109B.4)
14. Depth markers shall be spaced not to exceed intervals of 25 feet. (3109B.4)

15. Field sumps must be 1.5 times the diameter of the pipe for all applicable suction and equalizer lines. **Sumps will be field verified at the preplaster inspection.**
16. The pool shall be enclosed by one (1) of the following: a fence, portion of a building, wall or other approved durable enclosure. Doors, openable windows, or gates of living quarters or associated private premises shall not be permitted as part of the pool enclosure. The enclosure, doors and gates shall meet all of the following specifications:
 - (1) The enclosure shall have a minimum effective perpendicular height of five (5) feet as measured from the outside of the enclosure from finish grade to the top of the enclosure.
 - (2) Openings, holes or gaps in the enclosure, doors and/or gates shall not allow the passage of a four (4) inch diameter sphere. The bottom of the enclosure shall be within two (2) inches of the finished grade.
 - (3) The enclosure shall be designed and constructed so that it cannot be readily climbed by small children. Horizontal and diagonal member designs, which might serve as a ladder for small children, are prohibited. Horizontal members shall be spaced at least 48 inches apart. Planters or other structures shall not be permitted within two and one half (2 1/2) feet of the enclosure. Chain link may be used provided that the openings are not greater than one and three quarter (1 3/4) inches measured horizontally. (3118B)
17. Gates and doors opening into the pool enclosure shall also meet the following specifications:
 - (1) Gates and doors shall be equipped with self-closing and self-latching devices. The self-latching device shall be designated to keep the gate or door securely closed. Gates and doors shall open outward away from the pool except where otherwise prohibited by law. Hand activated door or gate opening hardware shall be located at least three and one-half (3 1/2) feet above the deck or walkway.
 - (2) Except as otherwise provided herein, gates and doors shall be capable of being locked during times when the pool is closed.
 - (3) The pool enclosure shall have at least one (1) means of egress without a key for emergency purposes. Unless all gates or doors are so equipped, those gates and/or doors which will allow egress without a key shall be clearly and conspicuously labeled in letters at least four (4) inches high "EMERGENCY EXIT".
 - (4) The enclosure shall be designed and constructed so that all persons will be required to pass through common pool enclosure gates or doors in order to

gain access to the pool area. All gates and doors exiting the pool area shall open into a public area or walkway accessible by all patrons of the pool. (3118B)

18. Demonstrate a swimming pool filtration rate of **1340 to 1650 GPM**. A minimum turnover rate of six (6) hours or less is required for the pool. (3124B)
19. Post the pool's occupancy load at **483**. (3119B)
20. Provide a drinking fountain within the pool vicinity. (3116B)
21. Post the following safety signs: (65539)
 - a. Warning -No lifeguard on duty. Children under the age of 14 should not use pool without an adult in attendance.
 - b. Demonstration of artificial respiration.
 - c. Emergency telephone numbers.
22. Supply the following safety equipment: (65539) (Spa pools exempt)
 - a. Body hook on a 12 foot pole.
 - b. Life ring, with attached throw-rope of 3/16 inch diameter, long enough to span the maximum width of the pool.
23. The walls of the restrooms and showers must be smooth, nonabsorbent and readily cleanable. Floors shall have a hard nonabsorbent surface, such as concrete, ceramic tile or other approved material. Concrete floors shall be sealed with a clear sealer. Pigmented sealers and paints are unacceptable. Floors shall be slip-resistant and shall be sloped not less than one quarter (1/4) inch per foot to floor drains. The floor shall be continuously coved up the wall at least five (5) inches: the cove to be an integral part of the floor. (3115B.3.2)
24. The shower interior surfaces shall be smooth, nonporous and moisture resistant. Floors shall be slip-resistant and shall be sloped not less than one quarter (1/4) inch per foot to a floor drain. (3115B)
25. At the time of the final inspection, the following must be provided and/or completed prior to the pool/spa being approved for use:
 - a. Free chlorine residual of at least 1.0 ppm and pH level of 7.2-8.0.

- b. All required safety equipment present and safety signs posted so as to be readily available and visible.
- c. All recirculation equipment installed and operating properly. Clearly label the filtration equipment to indicate which is for the spa and which is for the pool.
- d. Hot and cold water, under pressure, at showers and restroom lavatories.
- e. Filled toilet paper dispensers and single service, permanently installed soap and towel dispensers in the restrooms.
- f. Clearly label the filtration equipment to indicate which is for the spa and which is for the pool.
- g. Receive final approval from the local building department.

If there are any questions regarding this letter and the requirements set forth on the plans, please call this office at (714) 433-6069 between the hours of 8:00 and 9:00 a.m., weekdays.

Sincerely,



Zorheh Moghaddam, REHS
Environmental Health Specialist II
Plan Check and Construction Unit
Environmental Health

ISSUANCE DATE : 3/28/11

ORANGE COUNTY HEALTH CARE AGENCY
ENVIRONMENTAL HEALTH DIVISION

OC Health Care Agency
Environmental Health
1241 E. Dyer Road, Suite 120
Santa Ana, CA 92705
714-433-6074

PUBLIC POOL INSPECTION CARD

PLAN CHECK NO. SR - 0114027

ATTENTION

This Card Must Be Maintained on the Job Site in a Clearly Visible and Accessible Location. Inspections Must Be Arranged With the Environmental Health Division at Least 2 Working Days Before the Job is Ready For Inspection.

YOU MUST CALL FOR THE FOLLOWING INSPECTIONS:

PREGUNITE/PREBACKFILL INSPECTION: Following Placement of Reinforcement Steel and Prior to Placement of Gunite or Concrete or Prior to Backfill of Prefabricated Pool.

Date	Inspector	Approval	
		Yes	No

REMARKS:

PREPLASTER INSPECTION: Following Placement of Gunite or Concrete and Prior to Placement of the Plaster.

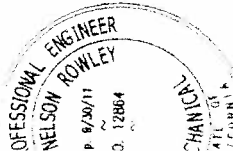
Date	Inspector	Approval	
		Yes	No

REMARKS:

FINAL INSPECTION: Following Construction Completion of Pool and Prior to Placing it in Use.

Date	Inspector	Approval	
		Yes	No

REMARKS:



Rowley International Inc
AQUATIC Design, Engineering & Consulting

2235 Edison Vander Drive West
Suite 312
Palo Verde Estates, CA 90274-2756
TEL (310) 377-6724 FAX (310) 377-8890
www.rowleyinternational.com

FOR ALL PROJECTS AND SERVICES, ROWLEY INTERNATIONAL, INC. AND ITS ENGINEERS, ARCHITECTS, PLANNERS, DESIGNERS, AND CONSULTANTS, SHALL BE RESPONSIBLE FOR THE DESIGN, ENGINEERING, AND CONSULTING SERVICES PROVIDED TO THE CLIENT. ROWLEY INTERNATIONAL, INC. AND ITS ENGINEERS, ARCHITECTS, PLANNERS, DESIGNERS, AND CONSULTANTS, SHALL NOT BE RESPONSIBLE FOR THE DESIGN, ENGINEERING, AND CONSULTING SERVICES PROVIDED TO THE CLIENT BY OTHER PROFESSIONALS OR FIRMS. ROWLEY INTERNATIONAL, INC. AND ITS ENGINEERS, ARCHITECTS, PLANNERS, DESIGNERS, AND CONSULTANTS, SHALL NOT BE RESPONSIBLE FOR THE DESIGN, ENGINEERING, AND CONSULTING SERVICES PROVIDED TO THE CLIENT BY OTHER PROFESSIONALS OR FIRMS.

1/20/11 10:00 AM ROWLEY INTERNATIONAL, INC.

1/20/11 10:00 AM ROWLEY INTERNATIONAL, INC.

**SWIMMING POOL
INSTALLATION PIPING PLAN**

ADDENDUM 1 12.15.10

CERTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

AC _____ FLS _____ SS _____

DATE _____

**SAN JUAN HILLS HIGH SCHOOL
30 METER POOL / SUPPORT
BUILDINGS**

CAPISTRANO UNIFIED SCHOOL DISTRICT

Capistrano Unified School District
San Juan Hills High School
30 Meter Pool/Support Buildings

Project Budget Summary - April 11, 2011

PROJECT ACTIVITIES	VENDOR / SERVICE PROVIDER	BUDGETED AMOUNT	CONTRACT VALUE as of 4/1/11	CONTRACT CHANGES	REVISED CONTRACT VALUE	% CHANGE IN CONTRACT
CONSTRUCTION (HARD) COSTS						
Construction Contract	Horizons Construction International	\$3,143,000	\$ 3,023,000.00	\$ 120,000.00	\$ 3,143,000.00	3.970%
Construction Contingency (10%)		\$314,400				
Pool Bleachers	CUSD Direct Purchase	\$24,600		\$ -	\$ -	
Weight Room Relocation & Storage	CUSD M&O Personnel & Vendors	\$30,000		\$ -	\$ -	
SERVICES & FEES (SOFT) COSTS						
Architectural/Engineering Services	pjhm architects	\$360,000	\$ 324,000.00	\$ -	\$ 324,000.00	
Construction Management	Edenco, Inc	\$325,500	\$ 325,000.00	\$ -	\$ 325,000.00	
DSA Inspection Services	Knowland Construction Services	\$212,000	\$ 212,000.00	\$ -	\$ 212,000.00	
Materials Testing and Lab Fees	MTGL Laboratories	\$40,000	\$ 40,000.00	\$ -	\$ 40,000.00	
On Call Surveying Services	Guida Surveying	\$40,000	\$ 40,000.00	\$ -	\$ 40,000.00	
Project Scheduling Services	Edenco, Inc (Red Brick Scheduling)	\$16,900	\$ 16,900.00	\$ -	\$ 16,900.00	
Plan / Electronic Blueprint Services	Planwell	\$20,000	\$ 7,500.00	\$ -	\$ 7,500.00	
Project Communication Software	D.R. McNatty (Oracle)	\$12,500	\$ 12,500.00	\$ -	\$ 12,500.00	
Project Accounting Software	Account-Ability (Colbi Technologies)	\$5,000	\$ 4,695.00	\$ -	\$ 4,695.00	
DSA Fees	Division of State Architect	\$15,000		\$ -	\$ -	
OC Health Department Fees	OCHD	\$10,000		\$ -	\$ -	
Soft Cost Contingency (15%)		\$126,100				
TOTAL PROJECT BUDGET		\$4,695,000	\$ 4,005,595.00	\$ 120,000.00	\$ 4,125,595.00	2.996%
Updated April 7, 2011						

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **CONTENT LICENSE AND SERVICE AGREEMENT – INTEL-ASSESS**

BACKGROUND INFORMATION

In 2008, the Education Division created a roadmap for the implementation of a four-year Data Analysis and Assessment plan. As part of the plan, a Data Analysis and Assessment system, Data Director, was purchased. Year four of that plan included the creation and implementation of common formative assessments. At that time, staff reviewed products and test item banks, which would allow curriculum teams to easily create standards-aligned assessments with consistency. Since funding for such a system was not available, those plans were put on hold. As a result, each District secondary school continues to individually create its own common assessment and analysis tools to dissect the student data that drives instruction and enhances student success. Since 2008, the District has not had the funding to support an assessment tool or provide the resources and training to support the creation of districtwide assessments aligned to District power standards, pacing calendars, and curriculum guides.

In October 2010, the California Department of Education (CDE) announced that a grant was available for qualified school districts through the Title II Enhancing Education Through Technology (EETT) program. With the hope of securing EETT funding, the grant team searched for vendors specializing in the creation of test banks that included a wide range of standards-aligned questions covering seventh through twelfth grade English-Language Arts, Mathematics, Social Science, and Sciences subject areas. In addition, the questions contained within the test bank needed to address a varied level of rigor according to Bloom's Taxonomy. After a vendor demonstration session, Intel-Assess was selected as the product which best met these criteria and was written into the grant application.

In December 2010, the CDE announced the District was awarded \$500,000 for the EETT program. The District intends to use this funding to expand the current data collection system and will include rigorous, timely, and relevant formative common assessments for secondary core curriculum. In addition, capacity for meaningful data collection and functional analysis of results to inform change will be expanded. Funds will be used to purchase data scanners, computers, hand-held response systems, and a test bank of standards-aligned questions. This investment will assist teachers and administrators with timely data to inform instructional change which will immediately improve student achievement while preparing students for career or college opportunities.

CURRENT CONSIDERATIONS

This agenda item seeks approval of the content license and service agreement with Intel-Assess (Exhibit A) for the period of April 13, 2011, through June 30, 2013, to provide assessment content and related tools. The purchase of the Intel-Assess licenses will provide secondary teachers with access to a comprehensive database of assessment questions, aligned to the California content standards and written in the language of our high stakes tests. The item bank includes questions from the English-Language Arts, Mathematics, Social Science, and Science disciplines. Teacher teams will utilize this tool to develop districtwide formative assessments in grade- and subject-specific courses. Teacher teams will utilize this data to make instructional decisions which will lead to improved student learning.

Services under this contract will be paid completely with EETT funds. This contract represents a five percent discount over Intel-Assess' customary charges. Per grant stipulations, twenty-five percent of the EETT grant award must be spent on high-quality staff development. All funds from this award must be expended by September 1, 2011.

FINANCIAL IMPLICATIONS

Financial Impact: \$134,520
Funding Source: EETT Grant

STAFF RECOMMENDATIONS

It is recommended the Board approve the content license and service agreement with Intel-Assess for the period of April 13, 2011, through June 30, 2013.

CONTENT LICENSE AND SERVICE AGREEMENT

This CONTENT LICENSE AGREEMENT (the “Agreement”), is entered into as of **April 13, 2011** (the “Effective Date”) between **Intel-Assess, Inc.** with its principal place of business at **1032 Irving Street, #445, San Francisco, CA 94122-2200**, (the “Company”), and **Capistrano Unified School District**. (“Licensee”), with its principal place of business at **33122 Valle Rd, San Juan Capistrano, CA 92675**. The Company and Licensee shall be collectively referred to herein as the “Parties,” or each may be referred to individually as a “Party.”

RECITALS

WHEREAS, the Company is a provider of assessment content and related tools; and,

WHEREAS, the Parties desire to enter into a contractual relationship providing for the access and use of content of the Company to Licensee, all under the general terms provided for in this Agreement, subject to more specific terms and conditions in one or more Schedules which shall be attached to this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and promises of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Definitions.

a. “**Applicable Schedule**” means the Schedule attached to this Agreement containing the individualized terms and conditions applicable to specified Content.

b. “**Permissible Uses**” means the use for the Content permitted under this Agreement as set forth on the Applicable Schedule.

c. “**Content**” means the information described in the Applicable Schedule attached hereto.

d. “**Items**” means all assessment test questions of any kind developed by the Company.

e. “**Formative Item Bank**” means the set of assessment Items that are provided to the Company’s customers for their use in assessment development or to be used by the Company to develop assessments for the Company’s customers. These are Items are distinct from the Items included in the Quick Check assessments.

f. “**Quick Checks**” means any or all of a series of assessments developed by the Company and marketed under the name of “Quick Checks.” The Items on the Quick Checks will not appear in the Formative Item Bank and will be licensed separately from the Formative Item Bank.

2. **The Company’s Obligations.** In exchange for payment of the applicable Fee (as defined in Section 6), the Company shall provide to Licensee the Content described in the Applicable Schedules.

3. **Limited Use License; Ownership.** Any Content provided under an Applicable Schedule shall be subject to the following:

a. Grant of License. Licensee shall be granted a nonexclusive, nontransferable, revocable, worldwide, limited license during the Term, subject to all of the terms and conditions hereof, to use the Content solely pursuant to the Permissible Uses (the "License").

b. Restrictions. Licensee shall not, except as expressly provided otherwise herein: (i) transfer all or any part of the Content to any person or entity without the prior written consent of the Company in each instance; (ii) create a derivative work from the Content or any part thereof; (iii) sublicense, assign, delegate or otherwise transfer this Agreement, the License, the Content or any of the related rights or obligations for any reason without the prior written consent of the Company, in each such instance, unless as otherwise permitted by Section 12(b) herein; or (iv) otherwise use the Content for any use other than as expressly set forth herein. In the event that the Company becomes aware that Licensee has breached any of the foregoing restrictions, this Agreement shall automatically and immediately terminate unless Licensee has cured such breach within thirty (30) days of receipt of written notice by the Company of such breach.

c. Ownership. As between the Company and Licensee, the Company shall retain all right, title and interest in and to all Content, including any reproductions or compilations thereof, and any updates to the Content (each as provided to Licensee hereunder), whether now existing or which may hereafter come into existence, including without limitation, copyright and other intellectual property and proprietary rights therein or appurtenant thereto, except as expressly provided herein. Any modifications, improvements or changes to the Content made by Licensee shall immediately become the property of the Company and Licensee will sign any documents requested by the Company in order to document the transfer of any such modifications to the Company.

4. Delivery of Content. The Company shall provide Licensee with the Content in accordance with the delivery schedule, format and other specifications (the "Delivery Specifications") set forth in the Applicable Schedule attached hereto.

5. Licensee Obligations.

a. Display of Content; Modifications. Except as otherwise stated on the Applicable Schedule: (i) Licensee will not modify, translate, and/or edit the Content in any manner that (a) distorts or changes the meaning of the content, (b) causes otherwise non-defamatory, non-infringing content to defame or infringe the intellectual property rights of any person, or (c) otherwise violate any person's personal proprietary or personal rights; and (ii) Licensee may not edit, alter or translate the form or substance of the Content in any manner without the prior written approval of the Company, except that Licensee may make minor non-substantive formatting changes to the Content.

b. Removal of Content. Subject to the Applicable Schedule, if the Company requests that any portion of the Content be deleted, replaced or made inaccessible because such Content contains material errors, is or could be subject to a third party claim or for any other similar reason, then Licensee shall immediately (or as soon thereafter as reasonably practicable taking into account the exigency of the circumstances) cease using such deleted Content from all Permissible Uses. In the event that any Content contains material errors, the Company shall use reasonable efforts to correct such errors within five (5) business days of notice or discovery of such errors.

c. Security Measures. Licensee shall take all reasonable steps and precautions, and implement all reasonable procedures, that are necessary to prevent or restrict the unauthorized use, downloading, transmission, display, copying or other dissemination of the Content in a manner inconsistent with the permitted rights and uses in the Content expressly granted under this Agreement. Licensee shall be responsible to the Company for any unauthorized use of or access to the Content by its employees or agents.

d. Additional Obligations. Licensee and the Company shall comply with any additional obligations specified in the Applicable Schedule.

6. Fees.

a. Pricing for Content. Licensee agrees to pay the Company the amounts and at the times set forth in the Applicable Schedule hereto (the "Fees").

b. Taxes; Collection Costs. The Parties acknowledge that the Fees have been established under the assumption that no federal, state, local or foreign taxes, duties, tariffs, levies or similar assessments (collectively, "Taxes") are due on the licensing of the Content under this Agreement. In the event such Taxes should become due, the Fee shall be increased by the amount of such Tax, *provided* that all Taxes shall be separately itemized on the applicable invoice, indicating the Tax and the charges against which such Tax was calculated. In no event will Licensee pay any Taxes in respect of the Company's net income, gross revenue, franchise, corporate excise or privilege, personal, or property. If Licensee fails to pay any amounts due under this Agreement, including Fees and Taxes, Licensee will pay all expenses incurred by the Company, including reasonable attorneys' fees, to collect such amounts.

c. Audit Rights and Licensee's Obligation to Pay Fees. Licensee agrees to keep accurate books and records at its principal place of business regarding its uses of the Content and its calculation of the Fees. Up to one time during each calendar year the Company shall be entitled to have a Certified Public Accountant, or other person acceptable to the Company in the Company's unfettered discretion, inspect, copy and audit, at the Company's expense, upon thirty (30) days' written notice and during ordinary business hours, such of Licensee's books and records as are reasonably necessary to verify such uses and calculations. If Licensee disputes the result of the Company's audit, Licensee shall pay the Company any undisputed underpayment of Fees within twenty (20) days of the completed audit and notice of such undisputed underpayment. If Licensee fails to do so, the Company may terminate this Agreement upon 15 days notice. In the event that Licensee underpaid any Fees by five percent (5%) or more within a six (6) month period, the expense of auditing Licensee's records shall be borne by Licensee, payable within thirty (30) days of the completed audit and notice of such obligation. Audit rights are subject to the confidentiality provisions of this Agreement. All information, documents, and copies obtained by the Company or any party conducting or participating in any audit hereunder on behalf of or in conjunction with the Company shall be treated as Confidential Information hereunder; provided, however, that such Confidential Information may be disclosed pursuant to any legal dispute resolution process between the Parties regarding such audit, whether in arbitration or in a court of law.

7. Limited Warranties and Disclaimer of Warranties and Representations. Licensee represents and warrants that it has the right, power, and authority to enter into and be bound by the terms of this Agreement and to perform its obligations under this Agreement without the approval or consent of any other party. The Company represents and warrants that (i) except as disclosed on the Applicable Schedule, it has the right, power, and authority to enter into and be bound by the terms of this Agreement and to perform its obligations under this Agreement without the approval or consent of any other party; and (ii) it has sufficient title, right and interest in and to the rights granted to Licensee hereunder to enter into and perform this Agreement and to enable Licensee to perform hereunder. The Company does not assume, and hereby disclaims, any liability to any party for any loss or damage caused by errors or omissions in the Content and/or Services, whether such errors or omissions result from negligence, accident or any other cause. OTHER THAN AS EXPRESSLY SPECIFIED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, PERFORMANCE, AVAILABILITY, FUNCTIONALITY AND/OR QUALITY. THE COMPANY MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION THAT ANY CONTENT

PROVIDED TO LICENSEE WILL BE FREE FROM ERRORS OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE OR MAKE ANY OTHER REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OR OTHERWISE. ALL CONTENT PROVIDED HEREIN BY OR ON BEHALF OF THE COMPANY IS PROVIDED ON AN "AS IS" BASIS.

8. Indemnification.

a. The Company's Indemnification. The Company shall indemnify, defend and hold harmless Licensee, its parents, affiliates and subsidiaries, and its and their officers, directors, shareholders, general partners, limited partners, employees and agents (the "Licensee Parties") from and against any losses, settlements, claims, actions, suits, proceedings, judgments, awards, liabilities, demands, costs and expenses (including reasonable attorneys' fees), brought by any third parties against the Licensee Parties which allege, arise out of, relate to or result from: (a) a claim that the Content as originally delivered to Licensee or as modified by the Company and used by Licensee solely as permitted by this Agreement, infringes, misappropriates, or violates any copyright, trademark, patent right or other intellectual property right of any third party; (b) the Content being deemed obscene; or (c) the Company's breach of its representations and warranties hereunder.

b. Licensee Indemnification. Licensee shall indemnify, defend and hold harmless the Company, its parents, affiliates and subsidiaries, and its and their officers, directors, shareholders, employees and agents ("the Company Parties"), from and against any losses, settlements, claims, actions, suits, proceedings, judgments, awards, liabilities, costs and expenses (including reasonable attorneys' fees) brought by any third parties against the Company Parties which arise out of or as a result of: (a) any use by Licensee of the Content hereunder in violation of this Agreement; (b) and breach by Licensee of its representations and warranties hereunder; (c) to the extent permitted under this Agreement or any Applicable Schedule, any translations to languages other than English of the Content by Licensee to the extent such losses are attributable to the actual translation; or (d) any damage caused by any improper action of Licensee, including but not limited to the inclusion of errors or incorrect data in the Content or any modified Content.

c. Indemnification Procedure. Each Party's indemnification obligations hereunder shall be subject to: (i) the indemnified party's prompt notification to the indemnifying party with respect to the pertinent third party claims, although failure to provide such notification shall not excuse the indemnifying party's obligations hereunder except to the extent of any material prejudice as a direct result of such failure; (ii) the indemnifying party's sole control of the settlement or defense of the pertinent third party claims, although the indemnifying party shall not, without the prior written approval of the indemnified party, settle or dispose of any claims in a manner that materially adversely affects the indemnified party's rights or interests without the indemnified party's prior written consent; and (iii) the indemnified party's provision of reasonable assistance to the indemnifying party, at the indemnifying party's expense, in defending the claim. The indemnified party shall have the right to participate at its own expense in the defense of an indemnified claim.

d. Limitation on Indemnity. The indemnity set forth in Section 8(a) above will not extend to any third-party infringement claims resulting, in whole or in part, from (i) any modification of the Content by Licensee or persons acting under the control or direction of Licensee, to the extent that such modification alone gives rise to the infringement claims, (ii) the use of all or any portion of the Content in combination with any other software, hardware or server, if such infringement would have been avoided without the use of such software, hardware or server, (iii) the use of the Content by Licensee or persons acting under its control in any manner or application for which the same were not designed to be used, or (iii) the use of the Content by Licensee to make unsolicited communications (including, without limitation, communications via e-mail, faxes, or telephone) to third parties.

9. Confidential Information. Each Party understands and agrees that in the performance of this Agreement it may have access to private or confidential, non-public information of the other Party, or the other Party's parent company, subsidiaries and affiliates, and its and their customers and suppliers, including but not limited to, trade secrets, marketing and business plans, customer information and technical specifications and information (the "Confidential Information"). Each Party agrees that: (1) all Confidential Information shall remain the exclusive property of the owner thereof; and (2) it shall maintain, and shall cause its employees, subcontractors and other agents to maintain, the confidentiality and secrecy of the other Party's Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it (i) is or becomes a part of the public domain through no act or omission of the receiving party, (ii) is rightfully in the receiving party's possession, without obligation of confidentiality with respect thereto, prior to the disclosing party's disclosure, (iii) is lawfully disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto, (iv) is independently developed by or on behalf of the receiving party, (v) is released from confidential treatment by written consent of the disclosing party thereof; or (vi) is required to be disclosed by applicable law or by request from a governmental agency, provided that the receiving party gives the disclosing party prior written notice of such disclosure such that the disclosing party can obtain an appropriate protective order or similar remedy if it so desires. Without limiting the foregoing, the following shall be considered Confidential Information: (a) the terms of this Agreement, including without limitation the Fees except as required by applicable law or by request from a governmental agency; (b) programs and computer code used in the formatting and transmission of Content between the Parties; and (c) the Content. The provisions of this Section 9 shall survive any expiration or termination of this Agreement for a period of three years after such expiration or termination.

10. Limitation of Damages.

a. EXCEPT AS SET FORTH BELOW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM LOSS OF BUSINESS, ANTICIPATED PROFITS OR REVENUE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING FROM OR UNDER THIS AGREEMENT EXCEED THE GREATER OF THE TOTAL AMOUNT PAID BY LICENSEE TO THE COMPANY UNDER THE APPLICABLE SCHEDULE IN A ONE-YEAR PERIOD OR \$100,000, PROVIDED THAT THE LIMITATIONS OF LIABILITY IN THIS PARAGRAPH SHALL NOT APPLY TO (A) EACH PARTY'S CONFIDENTIAL INFORMATION OBLIGATIONS UNDER SECTION 9, (B) CLAIMS FOR WHICH EITHER PARTY HAS AGREED TO INDEMNIFY THE OTHER PARTY PURSUANT TO THIS AGREEMENT, OR (C) TO DAMAGES CAUSED BY THE GROSS NEGLIGENCE, BAD FAITH, OR WILLFUL MISCONDUCT OF A PARTY OR ITS PERSONNEL.

b. The foregoing is subject to any additional limitations contained in the Applicable Schedule.

11. Term; Termination.

a. **Term.** The term of this Agreement shall run concurrently with the term(s) as set forth on the Applicable Schedule.

b. **Termination by Either Party.** In addition to any rights set forth in this Agreement, either Party may terminate this Agreement immediately if the other Party: (i) is in material breach of this Agreement and fails to cure such breach within thirty (30) days after being notified, in writing, of such

breach (except with respect to Licensee's failure to pay applicable Fees, in which case Licensee shall have twenty (20) days after being notified in writing of such breach to cure); (ii) files a petition in bankruptcy, or has such a petition filed against it; or (iii) makes an assignment for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession of its assets. Licensee may terminate this Agreement upon three months written notice to the Company.

c. Effect of Expiration or Termination. Upon the expiration or earlier termination of this Agreement for any reason, each Party shall return all documents, notes and other tangible and intangible embodiments of the other Party's Confidential Information.

d. Survival of Payment Obligations. Termination or expiration of this Agreement shall not affect the obligation of either Party to pay all amounts owing or to become owing pursuant to this Agreement, subject to any applicable refund.

12. Miscellaneous.

a. Notices. All notices hereunder shall be in writing and shall be sent by certified mail, return receipt requested, or by overnight courier service, to the address set forth below each Party's signature, or to such other addresses as may be stipulated in writing by the Parties pursuant hereto. Unless otherwise provided, notice shall be effective on the date it is officially recorded as delivered by return receipt or equivalent.

b. Assignment. Neither Party shall assign this Agreement in whole or part without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that either Party may assign this Agreement in its entirety or an individual schedule without any consent of the other Party in connection with a merger, reorganization or sale of all or substantially all of the assets or business to which this Agreement or individual schedule relates.

c. Force Majeure. If either Party is prevented from performing any of its duties and obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason of any act of God, strike, labor dispute, flood, public disaster, war, acts of terrorism, equipment or technical malfunctions or failures (including without limitation telecommunication failures, systemic Internet failures and/or any interruptions in services of Internet Service Providers), power failures or interruptions, or any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such conditions exists.

d. Relationship of the Parties. Notwithstanding anything to the contrary, this Agreement does not, and shall not be deemed to, constitute a partnership or joint venture between the Parties and neither Party nor any of their respective directors, officers, employees or agents shall, by virtue of the performance of their obligations under this Agreement, be deemed to be an agent or employee of the other.

e. No Waiver. The waiver of any breach or failure of a term or condition of this Agreement by any Party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other breach or failure of a term or condition of this Agreement.

f. Survival of Certain Provisions. Notwithstanding the termination or expiration of this Agreement, the provisions of Sections 1, 3(c), 6, 7, 8, 9 (as provided in the last sentence of such Section), 10, 11(c), 11(d) and 12 shall survive and continue and shall bind the Parties and their legal representatives, successors and permitted assigns.

g. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts made and performed in California without regard to conflict of laws principles which would result in the application of the laws of any other jurisdiction. The Parties hereto submit to the exclusive jurisdiction of the state and federal courts located in the State of California, for the purpose of resolving any dispute relating to the subject matter of this Agreement or the relationship between the Parties pursuant to this Agreement.

h. Announcements. The Company shall be permitted to identify and use Licensee's name and logo in marketing materials, including but not limited to the Company's website and written materials.

i. Entire Agreement and Precedence. This Agreement, together with the attached Schedules which are incorporated by reference, constitutes the complete agreement between the Parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement and such Schedules. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party. No other act, document, usage or custom shall be deemed to amend or modify this Agreement. In the event of conflict among the terms and conditions of the document of this Agreement and the exhibits or Addenda thereto, the exhibits or Addenda shall control.

j. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. All signed fax copies of the Agreement shall be deemed as valid as originals.


[signatures appear on following page]

Intel-Assess, Inc.

WHEREFORE, for the purpose of being bound, the Parties execute this Agreement by their duly authorized representatives as of the date set forth above.

INTEL-ASSESS, INC.

Capistrano Unified School District

By: 

By: _____

Date: March 16, 2011

Date: _____

Name: Jaime Goldfarb, Ph.D.

Name: _____

Title: President

Title: _____

Capistrano Unified School District Billing Information

Purchase Order #: _____

Name: _____

Phone Number: _____

E-Mail Address: _____

Billing Address 1 _____

Billing Address 2 _____

Billing City, State, Zip , _____

Instructions:

1. Sign and date this page
2. Provide PO # and accounting information
3. Keep copy of the entire contract for your files
4. Fax PO & entire contract to: 925.263.1689
5. Mail entire original contract to address below:

District Notice Address:

**33122 Valle Rd
San Juan Capistrano, CA 92675**

Intel-Assess, Inc.
Attn: Contracts
1032 Irving Street, #445
San Francisco, CA 94122-2200
Fax: (925) 263-1689

For internal use only:

TM:2011413-2013630;CLE(F):23600(0);GA:7-12;QCM:XX;CI:70;CP:0;JE:70;FR:0;UA:20;AC(F):0(0);AU(F):0(0);PR:0;

Schedule: Fee Summary and Order Form – April 13, 2011 – Capistrano Unified School District

In exchange for all the deliverables and services outlined in this agreement, Licensee shall pay the Company the following Fees according to the following schedule (payable in U.S. dollars).

Initial Term Fees

Item	Description	Price
Assessment Content License	Per student fee, per year: \$2.00 Number of Students: 23,600 Grades Assessed: 7-12 Term: April 13, 2011 to June 30, 2013	\$94,400.00
Assessment Publishing Content Customizations & Modifications*	Licensee's staff may create and publish any number of assessments using the online system.	Included
	Custom Items: 70	Included
Assessment Blueprint Creation	Item Modifications: 70 (see details below) Intel-Assess works with you to create an effective assessment program. In support, Intel-Assess provides access to its "Assessment Blueprint" tool, which helps you to: <ul style="list-style-type: none"> • Determine item counts by standard; • Review individual assessments and your entire assessment program to ensure your educational goals will be met; • Compare your assessment program to the State's blueprint. 	Included
Training and Support	<i>Implementation:</i> Intel-Assess provides an implementation session to help you: (a) define your assessment model to meet your educational goals; (b) define the details of the assessment model; and (c) review best practices in implementing an assessment program. <i>Platform Training:</i> 16 training sessions to guide participants (75 maximum per session) to make effective use of Intel-Assess' assessment blueprint and assessment creation tools create assessments and to manage the Intel-Assess implementation. <i>Ongoing Support:</i> Access to on-line support.	\$40,000.00
User Management	The Licensee will be responsible for its own user management (see Schedule: Content License)	
Writing Prompts	Writing prompts with scoring rubrics for grades 2-12 varied by genre and purpose	\$120.00
Discount	5% Pre-payment discount of \$7080 on two year term is included in the prices above.	Included
Total:		\$134,520.00

*See attached schedules for details of the above services and products.

Notes:

- Assessment Publishing: There is no limit on the number of assessments Licensee may create.
- Rationale Document: Each assessment includes a Rationale.
- Additional on-site days can purchased at a rate of \$1500 per session.
- Additional Services – The Company will provide additional services for additional Fees to be mutually agreed upon.

All payments shall be due and payable thirty (30) days from the Effective Date. The Company reserves the right to change the above prices provided that notice of such change is provided to Licensee at least thirty (30) days prior to the end of the Initial Term or any Renewal Term, as applicable.

Payments shall be sent to: Intel-Assess, Inc., 1032 Irving Street, #445, San Francisco, CA 94122-2200, Attn: Accounts Receivable.

Schedule: Content License – April 13, 2011 – Capistrano Unified School District

Term

Licensee shall be granted a nonexclusive, nontransferable, revocable, worldwide, limited license during the Term, subject to all of the terms and conditions hereof, to use the Content solely pursuant to the Permissible Uses (the “License”).

The License Term is from **April 13, 2011** through **June 30, 2013**, unless it is extended in writing and signed by both parties.

At the termination of this Agreement, if the Agreement is not extended or renewed, the Licensee shall have no further rights to use any of the Content. In the event the Licensee has in its possession any printed or electronic documents containing any Content, these may not be used for any purposes without the written consent of the Company unless a current Agreement is effective except that the Assessments administered to students may be retained as student records.

Further, if the Licensee chooses to extend or renew its license for a subset of the products and services provided by the Company in the initial term of the Agreement, the Licensee shall have no further rights to use any of the Content that is not included in the extension or renewal term in accordance with terms of this Agreement.

This Agreement may be extended or expanded if both parties agree, in writing, to a change in the scope of work and/or Term of License, along with additional Fees.

Description of Content for Platform Customers

The Content shall consist of the Company’s Assessment Items, Assessments produced using the Company’s Assessment Items, and related documents set forth on or delivered through the Company’s website as maintained by the Company in its discretion and subject to additions and deletions in the ordinary course of business. The website shall be subject to the Company’s terms of use.

The Company segments its Content into groups for the purpose of licensing each group independently (each grouping a “Content Product”). The Licensee is licensed only to use, in accordance with the terms of this Agreement, those Content Products specifically identified in an applicable schedule.

The License includes access to the Company’s web-based Assessment Creation Tool through which the Licensee will access Assessment Items and specify Assessments. Upon specification of such assessments, the Licensee will be able to automatically generate an electronic document of the Assessment and the Teacher Rationale Document. Documents will be generated in .pdf or other electronic format of the Company’s choice. The annual limit for the number of assessments Licensee may create is indicated in Schedule: Fee Summary and Order Form.

Support

The Company will provide customer support for Licensee through a single point of contact of Licensee. The Company will provide access to online support from 8AM to 5PM Monday through Friday. Company will assign an Account Manager for ongoing support and advice. All support issues and questions will be coordinated through the single point of contact.

The Licensee will be responsible for the management of user accounts for the online system, including creation of accounts, recovery of lost passwords for users, disabling of accounts no longer in use, and maintenance of all user account permissions and settings.

Content Updates

The Company often adds new Content to its Content Products. The Company also often makes improvements to its existing Content. As new Content or improvements are completed and added to one of the Content Products, the Content will be made available through the Company's online system to customers that have licensed the applicable Content Product. The Company may choose to develop new Content Products which will, at the sole discretion of the Company, be made available only for an additional fee.

Maximum Number of User Accounts

Licensee may create up to 20 user accounts to access the Company's technology platform. Licensee may not share user accounts between individuals. The purpose of this limit is to prevent very large numbers of users from requiring training and support. The Company will increase the limit on request by reasonable numbers if the Licensee requires more than 20 individuals to access the technology, and if the Licensee agrees to provide their users necessary training.

Permissible Uses

The Content is licensed for the purpose of administering assessments to students in Licensee's school district with the limitations outlined herein. Licensee may not resell or otherwise share the Content with any other organization. **The Licensee may only use the Content with students included in the grades and up to the student counts indicated in the Schedule: Fee Summary and Order Form - April 13, 2011 (Capistrano Unified School District).**

Schedule: Content Customization and Modification Support – April 13, 2011 – Capistrano Unified School District

Support for New Custom Content

The Company will develop up to **70** New Custom Items in accordance with the terms outlined in this Agreement to allow Licensee's users to request New Custom Items for assessments created by Licensee.

Support for Modifications

The Company will make up to **70** Item Modifications in accordance with the terms outlined in this Agreement to allow Licensee's users to request Item Modifications for assessments created by Licensee.

No Changes to Passages

Intel-Assess will **not** make modifications to passages.

Quick Check Modifications

Intel-Assess will **not** make modifications to assessments marketed as Quick Checks.

Definitions

Item Modifications

An Item Modification is limited to minor wording or formatting changes to existing items such that the changes do not alter what the item measures or the meaning of the item. Any change request that meets any of the following criteria, in the sole discretion of the Company, will be classified as a New Custom Item and will be fulfilled only within the limits outlined in this Agreement:

1. The review calls for a change to the item stem that substantially changes the meaning of the question, or
2. The review calls for a change to the correct answer with anything more than minor replacements of synonyms or clarification in English language usage, or
3. The review calls for an addition or a change to one or more diagrams.

Item Modifications may include modifications to **one** incorrect answer choice that may be too difficult for students at the given point in the year when the assessment is to be used. All Item Modifications must, in the sole discretion of the Company, conform to the Item Quality Standards.

The following are examples of allowed Item Modifications:

1. Changing "1000" to "1,000";
2. Changing "Oxygen" to "O₂";
3. Simplifying the wording of an item without changing its meaning; or
4. Replacement of one incorrect answer with a different incorrect answer.

New Custom Items

A New Custom Item is any item developed that is either a new item or is a variation of an existing item that goes beyond the limits outlined in this Agreement for an Item Modification. All New Custom Items must conform to the Item Quality Standards.

Following are examples of revisions that will be defined as New Custom Items:

1. Any change to an item such that the correct answer must be changed (e.g., changing a math item from "Johnny had 10 apples. He gave away 3. How many did he have left?" to "Johnny had 9 apples..."); or
2. Creating items with the same format but with different numbers (e.g., changing 5 x 5 to 5 x 6); or
3. The addition or removal of graphical images.

New Custom Passages

A New Custom Passage is a passages that is found in the public domain or written by the Company's authoring team. All New Custom Passages must meet the following guidelines:

1. Passages must match rigor and grade level expectations based on available documentation from the state's education department.
2. Passages must be of appropriate length, content, and style for use on formative assessments that align to state standards.
3. Either passages must be available in the public domain, or the Company is able to write passages with its team of authors. (No passages can be added for which rights must be procured due to the unknown complexity and costs associated with such activities.)

Item Quality Standards

To the extent that Licensee may request New Custom Items or Item Modifications, the Company will, in its sole discretion, approve or reject all such requests based on the following criteria, which it will apply reasonably:

1. Resulting Items must be aligned to the academic standards.
2. Resulting Items must be at grade level expectations, based on available documentation from the state's education department.
3. Resulting Items must match the rigor of the state's corresponding high stakes assessment.
4. Resulting Items must be multiple choice items with 4 choices for answers
5. Resulting Items must meet industry standard quality metrics that lead to validity and reliability.

Ownership

All Item Modifications, New Custom Items, and New Custom Passages will be added to the Intel-Assess item bank and will become part of the Content and may be used by any or all of Intel-Assess' customers. Intel-Assess will retain ownership of the New and Modified Items as part of the Content. Licensee will have access to the New and Modified Items in accordance with the terms of this Agreement or any extension or renewal for limited use of the Content. Licensee will have no rights to use the items without a current Assessment Content License with Intel-Assess that explicitly grants usage rights for a given period of time.

The Company Has Sole Discretion

As this assistance to customers is not the core service provided by this Agreement and is, instead, an effort by the Company to assist its customers in being successful when it is able to do so, the Company has sole discretion to interpret the definitions above as to whether a request is for a New Custom Item or an Item Modification.

Honored Requests are not Precedent

The Company strives to create a solution that is as strong as possible for its customers. As a result, whenever possible, given many factors, such as time, cost, value to the Intel-Assess item bank, and educational importance, the Company may from time to time complete requested work that goes beyond the limits of this Agreement. Further, Intel-Assess attempts to use feedback from customers to shape its development efforts. **Under no circumstances shall Licensee use past requests completed by the Company as a precedent or example in clarifying the definitions above, and the completion of additional work at one time does not represent an obligation on the part of the Company to do similar work in the future.**

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **STATEMENT OF WORK AGREEMENT FOR SHAREPOINT 2010
FORMS AND WORKFLOW ASSESSMENT**

BACKGROUND INFORMATION

In fall 2008, a committee began to research how the District might conduct its day-to-day business more effectively and efficiently. During this internal assessment, it became clear that critical systems which house essential data for decision making were working in isolation from each other, creating disjointed reports and extensive manual extraction of data by multiple personnel. Currently, the District possesses data in three major systems that do not efficiently communicate with each other: Quintessential School System (QSS), GENESEA, and Aeries. QSS is the Personnel and Budget data warehouse system that contains position numbers for control purposes, budget account codes, position names, locations, and much more. GENESEA is the Special Education system for Individualized Education Programs (IEPs) that holds student program services and information related to each student's individual program needs. Aeries is the District's student information system which holds critical data ranging from attendance, test scores, medical records, contact information, and much more for all 51,000 students. Currently, these three systems do not work together efficiently to help the District determine critical and timely staffing and budgeting needs. For staff in Personnel, Budget, and Special Education to make data-driven decisions, data must be extracted manually from each system and manipulated in a spreadsheet. Continuing to operate in this manner is becoming unmanageable for an organization of this size, considering the advancements in technology now available.

An example of disjointed systems and data would be how District staff process an Employee Requisition (ER). The Personnel Department processes over 10,000 ERs in one year. Each ER is manually completed by typing in data such as position title, position number, budget code, and location, on the paper-based form. The ER is then routed manually to three different departments for approval. In the Budget Department, staff manually reinserts the position number of the ER for tracking purposes. The ER is then copied three times to be manually delivered to Insurance, Payroll, and the originator. Each ER is placed on file in all three locations.

By examining our systems and workflows, the District has the opportunity to develop and implement an ER system that will transform the way it conducts employee-related business. When implemented, SharePoint's workflow solution will automatically retrieve data from existing software databases (QSS, GENESEA, and Aeries) and then populate the fields on the

electronic form. This will eliminate the need for site and District staff to manually type each section of each form. The form will then be sent and tracked electronically, eliminating the need to manually send forms by mail or fax from one location to another. Not only will this save staff time, it will significantly reduce paper and printing expenses. Time spent addressing envelopes, stuffing and sorting mail, and hand-walking these forms around the District will be recaptured and better served working with students and their families. Finally, all of the information contained in the ER system will automatically generate a report which will become the Classified and Certificated Personnel Activity Lists for each regular Board meeting. In addition to the increased productivity for the day-to-day operations, tracking and monitoring personnel costs will become more sophisticated and better utilized to maximize existing and future District resources. Through this proposed assessment, a plan will be developed to make data more accessible, relevant, and timely for numerous forms and multiple systems.

With expert services from Dell in partnership with Microsoft, the attached Statement of Work (SOW) will provide the District a road map to create efficient systems and workflows. Exhibit A outlines the process by which Dell will analyze our systems and workflows to develop a plan to move and route forms online via the SharePoint portal. The implementation of SharePoint for teacher and staff collaboration was Board approved February 8, 2011. This SOW will build upon that initial SharePoint project to expand the potential of this solution to aid the District in streamlining operations. This would have been very difficult to pursue without having the SharePoint solution licensing and architecture in place due to previous grants.

CURRENT CONSIDERATIONS

The Microsoft SharePoint solution is a web technology-based server used to build portals, collaboration sites, and content management for the District's internal web presence. It also supports real time document management to track and manage workflow and paperwork online. The intent of this SOW will provide an online portal for staff to complete and submit operational forms, making it easier to manage and track documents and align resources.

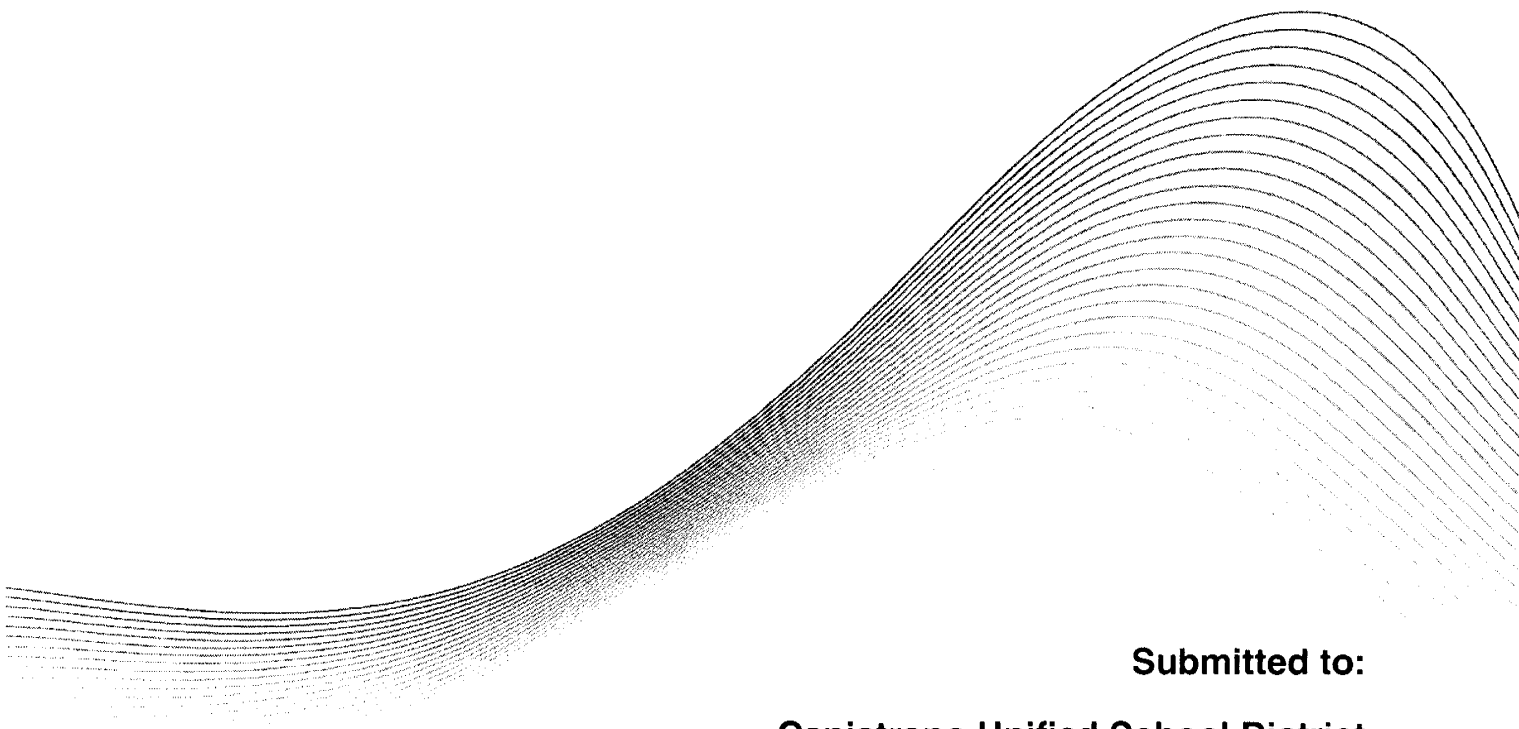
This agenda item requests approval of the attached SOW by Dell Services for the assessment of forms and workflows for SharePoint 2010 deployment (Exhibit A). The SOW will provide the expert support necessary to develop the plan for accomplishing automated forms routing.

FINANCIAL IMPLICATIONS

Financial Impact: \$19,334
Funding Source: Microsoft Voucher Settlement Funds

STAFF RECOMMENDATIONS

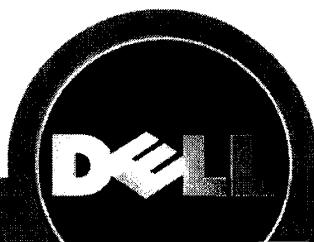
It is recommended the Board approve the SOW with Dell Services for the assessment of forms and workflows for SharePoint 2010 deployment (Exhibit A).



Submitted to:
Capistrano Unified School District

Submitted by:
Larissa Grobe
Dell Global Services

3/7/2011



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Statement of Work For Capistrano Unified School District

This Statement of Work ("SOW") is between Dell Marketing L.P. ("Dell"), and Capistrano Unified School District ("Customer") for the services described in this SOW (individually, the "Service" or collectively, the "Services") and is effective as of the date last executed in the Signature section below.

The Services shall be performed in accordance with this SOW and the terms and conditions specified in the Customer's separate signed master services agreement with Dell which specifically contemplates provision by Dell of professional information technology consulting services (i.e. infrastructure, implementation, configuration and/or custom application development consulting) or, in the absence of such agreement, Customer Master Services Agreement at <http://www.dell.com/cmsa> (the "Agreement"). Neither Dell nor its representatives, employees, contractors and/or subcontractors take responsibility for, nor are they liable for, any decisions made in the development of any systems, products, or software solutions that are made by, or for, Customer, or by employees or other representatives, contractors and/or subcontractors of Customer.

All Customer use of software, online services, or software-enabled services in connection with this SOW is pursuant to the terms of the individual license agreement distributed with the service or, in the absence of such an agreement, the Dell Services Acceptable Use Policy ("AUP"), which is available for review at <http://www.dell.com/AUP> and incorporated in its entirety herein by reference.

Confidentiality: All information supplied to Customer for the purpose of this SOW is to be considered Dell confidential.

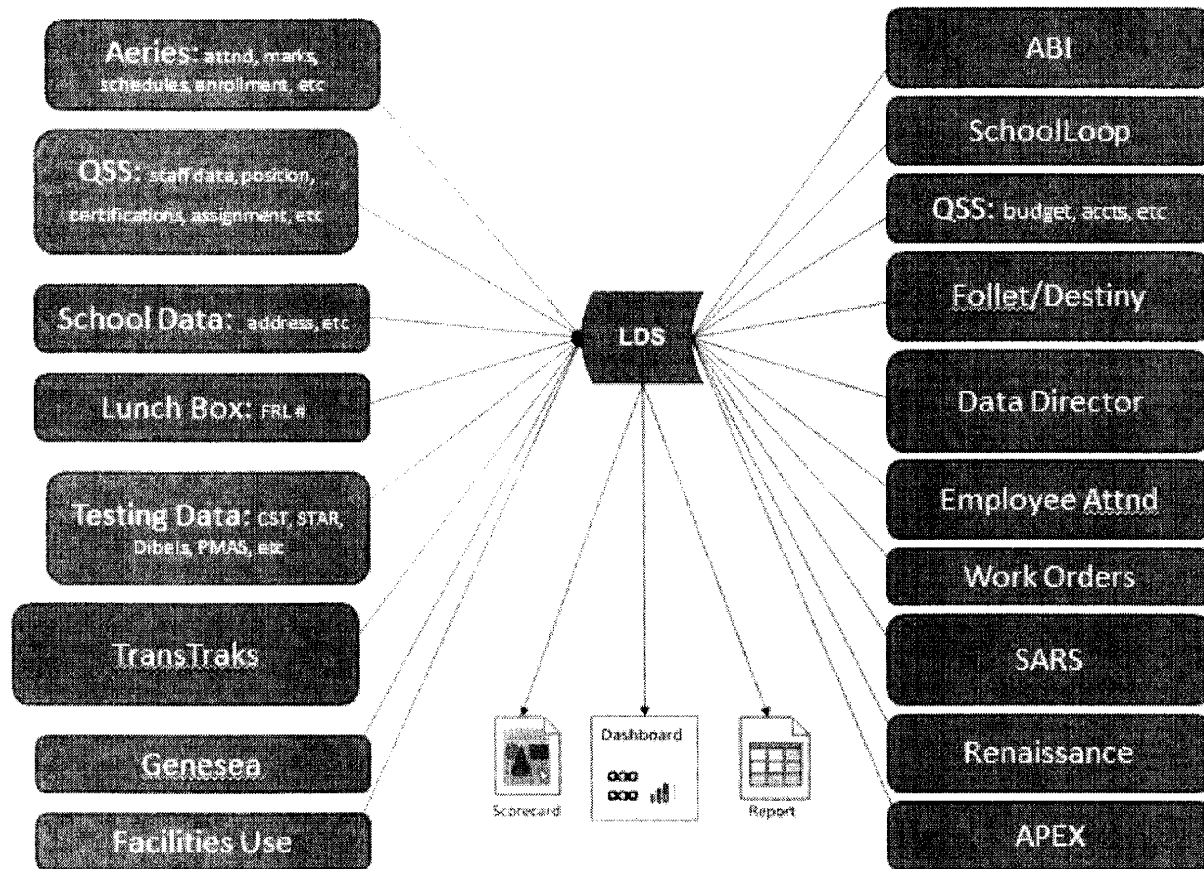
SharePoint 2010 Forms and Workflow Assessment

1.0 Overview and Shared Objectives

Capistrano USD has an enrolment of approximately 52,000 students with almost 2500 teachers and 1800 support staff. Capistrano is initiating an improved web and collaboration strategy that includes deploying SharePoint 2010 for their internet portal requirements and overall collaboration strategy. Capistrano recognizes the value and benefit of automating their current forms and related workflow processes and has requested the services of Dell to provide a forms and workflow assessment in order to leverage the Composite and Insights capabilities of SharePoint 2010 and help drive additional efficiencies, cost savings and improve work processes.

Key business processes and applications to be addresses include employee/staff related requisitions and purchase requisitions. Overall business applications and systems include:





Primary goals include consolidating existing forms, populating forms data from other systems to minimize data entry/re-entry and automate reporting/analytics of process related information (i.e. School Board Reports) with adherence to governance policies.

Dell agrees to deliver to Customer the Services described in Section 3 herein.

2.0 Project Scheduling

This project is estimated to take two (2) weeks.

Phase	Estimated Duration
Form and Workflow Assessment	2 weeks (1 Week onsite)
TOTAL	2 Weeks

3.0 Project Scope and Definition

Dell will perform the tasks for this Service as follows:

Forms and Workflow Assessment

Assessment and Requirements Gathering

- Perform assessment of identified forms, data types and related workflows (100+ forms)
- Review data integrations and data validation requirements with line of business systems (QSS, Genesee, Aeries etc..)
- Perform assessment of governance models
- Review security requirements
- Review Single Sign On requirements
- Review forms creation, review and approval processes
- Review enterprise search requirements
- Review use of Mac and browser support requirements
- Review Insights requirements
 - Dashboards and KPS
 - Reports
- Review solution architecture requirements
- Review user interface requirements
- Develop Assessment and Recommendations Summary document
- Review Assessment and Recommendations document with key stakeholders. Provide one revision as needed.
- Present final Environment Review and Assessment document to Customer
- Project status meetings / status reports

As used in this SOW, knowledge transfer, demonstrations and documentation, and all references thereto, and the pricing quoted herein specifically exclude any Dell training and certification services. Knowledge transfer outlines only a high level informal transfer of basic knowledge of the Dell services from the Dell Consultant to Customer's local contact or IT representative. Dell training and certification offerings are available to Customer subject to a separate price quote.

4.0 Deliverables

The following is a list of deliverables that will be provided to Customer under this SOW subject to time authorized through this SOW.

Deliverable	Description	Method of Delivery
Forms and Workflow Assessment Document	Document that describes all functional and technical requirements of the SharePoint solution. This document will also provide a plan for moving forward with future phases of the project.	PDF or Word

5.0 Assumptions and Customer Responsibilities

Assumptions:



Dell may make certain assumptions while specifying the Services and deliverables detailed in this SOW. It is the Customer's responsibility to identify any incorrect assumptions or take immediate action which will make all of Dell's assumptions correct. Dell has made the following specific assumptions while specifying the Services detailed in this SOW:

1. If the assumptions used to develop the SOW are found to be incorrect, the parties agree to meet and negotiate, in good faith, equitable changes to the SOW, Service Levels and/or Fee Schedule, as appropriate.
2. The prices for the Services are based on Customer's environment as known by Dell at the time of execution of this SOW. If the volumes, consumption factors or requirements change by +/- five (5%) percent, Dell will adjust the pricing to reflect these changes.
3. The resources to perform the Services shall be available (including any travel time) Monday through Friday, 8:00 a.m. to 5:00 p.m. local Customer time (excluding nationally-observed holidays) based on a forty (40) hour week, unless previously agreed upon between Customer and Dell.
4. Dell reserves the right to perform portions of the work remotely according to a schedule mutually agreed to by both Customer and Dell.
5. A typical schedule involves working remotely at least one business day per week to complete deliverables and/or any applicable documentation. Additional fees may apply for travel/Services outside of this timeframe.
6. This SOW includes travel to one domestic location(s) within the continental United States as detailed in this SOW. Any additional travel to other locations is considered out of scope and will require the approval of Customer via the change control process detailed in this SOW.
7. Dell is not responsible for resolving compatibility or other issues that cannot be resolved by the manufacturer or for configuring hardware or software in contradiction to the settings supported by the manufacturer.
8. Dell is not responsible for project or Service delivery delays caused by Customer facility or personnel challenges.
9. Completing transition within the agreed timeframe is contingent upon Dell receiving the necessary Customer information and gaining access to the necessary Customer resources, personnel, and facilities in a timely manner.
10. Dell's pricing does not assume the responsibility of any Customer or third party personnel, hardware, software, equipment or other assets currently utilized in the Customer's operating environment.
11. Dell reserves the right to sub-contract portions or all of the requested Services.

Not Included With This Service:

1. Any services or activities other than those specifically noted in this SOW

Customer Responsibilities:

Both Customer and Dell are responsible for collaborating on the execution of the Services. Dell's responsibilities have been set forth elsewhere in this SOW. Customer agrees generally to cooperate with Dell to see that the Services are successfully completed. Customer agrees to the following assigned responsibilities:



1. Prior to the start of this SOW, Customer will indicate to Dell in writing a person to be the single point of contact, according to project plan, to ensure that all tasks can be completed within the specified time period. All Services communications will be addressed to such point of contact (the "Customer Contact"). Failure to do so might result in an increase in project hours and/or length in schedule.
2. Customer will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during the Services ("Technical Contacts"). Dell may request that meetings be scheduled with Technical Contacts.
3. The Customer Contact will have the authority to act for Customer in all aspects of the Service including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements.
4. The Customer Contact will ensure that any communication between Customer and Dell, including any scope-related questions or requests, are made through the appropriate Dell Project Manager.
5. The Customer Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.
6. The Customer Contact will ensure attendance by key Customer contacts at Customer meetings and deliverable presentations.
7. The Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
8. Customer may be responsible for developing or providing documentation, materials and assistance to Dell and agrees to do so in a timely manner. Dell shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Customer's failure to provide such timely documentation, materials and assistance.
9. The Customer Contact will ensure the Services personnel have reasonable and safe access to the Project site, a safe working environment, an adequate office space, and parking as required.
10. Customer will inform Dell of all access issues and security measures, and provide access to all necessary hardware and facilities.
11. Customer is responsible for providing all hardware, software, telephone internet access, and facilities in a timely manner for the successful completion of the Services. Facilities and power must meet Dell's requirements for the products and Services purchased.
12. Customer agrees to complete a customer satisfaction survey.

Data Backup

- Customer will complete a backup of all existing data and programs on affected systems prior to Dell arriving at the location to deliver this Service. **DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS.**



6.0 Change Control Process

The "Change Control Process" is the process that governs changes to the scope of the Services during the term of this SOW. The Change Control Process will apply to new Services components and to enhancements of existing Services.

A written "Change Order" will be the vehicle for communicating any desired changes to the Services. It will describe the proposed change to Services scope, pricing, resources, tasks, and deliverables; the reason for the change; related assumptions and Customer responsibilities; and the schedule and price impacts of the change. The Dell Project Manager will draft the Change Order document based on discussions with Customer and Dell team. Only changes included in a Change Order signed by both Customer and Dell will be implemented.

In some cases, a Change Order will authorize Dell to study the impacts that a proposed change will have in terms of required changes to Services scope, schedule, and price. If, upon completion of the study, Customer agrees to proceed with an identified scope change, the Dell Project Manager will draft a separate Change Order to detail the specifics associated with that change.

7.0 Dell Personnel Skills and Qualifications

Dell, will, at its sole discretion, determine the number of personnel and the appropriate skill sets necessary to complete the Services. Customer understands that Dell resources may include employees of Dell and/or a service provider or subcontractor to Dell. Dell personnel may work on-site at Customer location or off-site at a Dell or other location as determined by the needs of the Services and by specific agreement of the Customer project manager. Dell has identified the following initial resource levels for these Services. Key responsibilities for the resources are identified below.

Project Manager (PM)

- Single point of contact and accountability for successful delivery of the Services
- Maintain focus on time, cost and scope
- Coordinate and facilitate kick-off, status, deliverable review and closeout meetings
- Establish and manage the Services schedule, communications and status reporting
- Provide up to one status call and brief status report per week
- Identify, monitor and manage Services risk, issues and escalations
- Facilitate change management as needed
- Confirm the Services delivered are in accordance with the SOW
- Obtain deliverable and Services completion acceptance from Customer
- Up to one deliverable review or phase completion call per week
- Monitor the Services budget and invoices
- Manage the Customer relationship
- Track and status progress against milestones (if milestones are noted within SOW)
- Project management activities are conducted remotely



Business Analyst

- Facilitate business requirements sessions, documentation and analysis
- Develop functional specifications
- Facilitate and review technical architecture documents
- Draft test plan, conduct quality assurance testing, and facilitate Customer issue tracking/resolution
- Help draft weekly status reports
- Help draft and review Service deliverables
- Help define the Service schedule

Collaboration Solution Architect

- Participate in internal kickoff meetings to provide successful transition of scope to Service team
- Assist Service team with any risk, issues or escalations related to Service scope
- Assist Service team in product demonstrations to further prove out solutions relative to the Service

Practice Manager

- Provide business and technical thought leadership to the Services team to ensure successful delivery of the Services
- Participate in key Service calls for context and technical support
- Provide business and technical review of design, architecture, and other deliverables for accuracy and incorporation of best practices
- Help team identify and manage technical risk, issues, and escalations

Technology Architect

- Facilitate requirements documentation and analysis around application architecture
- Provide subject matter expertise around advanced application configuration and development
- Assist in the design of advanced integration, migration and customization requirements
- Draft technical architecture documentation
- Provide technical leadership to the Services team
- Work with the Business Analyst and Technical Consultant to define and validate the architecture and create the technical design of the solution that the Technical Consultants will build out

Technical Consultant

- Understand server architecture, technology and product requirements
- Perform day-to-day execution of technical tasks
- Participate in technical requirements sessions, documentation, and analysis



- Review functional requirements documents
- Participate in design meetings to define technical solution, if included in Service scope
- Create technical specification documents, if included in Service scope
- Define and perform unit testing, if included in Service scope
- Identify and help resolve Service risks and issues
- Provide input to status reports
- Identify need for possible change requests and discuss with Customer and Dell Project Manager

8.0 Payment Criteria

Fixed Fee: Payment for Services is a Fixed Fee of US \$19,334.00

Invoice / Payment Terms: Invoicing for each milestone or billing date will occur as soon as practical after attainment of each milestone. Payment is due (30) days from date of invoice.

Expenses: Expenses are included in the Fixed Fee price. Unless the scope changes; Dell will not charge any additional expenses in connection with delivering the Services without the express written consent of Customer. Additional expenses include Service related expenses including actual, reasonable and necessary travel and living expense.

Taxes: Dell's pricing does not include applicable local taxes.

Scope Changes: Additional fees may apply if Customer changes or expands the scope of the Services. Any additional work that is required outside the scope of this SOW requires written approval by Customer and Dell as described in the Change Control Process detailed in this SOW.

Services Scheduling: Services may not be scheduled or commenced until the Purchase Order (if any) and signed SOW is received by Dell. Upon receipt of a signed SOW and Purchase Order, a Dell Project Manager will typically contact you within 7 business days to begin Services scheduling. Services Scheduling will be based upon Customer's schedule preferences/requirements and the availability of required resources.

Pricing: The terms offered by Dell under this SOW (including but not limited to the pricing) shall be valid for thirty (30) days following initial delivery of this SOW to Customer. In the event this SOW is executed by Customer after such thirty (30) day period, Dell may in its sole discretion, (i) accept the SOW on the stated terms or (ii) reject such SOW and may provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.

9.0 Termination

- 9.1. **Without Cause.** Dell or Customer may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, Customer shall only be obligated to compensate Dell for services rendered to the date of termination. Written notice by Dell shall be sufficient to stop further performance of services to Customer.



9.2. **With Cause By Customer.** Customer may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 9.2.1. material violation of this Agreement by the Dell; or
- 9.2.2. Dell is adjudged a bankrupt, Dell makes a general assignment for the benefit of creditors or a receiver is appointed on account of Dell's insolvency.

Written notice by Customer shall contain the reasons for such intention to terminate and unless within fifteen (15) calendar days after that notice is received by Dell the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the fifteen (15) calendar days cease and terminate.

10.0 Order of Precedence

This SOW, together with the Purchase Order (if any) and the Agreement, states all of the rights and responsibilities of, and supersedes all prior and contemporaneous oral and written communications between Dell and Customer regarding this Service. The use of pre-printed forms, such as Purchase Orders, will be for convenience only, and all pre-printed terms and conditions stated on such forms will not apply to this Agreement. Should a conflict arise between the terms of the Purchase Order, SOW and Agreement, the following order of precedence shall be followed: first, the SOW, second the Agreement, and third the Purchase Order (if any); provided, however, that any terms and conditions printed on the Purchase Order shall not apply.



11.0 Signature

Please fax a copy of your Purchase Order and this signed SOW (with all pages in full) to 512-283-7899, Attention: Dell – Intake Manager. The Purchase Order amount should include estimated expenses if they are billable.

Capistrano Unified School District	Dell Marketing L.P.
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:



Contact Summary

Customer Primary Contact for Service	<p>Capistrano Unified School District</p> <p>Customer Number: _____</p> <p>Contact Name: Susan Holliday</p> <p>Phone: 949-234-9463</p> <p>Email: seholliday@capousd.org</p>
Date	3/7/2011
Dell Services Solutions Architect Contact	<p>Larissa Grobe</p> <p>Title: GICS Solutions Architect</p> <p>Dell Global Services</p> <p>Phone: 512-431-0935</p> <p>Email: larissa_grobe@dell.com</p>
Customer Billing Contact	<p>Capistrano Unified School District</p> <p>33122 Balle Rd</p> <p>San Juan Capistrano, CA 92675</p>
Dell Segment Contact	<p>Tom Novosel</p> <p>Phone: 303-243-4985</p> <p>Email: tom_novosel@dell.com</p>
Location Where Work Will Be Performed	<p>33122 Balle Rd</p> <p>San Juan Capistrano, CA 92675</p>
Dell Opportunity Number	
NDA #	
Contract Number/Code #	



CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **AUTHORIZATION TO ENTER INTO A STATEMENT OF WORK
AGREEMENT FOR INFORMATION TECHNOLOGY EFFICIENT
ENTERPRISE ASSESSMENT**

BACKGROUND INFORMATION

The District's data center is core to the daily operations for all staff and students, as well as parents. The data center houses more than 100 servers supporting critical systems such as email, student attendance data, community and school Listservs, Personnel and Budget data, special education Individualized Education Programs, as well as many software applications used for student learning. The entire organization, in one way or another, is dependent upon the hardware and software applications housed in the District's data center. Over 40 percent of the servers housed in the data center are now over five years old. The typical life span of a server is five to seven years; replacements can range from \$8,000 to \$12,000 per server.

Tied to these servers is our Storage Area Network (SAN). The SAN is the backbone of District storage. The SAN makes storage available to each server. It is also where data is backed up for disaster recovery. The SAN was purchased from Dell in 2006; the life span of a typical SAN is five years. Currently, the SAN storage is at maximum capacity, preventing additional applications from being attached to the network. The back-up process takes more time than a 24-hour day allows, which requires the Technology & Information Services (TIS) Department to complete partial back-ups, as well as scheduling back-ups into the weekend.

In 2006, the District began to virtualize servers with assistance from Microsoft and Dell. Through virtualization, multiple solutions can be housed on three or more robust servers, allowing for improved server availability, management, and performance. By virtualizing, the District is able to house 40 or more servers on just three or four virtual servers, which saves the District substantial funds by reducing server replacement costs. The virtual environment is also now nearly five years old and has reached its maximum capacity. Like the SAN and the virtual environment, our Exchange and file storage servers have also reached capacity, requiring TIS to place caps on the amount of data one individual may keep within those environments.

Based on the high demand the District has on using technological resources for collaboration, communication, reporting, and daily operations, the needs have outgrown the capacity of the data center. At the same time, there have been significant advancements in the Information Technology (IT) industry which can now provide low cost, more sophisticated technologies that go beyond many of the services the District is prepared to offer today. In order to properly

evaluate what technologies are available, while at the same time effectively harnessing the technology the District has currently, TIS would like assistance in developing a road map to upgrade our data center.

Through the IT Efficient Enterprise Assessment Statement of Work (Exhibit A), Dell's Service Division has proposed to provide a detailed analysis of the District's current mode of operations as well as a road map to upgrade and expand the data center using current technology to prepare for both current and future needs. When making decisions to replace or upgrade systems, the decision should not be made in isolation. For example, if the District were to upgrade email to Exchange 2010 and it was completed in isolation from other systems, the upgrade would fail because the SAN would not be able to sustain this new level of storage. With Dell's help, TIS will prepare a road map to upgrade and replace applications while taking all systems into consideration. Dell has proposed to complete this assessment for the District at no cost. There will be a point in which critical systems, such as the SAN, will need to be upgraded at a significant cost. The cost for some of these upgrades was included in the budget assumptions for the 2011-2012 fiscal year.

CURRENT CONSIDERATIONS

This agenda item requests the approval of the attached Statement of Work from Dell's Service Division for the IT Efficient Enterprise Assessment (Exhibit A). The Statement of Work will provide the expert support necessary to develop a road map for a simplified and unified core data center housed with current and innovative systems and services.

FINANCIAL IMPLICATIONS

There is no financial impact. Dell's Service Division has proposed to perform the work at no cost.

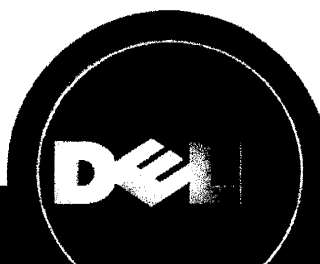
STAFF RECOMMENDATIONS

It is recommended the Board approve the Statement of Work with Dell's Service Division for the IT Efficient Enterprise Assessment (Exhibit A).

A series of thin, black, wavy lines that originate from the left side of the page and curve upwards and to the right, creating a sense of motion and depth.

Submitted to:
Capistrano Unified School District

Submitted by:
Richard Hou
Dell Global Services
3/16/2011



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Statement of Work For Capistrano Unified School District

This Statement of Work ("SOW") is between Dell Marketing L.P. ("Dell"), and Capistrano Unified School District ("CUSD" or "Customer") for the services described in this SOW (individually, the "Service" or collectively, the "Services") and is effective as of the date last executed in the Signature section below.

This SOW and the performance of the Services hereunder are subject to and governed by the terms and conditions specified in the Customer's separate signed master services agreement with Dell which specifically contemplates provision by Dell of professional information technology consulting services (i.e. infrastructure, implementation, configuration and/or custom application development consulting) or, in the absence of such agreement, the Commercial Terms of Sale at <http://www.dell.com/Terms> (the "Agreement"). Neither Dell nor its representatives, employees, contractors and/or subcontractors take responsibility for, nor are they liable for, any decisions made in the development of any systems, products, or software solutions that are made by, or for, Customer, or by employees or other representatives, contractors and/or subcontractors of Customer.

All Customer use of software, online services, or software-enabled services in connection with this SOW is pursuant to the terms of the individual license agreement distributed with the service or, in the absence of such an agreement, the Agreement.

Confidentiality: All information supplied to Customer for the purpose of this SOW is to be considered Dell confidential.

IT Efficient Enterprise Assessment

1.0 Overview and Shared Objectives

The objective of the IT Efficient Enterprise Assessment is to provide Customer with a detailed analysis of their Current Mode of Operations, spanning the entire information technology (IT) environment (the "Service" or "Services") as set forth more specifically in this SOW.

The assessment will include an end-to-end analysis of the IT infrastructure level of complexity, based on internally developed industry standards, and an analysis of Customer cost of IT service delivery. The detailed understanding of current operational processes and related support costs (As-Is) enables Dell to make actionable recommendations that when implemented, will result in a substantial improved (efficiency, effectiveness, cost alignment) Simplified Future Mode of Operations (To-Be).

Approach

Dell employs a detailed methodology and process for assessing the Customer's IT operations in the selected organization based on the explicit goals and objectives of the Customer. The process begins with the pre-collection of data (Discovery) for preliminary analysis prior to initiating on-site assessment activities. During the onsite validation phase, Dell will gather additional information through interviews and clarification discussions. Assessment data gathering may or may not require onsite representation of the assessment team and determination of onsite requirements will be defined in the initial planning phase. After all data is collected and analyzed by Dell, findings will be documented along with insights and actionable recommendations.



Included in the assessment, an evaluation of Customer infrastructure operations is performed using the five-stage Efficient Enterprise Model that examines the organization from key perspectives (Service Delivery, Price Point, People, Measurement, Financial Management, Standardization, Tools and Automation). By understanding where the Customer's IT service delivery functions are positioned on the five-stage Efficient Enterprise model, Dell will assist Customer in identifying specific service delivery components that require corrective action. Implementing the Dell recommendations will drive continuous improvements and ensure that investments result in an effective and efficient Future Mode of Operations.

Dell agrees to deliver to Customer the Services described in Section 3 herein.

2.0 Project Scheduling

This service is estimated to take 20 consulting days effort over an eight week period.

Phase	Estimated Duration	Onsite/OffSite
Receive and Collate Discovery Data from customer	Pre-Week 1	Offsite
Conduct project kick-off meeting	Week 1	Onsite
Review pre-assessment Discovery data	Week 1	Onsite
Conduct interviews and review collected data	Week 1	Onsite
Validate data points and assumptions including ABC returns	Weeks 2-3	Offsite
Build deliverables	Weeks 4-6	Offsite
Pre-review of findings w/sponsor	Week 7	Offsite
Finalize deliverables	Week 7	Offsite
Formal presentation of deliverables to leadership team	Week 8	Onsite
TOTAL	8 Weeks	

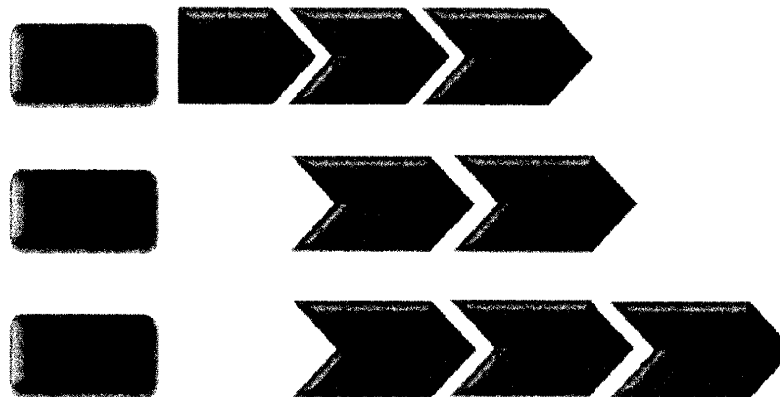
3.0 Project Scope and Definition

Dell will perform the tasks for this Service as follows:

- Step 1. Project Launch: Dell will review the scope, process, milestones, and timeline with the Customer Project Sponsor and service-area participants. Customer and Dell confirm Resource and Communications Plans. Also, the Discovery Data Gathering Checklist is confirmed and distributed to service-area participants during this step.
- Step 2. Review and Catalog Data: Dell will accumulate, review, and catalog Customer pre-assessment data in a secured project repository and finalize the interview schedule.



- Step 3: Interview Process: Dell will conduct interviews with each service-area sponsor and finalize functional assessment questionnaires to isolate any missing data.
- Step 4: Data Analysis and Validation: Dell will analyze compiled data into the data review matrix and prepare assumptions and data variances. Follow-up clarification interviews will be conducted, when needed. When applicable, the activity-based costing survey will be initiated during this step.
- Step 5: Compile Data and Document: Dell will compile all gathered data and document findings, observations and assumptions. Data from the activity-based costing survey is compiled, and assumptions matrix is refined as necessary.
- Step 6: Build-Out Deliverables: Dell will complete all findings and recommendations deliverables, including cost models and the Activity-Based Costing Summary.
- Step 7: Present Findings: Dell will review the findings with the Customer. Project Sponsor to validate the deliverables and prepare the final findings and deliverables documents to present to Customer Executive Management.



Dell Seven-Step Methodology Overview

This SOW will cover the IT Efficient Enterprise services for the Customer's computing environment and its operational disciplines, examining the following operational management components:

Service Delivery - Level and quality of current service delivery

The Service Delivery component is assessed to determine the quality of the current service delivery environment as compared to industry best practices. This examines IT's organizational alignment, strategy and vision, level of process integration, management of the service, user satisfaction and its focus on meeting or exceeding service level and operational goals.

People - Quality and focus of staff development

The People component is assessed to examine the level and quality of staff development, to include culture, roles and responsibilities, Customer service focus, training plans, and employee care methodology.

Price Point - Cost to deliver services

The Price Point component is assessed to determine the internal cost to deliver services, as compared to industry best practices. This includes the analysis of resource utilization and infrastructure components



to quantify service costs.

Measurement - Management and analysis of performance metrics

The Measurement component is assessed to determine the organization's service level management methodology and process. This includes a review of operational metrics, the use of the metrics to communicate performance, trending capabilities, and related continuous improvement disciplines.

Financial Management - Financial controls and discipline

The Financial Management component is assessed to determine the organization's financial management methodology, including budget management, demand management, alignment of budget to IT delivery activities, and cost recovery mechanisms.

Standardization - Level of standardization across the technical landscape

The Standardization component is assessed to determine the organization's level of standardization in terms of hardware, software, tools, applications, and processes.

Tools and Automation - Quality and automation of current toolset

The Tools and Automation component is assessed to determine the organization's tool portfolio used in enterprise management to determine effective use of automation to enhance service delivery.

The specific service areas that will be assessed include:

End User Computing

Desktops, Laptops, Thin Clients, PDAs, Printers

- Platform Standards
- Desktop Procurement
- Image Build & Management
- Installs, Moves, Adds, Changes (IMACs)
- Software Distribution
- Asset Tracking
- Desk-side Support, Break/Fix
- Refresh, Removal, Disposal

Messaging and Collaboration

- Messaging Services, including number and variation of messaging platforms.
- Collaboration Services, including number and usage
- Security
- Monitoring

Data Center

Servers/Mainframe



- Platform Standards
- Performance Management
- Maintenance Management
- Virtualization
- Backup and Disaster Recovery
- Database Operations Management & Support
- Automation Management

Storage

- Platform Architecture & Standards (includes tiering and virtualization)
- Storage Network Measurement
- Performance and Capacity Planning
- Maintenance Management
- Tape Management
- Back Up and Disaster Recovery

Data Center Facilities

- Environmental Design and Support
- Rack and Cable Management

Network – Data, Voice and Internet/Intranet/Extranet

- Operations Practices
- Number and type of networks
- Performance Monitoring Capabilities
- Network Performance Metrics
- VOIP Capabilities and Usage
- Network Provisioning
- Disaster Recovery Capabilities
- Automation Capabilities

Application Operations

(Applications Operations is that part of application program which has a direct relationship to the infrastructure the applications use and the operational aspects of supporting the applications.)

- Application Technology Platform Requirements
- SDLC Operational Impact (environments, separation of duties, quality control)
- Portfolio Management (Lifecycle Mgmt)
- Availability Management Process
- Maintenance Process (enhancements, patches)
- Automation Capabilities



- Database Operations Management & Support

Service Management

- Service Desk
 - Incident Management
 - Problem Management
 - Request Management
- IT Governance
 - Customer Relationship Management
 - Service Level Management
 - Financial Management
 - Vendor Management
- Service Delivery Management (across all service areas)
 - Incident Management
 - Change Management
 - Release Management
 - Configuration Management
 - Asset Management
 - Capacity Management
 - Availability Management
 - Procurement

Security and Compliance

- Standards
- Policy Administration
- Vulnerability Management
- Intrusion Detection
- End User Account and Access Management
- Compliance Programs
- Software and Management
- Data Retention and Protection

NOTE: This assessment does not measure whether the Customer is in security compliance, only that the disciplines exist, and are being followed.

Assessment Locations

Portions of the data gathering and interview activities can be performed remotely. The following representative sites / locations are in-scope for this assessment:

1. Capistrano USD main IT location TBA



The following representative sites / locations are required to be visited during the assessment:

2. Capistrano USD main IT location TBA

As used in this SOW, knowledge transfer, demonstrations and documentation, and all references thereto, and the pricing quoted herein specifically exclude any Dell training and certification services. Knowledge transfer outlines only a high level informal transfer of basic knowledge of the Dell services from the Dell Consultant to Customer's local contact or IT representative. Dell training and certification offerings are available to Customer subject to a separate price quote.

4.0 Deliverables

The following is a list of deliverables that will be provided to Customer under this SOW subject to time authorized through this SOW.

Deliverable	Description	Method of Delivery
Executive Summary	<ul style="list-style-type: none"> Reflects a high level summary of key findings from the assessment for all evaluated areas with an emphasis on transforming service delivery capabilities, current delivery costs, and organizational structure. Highlights key findings based on the collected and compiled data from the current service delivery areas. These findings are organized by 'RAG' status in accordance with customer-supplied priorities. Benchmarks current operations against cross-industry best practices. 	PDF
Assessment Findings & Recommendations	<ul style="list-style-type: none"> Provides detailed assessment findings by functional areas in seven key Efficient Enterprise categories (service delivery, costs, people, metrics, standardization, financial and tools automation) and high level recommendations for corrective actions. Specific areas of focus include insights on the current organization and operational structure (As-Is), along with recommendations for future mode of operations (To-Be). Lists the key areas where Customer service delivery operations demonstrates excellence in service delivery along with providing key areas of future opportunity based on the analyzed results. 	PDF
Service Delivery Ratings	<ul style="list-style-type: none"> Provides detailed assessment ratings by functional areas across seven categories (service delivery, price point, people, measurement, standardization, financial management, and tools & automation). Reflects a rating of the analyzed service areas 	PDF



	against a five level Enterprise Efficiency Maturity model	
Service Delivery Cost of Service Delivery	<ul style="list-style-type: none"> Provides a unit cost estimate for specified service areas and compares these to industry data 	PDF
AS and TO BE Analysis	Provides a graphical representation of the current (As Is) and desired (To-Be) method of operation.	Physical Wall chart and PDF version

5.0 Assumptions and Customer Responsibilities

Assumptions:

Dell may make certain assumptions while specifying the Services and deliverables detailed in this SOW. It is the Customer's responsibility to identify any incorrect assumptions or take immediate action which will make all of Dell's assumptions correct. Dell has made the following specific assumptions while specifying the Services detailed in this SOW:

3. If the assumptions used to develop the SOW are found to be incorrect, the parties agree to meet and negotiate, in good faith, equitable changes to the SOW, Service Levels and/or Fee Schedule, as appropriate.
4. The resources to perform the Services shall be available (including any travel time) Monday through Friday, 8:00 a.m. to 5:00 p.m. local Customer time (excluding nationally-observed holidays) based on a forty (40) hour week, unless previously agreed upon between Customer and Dell.
5. Dell reserves the right to perform portions of the work remotely according to a schedule mutually agreed to by both Customer and Dell.
6. This SOW includes travel to one domestic location(s) within the continental United States as detailed in this SOW. Any additional travel to other locations is considered out of scope and will require the approval of Customer via the change control process detailed in this SOW.
7. Dell is not responsible for resolving compatibility or other issues that cannot be resolved by the manufacturer or for configuring hardware or software in contradiction to the settings supported by the manufacturer.
8. Dell is not responsible for project or Service delivery delays caused by Customer facility or personnel challenges.
9. Completing transition within the agreed timeframe is contingent upon Dell receiving the necessary Customer information and gaining access to the necessary Customer resources, personnel, and facilities in a timely manner.
10. Dell's pricing does not assume the responsibility of any Customer or third party personnel, hardware, software, equipment or other assets currently utilized in the Customer's operating environment.
11. Dell reserves the right to sub-contract portions or all of the requested Services.

Not Included With This Service:



1. Any services or activities other than those specifically noted in this SOW.

Customer Responsibilities:

Both Customer and Dell are responsible for collaborating on the execution of the Services. Dell's responsibilities have been set forth elsewhere in this SOW. Customer agrees generally to cooperate with Dell to see that the Services are successfully completed. Customer agrees to the following assigned responsibilities:

1. Prior to the start of this SOW, Customer will indicate to Dell in writing a person to be the single point of contact, according to project plan, to ensure that all tasks can be completed within the specified time period. All Services communications will be addressed to such point of contact (the "Customer Contact"). Failure to do so might result in an increase in project hours and/or length in schedule.
2. Customer will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during the Services ("Technical Contacts"). Dell may request that meetings be scheduled with Technical Contacts.
3. The Customer Contact will have the authority to act for Customer in all aspects of the Service including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements.
4. The Customer Contact will ensure that any communication between Customer and Dell, including any scope-related questions or requests, are made through the appropriate Dell Project Manager.
5. The Customer Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.
6. The Customer Contact will ensure attendance by key Customer contacts at Customer meetings and deliverable presentations.
7. The Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
8. Customer may be responsible for developing or providing documentation, materials and assistance to Dell and agrees to do so in a timely manner. Dell shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Customer's failure to provide such timely documentation, materials and assistance.
9. The Customer Contact will ensure the Services personnel have reasonable and safe access to the Project site, a safe working environment, an adequate office space, and parking as required.
10. Customer will inform Dell of all access issues and security measures, and provide access to all necessary hardware and facilities.
11. Customer is responsible for providing all hardware, software, telephone internet access, and facilities in a timely manner for the successful completion of the Services. Facilities and power must meet Dell's requirements for the products and Services purchased.
12. Customer agrees to complete a customer satisfaction survey.

Customer acknowledges that Dell will approach Customer during the Term of the SOW to obtain input regarding Dell's performance of the Service and nomination as a sales reference.



At that time Customer and Dell will agree in writing to the terms of such reference, if any, including Customer serving as a case study and providing information pertaining to Customer's experience with the Service.

Data Backup

Customer will complete a backup of all existing data and programs on affected systems prior to Dell arriving at the location to deliver this Service. **DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS.**

6.0 Change Control Process

The "Change Control Process" is the process that governs changes to the scope of the Services during the term of this SOW. The Change Control Process will apply to new Services components and to enhancements of existing Services.

A written "Change Order" will be the vehicle for communicating any desired changes to the Services. It will describe the proposed change to Services scope, pricing, resources, tasks, and deliverables; the reason for the change; related assumptions and Customer responsibilities; and the schedule and price impacts of the change. The Dell Project Manager will draft the Change Order document based on discussions with Customer and Dell team. Only changes included in a Change Order signed by both Customer and Dell will be implemented.

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Project Manager (PM)

- Single point of contact and accountability for successful delivery of the Services
- Maintain focus on time, cost and scope
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- Identify, monitor and manage Services risk, issues and escalations
- Facilitate change management as needed



- Confirm the Services delivered are in accordance with the SOW
- Obtain deliverable and Service completion acceptance from Customer
- Project management activities are conducted remotely

IT Simplification Practice Executive (PE)

- Establish and manage the project schedule
- Coordinate discovery operations related to the Customer's IT infrastructure
- Collect and analyze all data elements to include systemic discovery data, activity based costing data and end user questionnaires
- Deliver weekly findings and recommendations ("quick hits") to the Customer and Dell teams
- Analyze, compile and deliver final recommendations and findings report to Customer key stakeholders and Dell team
- Establish and manage the communications plan, including status reporting
- Validate that the Services delivered are in accordance with the SOW
- Review project deliverables for compliance with scope and quality
- Review planned and desired tasks, and facilitate Change Management as appropriate
- Identify, monitor and manage Services risk, issues, and escalations

8.0 Payment Criteria

Service Fees:

Fixed Fee: Payment for Services is a Fixed Fee of US \$0.00.

Pricing and Incentive Breakdown:

Item	Value
Total Services Value	\$53,328.00
Less Dell Funding:	\$53,328.00
Total Cost to Customer	\$0.00

Discounted Funding Terms: Discounted funding is applicable only to this signed SOW and is subject to expiration with this SOW as noted in the Signature section herein.

Invoice/Payment Terms: Invoice for Services will be issued upon receipt of Customer signature of this SOW. Payment is due thirty (30) days from date of invoice.

Expenses: Expenses are included in the Fixed Fee price. Unless the scope changes; Dell will not charge any additional expenses in connection with delivering the Services without the express written consent of Customer. Additional expenses include Service related expenses including actual, reasonable and necessary travel and living expense.

Taxes: Dell's pricing does not include applicable local taxes.



Scope Changes: Additional fees may apply if Customer changes or expands the scope of the Services. Any additional work that is required outside the scope of this SOW requires written approval by Customer and Dell as described in the Change Control Process detailed in this SOW.

Services Scheduling: Services may not be scheduled or commenced until the Purchase Order (if any) and signed SOW is received by Dell. Upon receipt of a signed SOW and Purchase Order, a Dell Project Manager will typically contact you within 7 business days to begin Services scheduling. Services Scheduling will be based upon Customer's schedule preferences/requirements and the availability of required resources.

Pricing: The terms offered by Dell under this SOW (including but not limited to the pricing) shall be valid for thirty (30) days following initial delivery of this SOW to Customer. In the event this SOW is executed by Customer after such thirty (30) day period, Dell may in its sole discretion, (i) accept the SOW on the stated terms or (ii) reject such SOW and may provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.

9.0 Termination

Customer may terminate this SOW for convenience upon providing Dell with thirty (30) days written notice. Upon any termination of this SOW or the associated Agreement, Customer shall pay all of Dell's unpaid fees and out-of-pocket expenses accrued through the effective date of such termination. If Customer fails to perform any payment obligations hereunder and such failure remains un-remedied for fifteen (15) days, Dell may suspend its performance until payment is received or terminate this SOW and the associated Agreement upon written notice.

10.0 Order of Precedence

This SOW, together with the Purchase Order (if any) and the Agreement, states all of the rights and responsibilities of, and supersedes all prior and contemporaneous oral and written communications between Dell and Customer regarding this Service. The use of pre-printed forms, such as Purchase Orders, will be for convenience only, and all pre-printed terms and conditions stated on such forms will not apply to this Agreement. Should a conflict arise between the terms of the Purchase Order, SOW and Agreement, the following order of precedence shall be followed: first, the SOW, second the Agreement, and third the Purchase Order (if any); provided, however, that any terms and conditions printed on the Purchase Order shall not apply.



11.0 Signature

Please fax or email a copy of your Purchase Order and this signed SOW (with all pages in full) to 512-283-7899 or US_DPS_Project_Administration@dell.com, Attention: Dell – Intake Manager. The Purchase Order amount should include estimated expenses if they are billable.

Capistrano Unified School District	Dell Marketing L.P.
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:



Contact Summary

Customer Primary Contact for Service	Capistrano Unified School District Customer Number: 2549393 Contact Name: Gabe Salinas Phone: 949-234-9463 Email: ghsalinas@capousd.org
Date	3/16/2011
Dell Services Solutions Architect Contact	Richard Hou Title: Solution Architect Dell Global Services Phone: 512-784-0783 Email: Richard_Hou@Dell.com
Customer Billing Contact	Capistrano Unified School District 32972 CALLE PERFECTO San Juan Capistrano, CA 92675 949-234-9463
Dell Segment Contact	Tom Novosel Phone: 303-243-4985 Email: Tom_Novosel@Dell.com
Location Where Work Will Be Performed	33122 Balle Rd San Juan Capistrano, CA 92675
Dell Opportunity Number	2639953
Dell RFS Number	
NDA #	
Contract Number/Code #	



Appendix – Dell Training and Education Services

Dell can be your trusted partner by offering training and education services for Dell products as well as other key technology areas. Training can be delivered through various options including:

- Online;
- Classroom-based; and
- On-site courses

Our training portfolio includes classes on storage (Dell/EMC, EqualLogic and Server); official Microsoft and VMware virtualization courses; and other key technology based offerings that can be customizable to meet your organization's unique environment and tailored specifically to the audience learning objectives. All instructor led courses can be customized such as adding more content, reducing class length, combining classes or focusing on only a couple of key concepts that are relevant to the student's daily duties.

Visit the following links to view our most current offerings (standard and customized options):

- **Dell/EMC Training:** www.LearnDell.com/storage
- **EqualLogic:** www.LearnDell.com/equallogic
- **Server:** www.LearnDell.com/server
- **Client:** www.LearnDell.com/client
- **Microsoft:** www.LearnDell.com/microsoft
- **VMware:** www.LearnDell.com/virtualization

Training Delivery Options	
IT Professional and End User	Instructor Led Training Private instructor led training can be customized to meet your needs. Class length depends upon the depth of topics desired to be covered in training.
	Live Distance Learning Live instructor training from the convenience of home or office delivered over remote connection such as Live Meeting or WebEx.
	Blended Training Integrate online and instructor led training to create an effective learning experience.
	Price: Dell can work with you to meet your budget needs.
Job Aids	A variety of customized or standardized job aids, quick reference cards and course materials can be provided.

Ask your Dell account representative or Dell consultant to have a Dell training consultant work with you to design an optimal training plan for your team or email US_Training@dell.com. Dell training and certification services are not included in this SOW, and are available through a separate price quote, change order or separate SOW.



CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **SERVICES AND SUPPORT AGREEMENT – QUINTESSENTIAL
SCHOOL SYSTEMS**

BACKGROUND INFORMATION

The District uses Quintessential School Systems (QSS) for its business administrative software. The contract for annual support services expires June 30, 2011. The agreement provides professional consulting services to provide regular support and maintenance for the product. Also included under the agreement is professional training for the end users, enhancements, improvements, and updates to the software system.

CURRENT CONSIDERATIONS

This agenda item seeks approval of the agreement for services and support with Quintessential School Systems for the period of July 1, 2011, through June 30, 2012 (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: \$56,444 (less \$1,693 early payment discount)
Funding Source: General fund

STAFF RECOMMENDATIONS

It is recommended the Board approve the agreement for services and support with Quintessential School Systems for the period of July 1, 2011, through June 30, 2012.

QUINTESSENTIAL SCHOOL SYSTEMS

Services and Support Agreement (FY 11-12)

This Agreement is made by and among **Quintessential School Systems**, a California corporation, hereinafter called **QSS**; and **Capistrano USD**, hereinafter called Customer.

A. Nature of Services

A1. **QSS** agrees to make available professional consulting services for answering questions arising from the use of **QSS** products, and for resolution of problems which may occur due to malfunction of **QSS** products.

A2. **QSS** agrees to correct errors or malfunctions **QSS** software products for which the Customer holds a valid Product License currently in effect when such error or malfunction occurs and is reported during the term of this Agreement.

A3. **QSS** agrees to make available professional consulting and programming staff for the enhancement and extension of **QSS** software products for which Customer has a valid Product License, or for the development of new software systems.

A4. **QSS** agrees to make available professional for training Customer's users on the operation and management of **QSS** software at either the Customer's site or at the offices of **QSS**.

A5. **QSS** agrees to provide Customer a copy transmitted electronically from **QSS** computers to Customer computer of all enhancements, improvements, or corrections made to any **QSS** software product for which the Customer has a valid Product License in effect.

A6. **QSS** agrees to update the products covered under this Agreement to comply with all State and Federally mandated changes caused by State and Federal Agencies' actions during the period of the Agreement. This service is included within the annual support fee and shall not entitle **QSS** to additional compensation.

For the Customer to be entitled to any specific product modification under the terms of this paragraph (A6.), it shall be the Customer's responsibility to submit a letter of request to **QSS**, clearly stating each change required along with documentation of the mandating authority. All such requests must be received by **QSS** no later than sixty (60) days prior to the expiration of this Agreement.

B. Obligations of Quintessential School Systems

B1. If Customer elects full support, **QSS** guarantees to have professional staff available for support from 8:30AM until 5:30PM, Monday through Friday (Pacific Standard or Daylight Time), except on legal holidays at **QSS**.

B2. If Customer elects full support, **QSS** guarantees to have professional staff available for emergency support between the hours of 5:30PM and 8:30AM on weekdays, twenty-four (24) hours per day on Saturday and Sunday, 365 days per year. Fees for emergency support shall be at the rate established in Appendix A of this Agreement.

B3. In the event that Customer elects full support and identifies and reports an error or malfunction of significant impact which cannot be corrected through remote advice from **QSS** offices or through remote diagnostic and correction procedures, **QSS** shall provide onsite staff within a time period not to exceed thirty-six (36) hours. If Customer desires quicker response and **QSS** has the resources available, Customer may elect to pay a quick onsite response fee established in Appendix A of this Agreement, in which case **QSS** shall respond in less than twenty-four (24) hours. Travel time and incurred travel expenses will be charged to the Customer at the rates established in Appendix A of this Agreement.

B4. **QSS** will maintain staff familiar with **QSS** software products for the timely correction of errors or malfunctions in **QSS** software products. **QSS** may apply the correction through the next scheduled release; or, through emergency release by means of electronic transfer only from **QSS** computers to Customer's computer, or through direct correction of the problem on the Customer system if such error or malfunction seriously impedes Customer's operation or causes Customer financial loss, providing Customer has elected full support.

B5. **QSS** will provide a periodic release available for transmission electronically from **QSS** computers to Customer's computer at least semiannually containing corrections, adjustments, and enhancements of software products for which Customer holds a valid Product License and which **QSS** has scheduled for release to the Customer base. Unless Customer contracts with **QSS** for onsite release implementation, **QSS'** responsibility for such implementation is limited to providing instructions and guidance for implementation of these releases. Such releases, once implemented, will be covered under this Agreement in the same manner and with the same limitations as the original software product.

B6. Software modified specifically for the Customer, whether by **QSS** or their agents, is excluded from coverage under this Agreement unless specifically stated in the modification Agreement.

B7. Releases of software products under this Agreement will include software in executable form, detail descriptions of the errors and their resolutions, and descriptions for all enhancements or modifications with updates of user and technical documentation. In addition, if Customer has purchased or received source code of **QSS** product, source code of the updates will also be supplied. All releases will be available only by means of electronic transfer from **QSS** computers to Customer's computer.

B8. Consulting, programming, and training beyond the support provided in this Section B. shall be available as requested by, and negotiated with, each Customer. **QSS** guarantees that rates for such services will not exceed those established in Appendix A of this Agreement.

B9. **QSS** will maintain a Secure Support Area website for purposes of providing a support forum for Customer's questions, problems and other support communication.

B10. If Customer elects **software release support** only, **QSS**' obligations are limited to providing Customer with system adjustments, corrections, and enhancements, along with necessary notes and documentation to allow the Customer to install such releases. **Software release support** specifically excludes those services offered to full support Customer as described in paragraphs B1, B2, and B3 of Section B of this Agreement. Furthermore, **Software release support** specifically excludes emergency releases and direct correction of problems on the Customers system, as described in B4 of Section B of this Agreement. All releases will be available only by means of electronic transfer from **QSS** computers to Customer's computer.

C. Obligations of Customer

C1. The Customer shall provide **QSS** with timely access to their computer, and the use of all information and facilities determined necessary by **QSS** to support Customer's software products. This includes access to the computer over the Internet in compliance with the provisions of Section 13 in Appendix A. The Customer shall also maintain readily available access to the QSS Secure Support Area website for purposes of posting questions, problems and other support communication, including uploading of supporting documentation related to reported problems or questions, as well as receiving answers from **QSS** to Customer initiated postings.

C2. All associated system hardware and firmware must be maintained at the latest required code revision level.

C3. The Customer is responsible for maintaining a procedure external to the software product for reconstruction of loss or altered files, data, or programs.

C4. The Customer shall follow routine operator procedures as specified in the operating manuals for the software and hardware products.

C5. The Customer shall make every good faith effort within their capabilities to provide **QSS** accurate, complete information regarding problems, inquiries, or enhancements serviced under this Agreement. This information should include: Job Control listings (JCL) for all jobs run; an exact account of error messages displayed on the console; appropriate samples of **QSS** reports including annotations and comments about the question or problem; appropriate printouts of **QSS** screen displays including annotations and comments about the question or problem; and to utilize **QSS** customer procedures for reporting these items whenever possible. Customer agrees that the primary means of providing information described in this section shall be through the **QSS** provided Secure Support Area website.

C6. Customer shall designate one individual and one alternate to serve as primary contacts for all support matters.

C7. The Customer shall remit charges within thirty (30) days of receipt of invoices, and further agrees to pay a 1.0% per month late payment charge for invoices that are past due.

C8. The Customer agrees not to disclose to other individuals or organizations the content or structure of any computer software in Customer's possession which is the property of **QSS** without prior written permission of **QSS**. This includes all documentation which is provided by **QSS** or obtained from third-party sources, regardless of the format in which is provided.

C9. The Customer agrees to abide by the terms and conditions of the Software Product License pursuant to which Customer originally obtained and presently operates the software.

C10. Customer understands and accepts that **QSS** releases software to the Customer only by means of electronic transfer from **QSS** computers to Customer computer. Such electronic transfer of software and other support related material shall occur through internet access between **QSS** and Customer, as further defined in Section 13 (Internet Access) of Appendix A of this Agreement.

D. Termination of Contract

D1. Termination of the Agreement before the agreed upon expiration date may only be effected for just cause.

D2. Upon failure by **QSS** or the Customer to meet obligations under this Agreement, either party may at their option, with thirty (30) days written notice to the other party, terminate this Agreement. If **QSS** terminates the contract, charges will be pro-rated based on hours expended on Customer's behalf during the term of the Agreement at the rate of One Hundred Seventy Five (\$175.00) dollars per hour. If the Customer terminates the Agreement, **QSS** shall not be liable for return of any fees or penalties arriving out of the termination.

E. Hold Harmless

QSS agrees to hold harmless and indemnify the Customer for:

Any injury to person or property sustained by **QSS** or by any person, firm, or corporation employed directly or indirectly by **QSS** or by any of the individuals participating in or associated with **QSS**, however caused; and further, any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default or omission, of **QSS**, or of any person, firm, or corporation directly or indirectly employed by **QSS** upon or in connection with this Agreement, or of any of the participants arising out of or in the course of the term of this Agreement, and **QSS**, at its own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings that may be instituted against the Customer for any such claim or demand, and pay or satisfy any judgment that may be rendered against the Customer in any such action, suit, or legal proceedings or result thereof.

Nothing herein provided shall be construed to require **QSS** to hold harmless and indemnify the Customer for liabilities or damages resulting from the negligence or willful act, or omission of the Customer or its officers, agents, or employees.

F. Covered Application Software Systems and Packages

Reference Appendix A attached.

G. Terms of Agreement

G1. This Agreement is for twelve (12) months commencing on July 1, 2011 and expiring on June 30, 2012.

G2. Payment for full support or release support shall be made within thirty (30) days of commencement of this Agreement. Additionally, all other invoices for consulting, programming, training, emergency response, charges for travel time and expenses, and other miscellaneous charges incurred on behalf of the Customer will also be remitted within thirty (30) days of receipt of invoice for said charges.

G3. Customer has read this Agreement in full, and understands and recognizes the limited nature of the services to be provided by full support or by tape release support.

Quintessential School Systems

Duane Percox, Chief Operating Officer
Name / Title



Signature

February 25, 2011
Date

Capistrano USD

Name/Title

Signature

Date

Quintessential School Systems
Support Contract - FY 11-12
Appendix A

1. Full Service and Software Release Support

Prices quoted are for a single annual payment. Semi-annual payment will incur a 4% surcharge, and quarterly payment will incur a 7% surcharge.

Multi-district processing surcharge is 20%.

Please also refer to Section 14, Enrollment-Based Support Tiers, in Appendix A.

2. Software Release Only Support Contract

Charged at sixty percent (60%) of Full Service and Support Release Contract rates.

3. Emergency Support for Customers on Full Support

Covers support requests after hours, Saturday, Sunday. Emergency support is available 365 days/year. \$375.00 for first hour of support and each hour thereafter until regular support hours resume on next **QSS** workday. Minimum one hour charge, prorated thereafter in 15 minute intervals (\$93.75 per 15 minute interval).

4. Emergency On-Site Support for Customers on Full Support

Covers requests for **QSS** staff to travel onsite within 24 hours of request for emergency support purposes. \$750.00 flat fee for response plus \$187.50/hour travel time and onsite time, plus travel expenses.

5. Training/Consulting Charges at Customer Facility - full day

\$1,500 per day plus travel expenses. Full day charge is required for customers more than 50 miles from trainer/consultant's office.

6. Training/Consulting Charges at Customer Facility - half-day

\$900 per half-day plus travel expenses. Half-day training/consulting is available for customers within 50 miles of trainer/consultant's office.

7. Shared On-Site Customer Training

A Customer may contract for on-site training with more than one customer participating in that training situation under the following circumstances:

- 7.1. The total number of trainees will be limited to a maximum of 30 participants.

Quintessential School Systems
Support Contract - FY 11-12
Appendix A

- 7.2. For training on a topic similar to an advertised **QSS** seminar, the cost will be the normal on-site daily training rate for the sponsoring customer, plus the normal per-person seminar tuition for each participant from other customers.

Current pricing for the sponsoring agency is \$1,500 per day plus travel expenses, plus \$250 per person for participants from any other agencies. Charges for each agency will be billed separately.

- 7.3. For training that does not overlap content with an existing scheduled **QSS** seminar, the cost will be the normal on-site daily training rate for the sponsoring customer, plus half the normal on-site daily training rate for each additional participating agency. Current pricing is \$1,500 for the first customer and \$750 for each additional customer, per day, plus travel expenses. All charges will be billed on a single invoice to the sponsoring customer. Half-day rates will apply when appropriate

- 7.4. A licensed county office of education customer may invite participation from any school district or community college within its county, regardless of the license status of the district (licensed **QSS** customer or not), without incurring additional training cost. Such situations are specifically exempted from fees for shared on-site customer training.

- 7.5. Exceptions to these policies must be negotiated with **QSS** in advance on an individual event basis.

8. Individual Customer Training/Consulting at QSS offices

Charges for training/consulting at **QSS** offices shall be dependent on duration of training, subject matter, and number of participants, and shall be negotiated with customer upon request.

9. Online Consulting (Webinar / GoToMeeting) for Customer

\$200 per hour with a 2-hour minimum.

10. QSS-Sponsored Seminars

\$250 per registrant

11. Programming Charges

Applies to services not covered by support contracts. \$175/hour, or as negotiated with customer for longer term projects. See also Section 12 below.

Quintessential School Systems
Support Contract - FY 11-12
Appendix A

12. Dedicated Programmer Resources

Dedicated programmer assigned exclusively to projects and tasks as determined and directed by customer. All management and office support by **QSS** for the dedicated resource is included. Dedicated programmer contracts are billed at a fixed hourly rate for "time on the job". Please refer to Section 15, Dedicated Programming Resource Rates, in Appendix A for FY12 rates.

13. Internet Access

Your support contract provides that **QSS** will access your QSS/OASIS server(s) when necessary to diagnose and resolve problems. Such access is provided by Internet connectivity between our network and your network. This provides the most efficient, reliable and least costly manner of access, and brings about quicker resolution of problems. **QSS** will work with your staff to provide our TCP/IP address and port numbers which we use so that you may provide secure access to your network through the Internet.

Please note that Internet access which requires that a VPN client be run from a **QSS** workstation accessing your QSS/OASIS server(s) is not supported, and may also incur a surcharge. VPN solutions which do not require a workstation VPN client may be acceptable. Please contact your Account Manager if you need to provide access to **QSS** through a VPN connection so we may discuss your technical requirements, as well as those of **QSS**.

14. Enrollment-Based Support Tiers

<u>Tier</u>	<u>Multi-District Organizations</u> <u>County Offices of Education</u>	<u>Single District</u>
1	1 to 1,500	1 to 1,500
2	1,501 to 3,000	1,501 to 3,000
3	3,001 to 7,000	3,001 to 7,000
4	7,001 to 13,000	7,001 to 13,000
5	13,001 to 25,000	13,001 to 25,000
6	25,001 to 100,000	25,001 to 40,000
7	100,001 to 200,000	40,001 to 80,000
8	200,001 and up	80,001 and up

**Quintessential School Systems
Support Contract - FY 11-12
Appendix A**

15. Dedicated Programming Resource Rates

Dedicated Resource FTE	Total Hours Worked	FY12 Renewals on existing DR Contracts		FY12 First Time DR Contracts	
		Hourly Rate	Total Cost	Hourly Rate	Total Cost
1.00 FTE	1720	\$94.00	\$161,680	\$110.00	\$189,200
.75 FTE	1290	\$97.00	\$125,130	\$113.00	\$145,770
.50 FTE	860	\$102.00	\$87,720	\$119.00	\$102,340
.25 FTE	430	\$110.00	\$47,300	\$129.00	\$55,470

Special FY12 QSS Users Group Rates		
Dedicated Resource FTE	Total Hours Worked	Regular \$90/hr Rate
		Total Cost
1.00 FTE	1720	\$154,800
.75 FTE	1290	\$116,100
.50 FTE	860	\$77,400
.25 FTE	430	\$38,700

Quintessential School Systems
Support Contract - FY 11-12
Appendix A

Client: Capistrano USD
Tier 7

FY11-12

1. Service and support Contract Charges for Covered Software.

Product / Module			Amount
QSS/OASIS			
Core QSS/OASIS			6,693.00
Base Financial			7,450.00
Personnel			5,852.00
Position Control			7,444.00
Payroll <i>*15% of full charge*</i>			1,610.00
Payroll Interface			3,948.00
Budget Development			6,387.00
Fixed Assets			3,787.00
Stores / Inventory			6,432.00
Epylon Interface			
Benefits Management			3,873.00
Invoicing and Billing Management (IBM)			2,968.00
Financial Companion - *drop FY08*	3	\$0.00	0.00
Total QSS/OASIS			56,444.00

Total Product Support			56,444.00
			=====
TOTAL INVOICED SUPPORT CHARGES			56,444.00

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent
FROM: Ron Lebs, Deputy Superintendent, Business & Support Services
SUBJECT: **WORKERS' COMPENSATION THIRD PARTY ADMINISTRATION
SERVICES CONTRACT RENEWAL – CORVEL CORPORATION**

BACKGROUND INFORMATION

On June 22, 2009, the Board of Trustees approved a three-year contract for workers' compensation third party administration with CorVel Corporation. The contract called for the agreement to commence July 1, 2009, through June 30, 2012, renewing on an annual basis upon Board approval. CorVel kept the claims administration fees flat for the first year with a proposed increase of two percent for years two and three. CorVel also lowered the bill review pricing by three percent. These reductions would save the District \$37,303 in claims administration fees and \$224,000 in bill review fees over the three-year period of the contract. CorVel also agreed to do the Section 111 reporting, which normally costs \$15,000 per year, at no additional cost to the District for the three years of the contract. These reductions and Section 111 reporting would result in a savings of \$306,303 over three years.

On April 13, 2010, Trustees approved the renewal of the contract for the term of July 1, 2010, through June 30, 2011. In addition to the reductions already in place, the District negotiated with CorVel to keep the claims administration fees flat for the next two years of the contract. This created an additional savings of \$21,110 over the next two years, resulting in a savings of \$327,413 over the term of the contract.

In light of the current fiscal crisis, a letter was sent to CorVel requesting the firm submit reduced costs for the 2011-2012 renewal period. CorVel agreed to extend the contract for the next 12 months maintaining its current discounted pricing structure.

CURRENT CONSIDERATIONS

This agenda item seeks approval to renew the workers' compensation third party administration services contract with CorVel Corporation for the period of July 1, 2011, through June 30, 2012 (Exhibit A).

Submitted as backup to this agenda item are the following documents:

- Exhibit A – Agreement No. C0910003
- Exhibit B – Letter from the District requesting reduced fees
- Exhibit C – Consultant's response and 2011-2012 fee schedule

FINANCIAL IMPLICATIONS

Financial Impact: Services per fee schedule
Funding Source: Funds for services will come from the general fund

STAFF RECOMMENDATIONS

It is recommended the Board approve the renewal of the workers' compensation third party administration services contract with CorVel Corporation for the period of July 1, 2011, through June 30, 2012.

Renewal and Amendment

April 29, 2009

**Jeffrey Bristow
CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 Valle Rd.
San Juan Capistrano, CA 92675**

RE: Agreement Renewal and Amendment

Dear Jeffrey Bristow:

Reference is made to that certain Capistrano Unified School District ("the Agreement") between Capistrano Unified School District and Hazelrigg Risk Management Services ("HRMS") dated July 1, 2009 – June 30, 2012. As you may be aware, CorVel Enterprise Comp, Inc. ("CorVel") has recently purchased certain assets of HRMS and HRMS has assigned the Agreement to CorVel. CorVel will assume HRMS's obligations under the Agreement and continue to serve your claims management needs.

The initial term of the Agreement is set to expire on June 30, 2010 along with the initial term pricing. CorVel desires to continue to serve you according to the renewal and pricing terms set forth in the Agreement amendment attached to this letter. By signing the amendment, you will (i) consent to HRMS's assignment of the Agreement to CorVel, and (ii) extend the Agreement according to the additional terms and conditions set forth in the amendment.

CorVel values its relationship with Capistrano Unified School District and looks forward to continuing to provide you with high quality claims management services. If you find these terms acceptable, please sign the attached amendment and send two copies to the address below. Please feel free to contact me with any questions you may have.

Sincerely,

Scotty L. Benton, ARM
Area Vice President
CorVel Corporation
10750 4th Street, Ste 100
Rancho Cucamonga, CA 91730

**EXHIBIT A
(1 of 26)**

AMENDMENT TO CLIENT

AGREEMENT

THIS AMENDMENT (this "Amendment") is made to THE STANDARD AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN Capistrano Unified School District AND CORVEL, INC FOR WORKERS' COMPENSATION CLAIMS ADMINISTRATION ("the agreement") Is made and entered into as of **INITIAL CONTRACT DATE** by and between Capistrano Unified School District, hereinafter referred to as "Agency", and Corvel, Inc., a Delaware Corporation, and hereinafter referred to as "Consultant."

RECITALS

WHEREAS, CorVel has purchased certain assets of HRMS and HRMS has assigned the Original Agreement to CorVel;

WHEREAS, Customer consents to such assignment and CorVel agrees to be bound by all of the obligations and duties of HRMS set forth in the Original Agreement; and

WHEREAS, the Parties desire to amend the Original Agreement as provided herein.

NOW THEREFORE, based on the foregoing premises, and in consideration of the promises and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

AGREEMENT

1. Definitions. Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Original Agreement.

2. Original Agreement Assignment. Customer hereby consents to the assignment of the Original Agreement by HRMS to CorVel and CorVel agrees to assume the duties and obligations of HRMS set forth in the Original Agreement.

3. Amendments.

3.1 Amendment to the Party Names: All references throughout the Original Agreement to "HRMS" shall be replaced with "CorVel."

3.2 Amendment to Section 1 (Term of the Agreement): Delete Section 1 (Term of the Agreement) in its entirety, and replace with the following:

"1. Term of the Agreement - The term of this Agreement shall be from July 1, 2009 through June 30, 2012, renewing on an annual basis unless otherwise terminated as stated in the Agreement in Section 6." Should Customer wish to renew this agreement for subsequent periods, fees listed below shall increase by a specified amount or be renegotiated upon the renewal date.

3.3 Amendment to Section 2 (Consideration): Delete Section 2 (Consideration) in its entirety, and replace with the following:

“2. Consideration –

- a. CorVel’s service fee for the period 7/1/09 through 6/30/12 shall be three hundred two thousand eight hundred and twenty dollars (\$302,820) for claims administration, including program development and RIMS. In the event of a contract extension for years two and three a 2% claims administration fee will be assessed.
- b. CorVel’s bill review service fee for the period 7/1/09 through 6/30/12 shall be 17% Total Savings with a \$12 minimum transaction fee per bill and a \$25,000 cap on a per bill basis.

3.4 Amendment to Section 8 (General Conditions): Delete the CorVel indemnity in Section 8(d) in its entirety.

3.5 Amendment: Add the following new Section 11 (Indemnification) to the end of the Original Agreement:

“11. Indemnification –

(a) Mutual Indemnification. Subject to Section 11(d) below, each Party shall defend any third party claim against the other Party arising from the death of or physical injury to any person or damage to the indemnified Party’s property to the extent proximately caused by the negligence of the indemnifying Party or its agents or employees, and indemnify and hold harmless the other Party and its respective officers, directors and employees from and against damages, liabilities and reasonable costs and expenses, including reasonable legal fees (“Losses”) incurred in connection therewith.

(b) Indemnification by CorVel. Subject to Section 11(d) below, CorVel shall defend any third party suit or action against Customer to the extent resulting from the negligence or willful misconduct of CorVel in performing or failing to perform the services for Customer under this Agreement, and CorVel will pay those Losses finally awarded against Customer in any monetary settlement or final, non-appealable judgment of such suit or action which are specifically attributable to such claim, but excluding therefrom the costs of any medical benefits, temporary and permanent disability benefits, death benefits, medical-legal responses, vocational rehabilitation and any other expenses or services that are required to be paid or provided by Customer under any insurance policy or applicable state or federal workers compensation laws; provided, however, that CorVel shall have no obligation to defend, indemnify or hold harmless Customer from or against any Losses arising out of or relating to any suit or action resulting from (i) the negligent acts or omissions or willful misconduct of Customer, its officers or employees, or (ii) actions taken by CorVel at the direction of Customer relating to the services; and provided, further, that for purposes of computing Losses hereunder in connection with any suit or action there shall be deducted an amount equal to the amount of any insurance

proceeds, indemnification payments, contribution payments or reimbursements received directly or indirectly by Customer in connection with such suit or action.

(c) Customer Indemnification. Subject to Section 11(d) below, Customer shall defend, indemnify and hold harmless CorVel from Losses arising out of or relating to (i) Customer's misuse of, modification to, rejection of or failure to implement on a timely basis any of CorVel's recommendations made hereunder, (ii) acts or omissions by CorVel that were undertaken at the express direction of Customer, (iii) Customer's performance or failure to perform under the terms of this Agreement, , and (iv) subject to Section 7(a) above, any claim by an employee of Customer or Customer's insureds brought against CorVel due to the recommendations made by CorVel hereunder and not caused by a breach by CorVel of its obligations hereunder in providing such recommendations.

(d) Conditions. The Parties' indemnification obligations under this Section 11 are contingent upon: (i) the indemnified Party giving prompt written notice to the indemnifying Party of any claim under this Section (provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent, and only to the extent, that the indemnifying Party shall have been actually prejudiced as a result of such failure), (ii) the indemnifying Party having the right, but not the obligation, to assume sole control of the defense or settlement of the claim, and (iii) at the indemnifying Party's request and expense, the indemnified Party cooperating in the investigation and defense of such claim(s). If the indemnifying Party assumes the defense of any claim hereunder, the indemnified Party shall be entitled to participate in (but not control) such defense and to retain its own counsel, at its own expense. The indemnifying Party shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of the indemnified Party or imposes additional obligations on the indemnified Party, without the prior express written consent of the indemnified Party."

3.6 Amendment: Add the following new Section 12 (Disclaimers) to the end of the Original Agreement:

"12. Disclaimers – CUSTOMER SHALL RETAIN FULL RESPONSIBILITY FOR ALL FINAL DETERMINATIONS REGARDING THE PAYMENT OF POLICY BENEFITS WHERE CUSTOMER ESTABLISHES PARAMETERS GOVERNING CORVEL'S PERFORMANCE OF THE SERVICES. CORVEL AND ITS AGENTS HAVE NO AUTHORITY TO CONTROL OR DIRECT THE HEALTH CARE SERVICES PROPOSED FOR OR PROVIDED TO INJURED PERSONS. THIS AUTHORITY SHALL LIE ONLY WITH THE INJURED PERSON AND HIS/HER TREATING PHYSICIAN IN ANY CASE, AND THOSE INDIVIDUALS MAY ACCEPT, REJECT OR MODIFY ANY ADVISORY DETERMINATIONS MADE BY CORVEL OR ITS AGENTS, EXCEPT INsofar AS STATE WORKERS' COMPENSATION LAWS MAY REQUIRE THEM TO FOLLOW THE DETERMINATIONS OF CUSTOMER, CORVEL, CUSTOMER'S AGENTS, A WORKERS' COMPENSATION JUDGE OR REVIEW PANEL, OR ANOTHER THIRD PARTY. Neither CorVel nor Customer shall attempt, directly or indirectly, to control, direct or interfere with the practice of medicine by any health care provider."

3.7 Amendment: Add the following new Section 13 (Limitation of Liability) to the end of the Original Agreement:

"13. Limitation of Liability – EXCEPT WITH RESPECT TO (i) A BREACH BY CORVEL OF ITS OBLIGATIONS UNDER SECTION 14 (Confidentiality) AND (ii) CORVEL'S OBLIGATIONS UNDER SECTION 11 (Indemnification), IN NO EVENT WILL CORVEL'S MAXIMUM AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE LESSER OF: (x) THE FEES PAID BY CUSTOMER TO CORVEL HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE DATE FIRST NOTICE IS PROVIDED BY EITHER PARTY REFERENCING A CLAIM HEREUNDER; OR (y) TWO HUNDRED THOUSAND DOLLARS (US\$200,000), REGARDLESS OF WHETHER CLAIMS ARE BROUGHT UNDER TORT, CONTRACT, OR ANY OTHER LEGAL OR EQUITABLE THEORY. EXCEPT FOR A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS HEREUNDER, NOTWITHSTANDING ANY OTHER PROVISIONS IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ANY INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL, EXEMPLARY, EXTRAORDINARY, RELIANCE, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS."

3.8 Amendment: Add the following new Section 14 (Confidentiality) to the end of the Original Agreement:

"14. Confidentiality – Each Party shall hold in confidence and shall not use or disclose to any third party any Confidential Information of the other Party, and shall only use the other Party's Confidential Information as necessary to perform its obligations under this Agreement. "Confidential Information" means any non-public data, information, or other materials provided by one Party to the other Party where such information is marked or otherwise communicated as being "proprietary" or "confidential" or the like, or where such information should, by its nature, be reasonably considered to be confidential and/or proprietary. A Party shall not be obligated under this section with respect to information that it can document: (i) is or has become readily publicly available without restriction through no fault of such Party or its personnel, (ii) is received, without restriction, from a third party lawfully in possession of such information and lawfully empowered to disclose such information, (iii) was rightfully in such Party's possession without restriction prior to its disclosure by the other Party, or (iv) is required to be disclosed by law or governmental regulation, provided that the receiving Party provides reasonable notice to the disclosing Party of such required disclosure and reasonably cooperates with the disclosing Party in limiting such disclosure."

3.9 Amendment: Add the following new Section 15 (Survival) to the end of the Original Agreement:

"15. Survival – Except to the extent expressly provided to the contrary in this Agreement, any rights to accrued payments, any right of action for breach of the

Agreement prior to termination, and the following provisions shall survive the termination of this Agreement: Sections 8 through 14 (as applicable)."

4. Effect of Amendment. In the event of any conflict or inconsistency between the terms and conditions of this Amendment and the Original Agreement, the terms of this Amendment shall prevail. Except as specifically, and to the extent, modified by this Amendment, all the terms and conditions of the Original Agreement shall continue to remain unchanged and in full force and effect and shall apply, as applicable, to the Parties under this Amendment.
5. Governing Law and Venue. This Amendment shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and wholly to be performed within California, without regard to conflicts of laws provisions thereof. The sole jurisdiction for all disputes arising under or relating to this Amendment shall be the Superior Court of the State of California for the County of Santa Clara and United States District Courts for the Northern District of California in Santa Clara County. Each Party hereby consents to the personal jurisdiction of such courts and waives any objection it has or may have to the personal jurisdiction of, and venue in, such courts. In any action to enforce this Amendment, the prevailing Party will be entitled to recover its costs and reasonable attorneys' fees.
6. Severability. If any provision of this Amendment is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Amendment will continue in full force and effect and be enforceable.
7. Entire Agreement. This Amendment, together with the Original Agreement and the exhibits thereto, are the complete agreement of the Parties relating to the subject matter hereof.
8. Counterparts. This Amendment may be executed in two or more counterparts, each of which will be considered an original, and all of which together will constitute one and the same instrument.

SIGNATURE PAGE NEXT PAGE

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed and effective, by their representative's thereunto duly authorized, as of the Effective Date first set forth above.

CORVEL ENTERPRISE COMP, INC.**CAPISTRANO UNIFIED SCHOOL DISTRICT**

By: _____

Name: DANIEL J. STARCKTitle: PRESIDENT & CEO

By: _____

Name: Suzette LovelyTitle: Deputy Superintendent

*SIGNATURE PAGE TO AMENDMENT TO
Capistrano Unified School District*

EXHIBIT A
(7 of 26)

**Schedule 3
PRICING**

<i>Service</i>		<i>Notes /Comments</i>
MSA Allocation Report	\$175.00/hour	Pricing based upon New Customer
Agent Services		
Initial Setup, Testing & Implementation		
Engagement Fee (one time fee)	Waived	includes data screening and 2 hours general programming
Monthly Maintenance Fee	Waived	Includes basic claim matching of eligibility with CMS database through CMS Query Tool; CareMC access, CMS rejections reports, prepare for quarterly submission, customer interface
Advanced Eligibility Research by CorVel	\$30.00 per claim	CorVel will provide this service for each claim. This research will include, but not be limited to, determining the claimant's name, SSN, DOB, gender, etc.
Additional Non-generic programming	\$150.00/per hour	CorVel will assess hours required for customized programming to determine any customer flat rate requirements
Submission Reporting		
Initial & Quarterly Reporting to Medicare	\$200/claim	CorVel will charge per claim for EACH submission report.
Copy of Initial & Quarterly Reporting on CareMC or FTP Site	Waived	CorVel will charge per claim for EACH submission report.
Conditional Payment Report and Submission	Waived	

**EXHIBIT A
(8 of 26)**

**CorVel Enterprise Comp, Inc.
Amendment No. 2 to Services Agreement**

This Amendment No.2 to Service Agreement (the "Amendment") is made to amend the Service Agreement by and between Capistrano unified School District . ("Customer") and CorVel Enterprise Comp, Inc., a wholly-owned subsidiary of CorVel Corporation ("CorVel"). This Amendment shall become effective on July 1, 2009.

RECITALS

WHEREAS, CorVel and Customer entered into a Managed Care Service Agreement dated July 1, 2009 (the "Agreement") pursuant to which CorVel agreed to provide Customer certain managed care services.

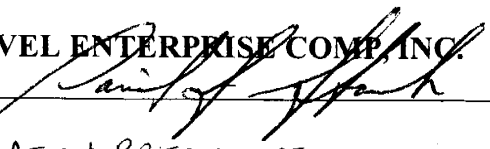
WHEREAS, CorVel and Customer wish to amend the Agreement to add Medicare Set Aside Report and Medicare Agent Services to the Agreement.

NOW THEREFORE, therefore, in consideration of the mutual promises and covenants contained herein, Customer and CorVel agree to amend the Agreement as follows:

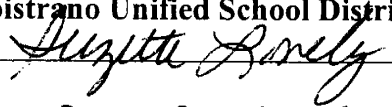
AMENDMENTS

1. **MEDICARE SET ASIDE REPORTS PROGRAM.** CorVel shall provide Customer with Medicare Set Aside Report services pursuant to the terms and conditions set forth in Schedule 1 attached hereto.
2. **MEDICARE AGENT SERVICES.** CorVel shall provide Customer with Medicare Agent Services pursuant to the terms and conditions set forth in Schedule 2 attached hereto.
3. **SCHEDULE 3, PRICING.** Pricing shall be amended to include the pricing for the Medicare Set Aside Reports and Medicare Agent services as reflected in Schedule 3 attached hereto.
4. **EFFECT.** Except as and solely to the extent amended by this Amendment, the Agreement, shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, CorVel and Customer have caused this Amendment to be executed by the persons authorized to act in their respective names.

CORVEL ENTERPRISE COMP, INC.
By: 
Title: CEO + PRESIDENT

Date Signed: May 27, 2009

Capistrano Unified School District
By: 
Title: Deputy Superintendent

Date Signed: May 8, 2009

SCHEDULE 1**Medicare Set-Aside Services
Terms and Conditions****I. DESCRIPTION OF OTHER SERVICES**

a. In the process of producing a Medicare Set-Aside allocation ("MSA"), CorVel provides an extensive review of medical records and medical bills, producing a comprehensive report and cost projection for claim file documentation and possible CMS approval. CMS reviews/approves the amount of money noted in the submitted MSA, which indicates monies anticipated to be spent over the lifetime of the settlement for Medicare covered expenses related to the work injury.

II. DESCRIPTION OF MEDICARE SET-ASIDE SERVICES

- a. Customer/Carrier shall provide the CorVel MSA Hub office with a copy of the most recent two years of medical records and medical bills including indemnity payout, all operative reports, IMEs/AMEs as well as orders rendered by the workers' compensation judicial system. Releases to CMS as well as Social Security Administration (see Attachments No. 1 and 2) in order to obtain the above-described information are forwarded either to the Customer or, at the Customer's option, directly to counsel representing the injured worker to obtain the injured worker's signature.
- b. The CorVel MSA Hub office will review the medical records and bill summary, prepare a detailed summary of the records and a projection for future medical expense that are Medicare eligible. The CorVel MSA Hub office will also provide a projection of those costs that are not Medicare eligible in order to provide the customer with their total medical exposure.
- c. The CorVel MSA Hub office will return the completed MSA report to the Customer within fifteen (15) business days of receiving all relevant medical records and related information. If a rated age is warranted, the CorVel MSA Hub office will acquire same. If the Medicare status of injured worker is unknown or unclear, a request for Medicare status will be submitted to the SSA. Once the Medicare status is known, the Coordination of Benefits Contractor will be notified and conditional payments requested.
- d. Upon Customer's request, CorVel MSA Hub office will submit the CD-Rom, which includes the MSA report, the tentative settlement amount, along with other required documentation, to the Centers for Medicare & Medicaid Services (CMS) via certified mail. Upon receipt, CorVel MSA Hub office will forward the CMS Determination letter to the Customer. Final executed settlement documents (reflecting CMS recommended MSA amount) will be provided to CorVel MSA Hub by the Customer/counsel and then forwarded by CorVel to CMS.
- e. CorVel shall provide Customer quarterly activity report within twenty (20) business days following the applicable quarter.

**EXHIBIT A
(10 of 26)**

Attachment #1
CMS / Medicare
CONSENT TO RELEASE of INFORMATION

The Privacy Act of 1974 (Public Law 93-579) prohibits the government from revealing information from personal files without the express written permission of the person involved. Disclosure of personal records to an attorney or other representative who is acting on behalf of another person is prohibited, unless the individual to whom the record pertains has consented.

I, _____, hereby authorize the Centers for Medicare & Medicaid Services (CMS), its agents and/or contractors to disclosed, discuss, and/or release, orally or in writing, information related to my worker's compensation injury and/or settlement to the individual(s) and/or firm(s) listed below. This consent is for my current workers' compensations claim and is on an ongoing basis. An additional consent to release form will not be necessary unless or until I revoke this authorization (which must be in writing).

Please Check:

Name/Address/phone/fax/email

☐ Claimant's attorney

☐ Employer's attorney

☐ Workers' compensation carrier

☒ Other

Medicare Set-Aside Consultant
c/o CorVel Corporation
5225 Grand Avenue
Davenport, Iowa 52807
563.823.4406 Phone
866.915.3125 Fax

Claimant's Signature

Date

Social Security Number or Health Insurance Claim #

Date of Injury

EXHIBIT A
(11 of 26)

Attachment 2

DISCLOSURE/CONFIDENTIALITY OF INFORMATION

Form SSA-3288 Social Administration Consent for Release of Information

TO: **SOCIAL SECURITY ADMINISTRATION**

NAME: _____

DATE/BIRTH: _____

SOCIAL SECURITY #: _____

I authorize the Social Security Administration to release information or records about me to either:

**Medicare Set-Aside Consultant
c/o CorVel Corporation
5225 Grand Avenue
Davenport, Iowa 52807**

I want this information released because:

There is a need to establish the date of my SSDI entitlement, my Medicare status, date of entitlement for Medicare, and basis for entitlement (disability or age). With regard to my Workers' Compensation claim, there is a need to determine if Medicare has any recovery rights for conditional payment of work injury related medical services.

(There may be a charge for releasing information.)

Please release the following information:

_____ Social Security Number
 _____ Identifying information (includes date and place of birth, parent's names)
 _____ Monthly Social Security benefit amount
 _____ Monthly Supplemental Security income payment amount
 _____ Information about benefits/payments I received from _____
 _____ Information about my Medicare claim/coverage from _____
 _____ Medical records
 _____ Record(s) from my file (specify) _____
☒ Other (specify): **Social Security entitlement status, date of entitlement or date of application if still pending, basis for entitlement, Medicare status, date of entitlement for Medicare, Supplemental Security Income entitlement, date of entitlement for Medicaid. If not a current Social Security recipient, include number of quarters paid in.**

I am the individual to whom the information/record applies, parent or the legal guardian of that person.

I know that if I make any representation, which I know is false to obtain information from Social Security,

I could be punished by fine or imprisonment or both.

Signature: _____

Date: _____ Relationship: _____

(Show signatures, names, and address of two people if signed by mark)

SSA-3288

**EXHIBIT A
(12 of 26)**

SCHEDULE 2**Medicare Agent Services
Terms and Conditions****I. DESCRIPTION OF OTHER SERVICES**

- (a) In order to assist Customer, as a Responsible Reporting Entity ("RRE"), in complying with the mandatory quarterly electronic reporting requirements issued by the Centers for Medicare/Medicaid Services ("CMS") under the Medicare/Medicaid and S-CHIP Extension Act of 2007, Section 111 (the "Act") regarding certain injured parties who are Medicare Beneficiaries, CorVel provides Medicare Agent services as described below subject to the provisions of the final regulations to be issued by CMS.

II. DESCRIPTION OF MEDICARE AGENT SERVICES

- (a) Upon designation as Customer's Medicare Agent, CorVel shall provide Customer assistance with Customer's registration as a Responsible Reporting Person ("RRE") within the required statutory timeframes (no later than June 30, 2009).
- (b) CorVel and Customer will establish an electronic data interface to facilitate the exchange of specific claims data (via a multi-line claim feed layout) required to be reported to CMS under the Act; thereafter, as Customer's designated Medicare Agent, CorVel will initiate a test file interface with CMS within the required statutory timeframes (no later than September 30, 2009).
- (c) Upon successful completion of the test file interface, CorVel will commence an ongoing monthly query process on behalf of Customer where CorVel will transmit through the CMS Query Tool certain basic claims data elements (claimant name, social security number, date of birth and gender) on all of Customer's open medical claims for CMS to determine if such claim data elements match a valid CMS record indicating Medicare eligibility. CorVel will report the results of such query on CareMC for Customer to review. In the event the CMS Query Tool determines any such claim is invalid due to an error or missing information, then Customer shall be responsible for reviewing, researching and correcting such claims data directly on CareMC for resubmission by CorVel through the CMS Query Tool on the next monthly query process transmission; provided, however, if Customer so requests, CorVel will provide such research regarding Medicare eligibility at an additional hourly rate and such research shall include claimant's name, social security number, date of birth, gender and any other required data field.
- (d) Once it is determined through the CMS Query Tool that a claimant is Medicare eligible, CorVel will commence the transmission of mandatory quarterly electronic claims reporting of those claimants to the Coordination of Benefits Contractor ("COBC") on Customer's behalf within the specific 7-day reporting period assigned to Customer by CMS (no later than December 31, 2009). A copy of the initial report shall also be posted by CorVel on CareMC for Customer to review. The COBC will confirm either acceptance of the Medicare eligible claims thus reported or return any files for which data is missing or incorrect.

CorVel shall post on CareMC any error reports from the COBC showing such files containing missing or incorrect data for Customer to research and correct directly on CareMC. Once corrected, CorVel will resubmit such files to the COBC during the next quarterly reporting file.

- (e) CorVel, as Customer's designated Medicare Agent, will continue to electronically transmit to the COBC on a quarterly basis all new and updated claims identified through the CMS Query Tool as Customer's Medicare eligible claims.
- (f) CorVel, as Customer's designated Medicare Agent, will also electronically transmit to the COBC any monetary settlement data received from Customer on Customer's Medicare eligible claims.
- (g) CorVel shall provide Customer quarterly activity reports within twenty (20) business days following the applicable quarter.

EXHIBIT A
(14 of 26)

**Amendment to the Capistrano Unified School District
Agreement for Claims Administration Service**

AMENDMENT TO AGREEMENT FOR CLAIMS ADMINISTRATION SERVICES (the "Amendment"), is made and entered into as of July 1, 2007 by and between the Capistrano Unified School District, hereinafter referred to as "Agency", and Hazelrigg Risk Management Services, Inc., hereinafter referred to as "HRMS".

With reference to the certain Workers' Compensation Three-Year Term Administration Service Agreement ("Agreement") by and between Agency and HRMS, it is hereby agreed as follows:

The first Paragraph of the Agreement is hereby amended to read as follows:

SECTION 1: Paragraph "1. Term of Agreement" is hereby amended to read as follows:

3. Term of Agreement

The term of this Agreement shall be from July 1, 2007 through June 30, 2010, and renewing on an annual basis unless otherwise terminated as stated in the Agreement in Section 6.

SECTION 2: Paragraph "2. Consideration a." of the Agreement is hereby amended to read as follows:

4. Consideration

- b. HRMS' service fee for the period July 1, 2007 through June 30, 2008 shall be Two Hundred Ninety-Four Thousand Dollars (\$294,000) for claims administration.
- c. HRMS' service fee for the period July 1, 2008 through June 30, 2009 shall be Three Hundred Two Thousand Eight Hundred Twenty Dollars (\$302,820) for claims administration.
- d. HRMS' service fee for the period July 1, 2009 through June 30, 2010 shall be Three Hundred Eleven Thousand Nine Hundred Dollars (\$311,900) for claims administration.

Except as amended hereby, the Agreement shall remain in full force and effect unchanged.

ACCEPTED BY:

Capistrano Unified School District
32972 Calle Perfecto
San Juan Capistrano, CA 92675

ACCEPTED BY:

Hazelrigg Risk Management Services, Inc.
14275 Pipeline Avenue
Chino, CA 91710

By _____

By _____
Gordon Clemons, Jr., VP
CorVel Enterprise Comp

Date

Date

Amendment to the Capistrano Unified School District Agreement for Claims Administration Service

AMENDMENT TO AGREEMENT FOR CLAIMS ADMINISTRATION SERVICES (the "Amendment"), is made and entered into as of July 1, 2004 by and between the Capistrano Unified School District, hereinafter referred to as "Agency", and Hazelrigg Risk Management Services, Inc., hereinafter referred to as "HRMS".

With reference to the certain Workers' Compensation Three-Year Term Administration Service Agreement ("Agreement") by and between Agency and HRMS, it is hereby agreed as follows:

The first Paragraph of the Agreement is hereby amended to read as follows:

SECTION 1: Paragraph "1. Term of Agreement" is hereby amended to include as follows:

1. Term of Agreement

The term of this Agreement is extended for the term of July 1, 2004 through June 30, 2007, and renewing on an annual basis unless otherwise terminated as stated in the Agreement in Section 6.

SECTION 2: Paragraph "2. Consideration" of the Agreement is hereby amended to include as follows:

2. Consideration

g. HRMS' service fee for the period July 1, 2004 through June 30, 2005 shall be Two Hundred Sixty-Seven Thousand Dollars (\$267,000) for claims administration.

h. HRMS' service fee for the period July 1, 2005 through June 30, 2006 shall be Two Hundred Eighty Thousand Dollars (\$280,000) for claims administration.

i. HRMS' service fee for the period July 1, 2006 through June 30, 2007 shall be Two Hundred Ninety-Four Thousand Dollars (\$294,000) for claims administration.

Except as amended hereby, the Agreement shall remain in full force and effect unchanged.

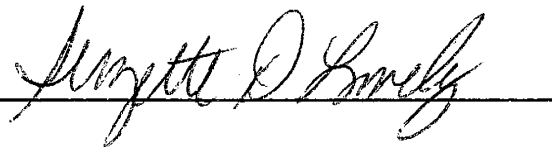
ACCEPTED BY:

Capistrano Unified School District
32972 Calle Perfecto
San Juan Capistrano, CA 92675

ACCEPTED BY:

Hazelrigg Risk Management Services, Inc.
14275 Pipeline Avenue
Chino, CA 91710

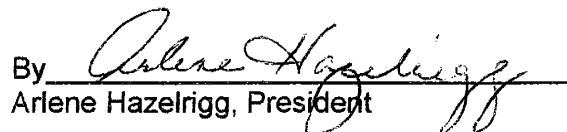
By



June 25, 2004

Date

By


Arlene Hazelrigg, President

Date

June 30, 2004

WORKERS' COMPENSATION THREE-YEAR TERM ADMINISTRATION SERVICE AGREEMENT

This Agreement is entered into by and between the Capistrano Unified School District, hereinafter referred to as the "Client" and Hazelrigg Risk Management Services, Inc., a California Corporation, hereinafter referred to as "HRMS".

RECITALS

1. WHEREAS, the Client has elected to self-insure its Workers' Compensation programs in the State of California.
2. WHEREAS, HRMS provides claims administration services to self-insured employers.
3. WHEREAS, the Client and HRMS have agreed to enter into a Service Agreement effective July 1, 2001.
4. The foregoing recitals are agreed to by the parties.

TERMS AND CONDITIONS

1. Term of Agreement - This Agreement is for a three (3) year contract term effective 07/01/2001 through 06/30/2004 and shall thereafter be continuous and renewing on an annual basis for the fourth (4th) and subsequent years unless otherwise terminated as stated in Section 6.
2. Consideration -
 - a. HRMS' service fee for the period 07/01/2001 through 06/30/2002 shall be Two Hundred Thousand Dollars (\$200,000) for claims administration, including program development and RIMS. Claims in excess of 335 for each fiscal year will be billed annually at the end of the fiscal year at \$650.
 - b. HRMS' service fee for the period 07/01/2002 through 06/30/2003 shall be Two Hundred Ten Thousand Dollars (\$210,000) for claims administration, including program development and RIMS. Claims in excess of 335 for each fiscal year will be billed annually at the end of the fiscal year at \$670.
 - c. HRMS' service fee for the period 07/01/2003 through 06/30/2004 shall be Two Hundred Twenty Thousand Dollars (\$220,000) for claims administration, including program development and RIMS. Claims in excess of 335 for each fiscal year will be billed annually at the end of the fiscal year at \$690.

d. There shall be a one-time data conversion and set-up fee of Six Thousand Dollars (\$6,000), plus a one-time charge for laser check signature font of Five Hundred Dollars (\$500), both payable concurrently with the first installment of the first year service fee. With the first installment of the second and subsequent contract years, there shall be payable a non-exclusive user read-only license fee of One Thousand Dollars (\$1,000) for EDS remote data access (this fee is absorbed in the first year by HRMS). It is recognized that the service fee represents the expense of the administering and adjusting all Workers' Compensation claims that are active during the contract period, and the fee does not cover the expense involved in processing claims to their ultimate conclusion.

e. The annual service fee shall be paid in quarterly installments in advance of one fourth ($1/4^{\text{th}}$) of the annual fee and is payable by the Client upon the appropriate due date as set forth in HRMS' invoice. Amounts due but unpaid after thirty (30) days from the due date shall bear in addition a late charge equal to $1 \frac{1}{2}\%$ per month, or portion thereof, until paid.

f. Client shall also pay HRMS on a time-and-expense basis for the following services at the fully burdened labor rate: Medical Auditing Services at 20% of Savings.

3. Responsibilities of HRMS -

a. Claims Administration – HRMS shall:

- (1) Examine, on behalf of Client, reports of industrial injury to or disease of employees reported to it by Client and initiate and process to completion proper procedures for resolution of each claim. Such procedures shall include, but not be limited to, determining the compensability of claimed injuries and illnesses under the State Workers' Compensation Law, eligibility for payments of medical benefits and medical examinations, coordinating rehabilitation efforts, recommending payment of temporary and permanent disability compensation, and utilizing, as necessary or desirable, advisory rating of the Permanent Disability Rating Bureau, provided that payments of permanent disability compensation and death benefits in accordance with advisory rating, orders of the WCAB or settlements shall be approved by the Client.

- (2) With the prior approval of Client to engage, at Client's expense, the services of persons or firms outside its organization for work not generally performed by claims examiners in connection with the investigation and adjustment of claims.
- (3) Decide on behalf of Client what benefits, if any, should be paid or rendered under the applicable State Workers' Compensation laws in each reported claim.
- (4) Make timely payments of all compensation benefits, medical expenses, and other required benefits under the applicable State Workers' Compensation laws, together with "Allocated Loss Expense" to be reimbursed or paid out of funds provided by Client.
- (5) Maintain, in accordance with California law, a claim file on each reported claim which shall be available to Client during normal business hours for inspection, which shall include current estimates of costs of all anticipated benefits and related expenses.
- (6) Provide all forms necessary for the efficient operation of the self-insurance and insurance program, and to prepare and file all legally required California forms and reports on behalf of Client. HRMS shall provide Client annually an EDP format 1099 report for Client's inclusion and forwarding to the IRS with Client's other 1099 data.
- (7) In the performance of its obligations under this Agreement, to assign the work involved only to persons who are specifically trained, experienced and competent in the administration of Workers' Compensation claims.
- (8) To consult with and advise Client on any matter arising in connection with the subject matter of this Agreement, including advising Client on changes and proposed changes in statutes, regulations and rules affecting workers' compensation programs, and conducting status meetings quarterly or more frequently with Client to discuss case status, problem areas based upon analysis of claim trends and recommended loss control and risk management solutions.

- (9) Select and employ attorneys and paralegals, subject to Client's approval, to appear before the Workers' Compensation Appeals Boards on behalf of Client on account of injuries to the insured's employees. These attorneys shall be paid by HRMS to be reimbursed out of funds provided by Client.
- (10) Provide Client with monthly printed historical loss reports as specifically requested by Client and to provide special reports not exceeding half-hour run time or 50 pages (unless special report charge has been agreed to in advance) at such times as may be reasonably required by Client.
- (11) Report claims to the excess insurance carriers of Client in accordance with the claims reporting criteria of such carrier, and to pursue collection of covered losses on behalf of Client.
- (12) Provide information and guidance to employees of Client, individually and through employee groups and safety committees, regarding workers' compensation benefits, inquiries on specific injuries and permanent disability ratings in accordance with Client's policies.
- (13) HRMS shall have no discretion to redeem, compromise or settle any qualified claim for any amount without prior written authorization from Client.

b. Program development -

- (1) To review with the Client the Client's policies, procedures, rules, and practices involving employee injuries, and disability retirements.
- (2) To meet quarterly, or more frequently, at the Client's request, at an agreed location, to review claims status and provide status reports on all significant claims cases.
- (3) To design and implement a system whereby all temporary disability payments will be made in conjunction with all salary continuation or supplementing plans.
- (4) To provide the Client with a supply of Employer's Report of Occupational Injury or Illness and other necessary or required Workers' compensation forms and provide necessary advice and guidance as to the proper utilization of these forms.

- (5) To select and implement cost containment programs such as but not limited to early return to work and modified work programs, medical auditing services of medical and hospital bills, lien negotiation and hearing appearances utilizing non-attorney specialists where indicated, and similar cost containment practices which in HRMS' best judgment will cause the least overall cost to the Client's workers' compensation program.
- (6) To establish guidelines governing the finalization of Workers' compensation claims and the pursuit of subrogation, as well as contribution recoveries with the Client.

c. Management Information System -

- (1) HRMS agrees to maintain claim and cost data, as well as estimates of future claims liability on an individual basis.
- (2) HRMS to provide the Client with monthly reports itemizing monthly expenditures, reserve status, claim inventory status, claim costs, and potential subrogation recovery.
- (3) To assist the Client in the preparation of the Annual Log Summary, the Insurer's Annual Report, and the claim for Reimbursement for Legislative Mandated Costs.
- (4) HRMS retains sole right of ownership to its computer programs. All electronically or manually stored data is the property of the Client and copies of said data will be furnished to the Client or its designated agents upon termination of this Agreement without charge. In the event of cancellation of HRMS' service, the Client is entitled to a complete history file (tape) of all claims and payment information, as well as a complete format of the tape.
- (5) Should the Client elect to access Client's Workers' Compensation data "on-line", HRMS will make such access available via secure Internet access.

4. Responsibilities of the Client -

- a. The Client shall report to HRMS all workers' compensation claims in a timely manner and shall cooperate with HRMS in all aspects of investigation, communication, and providing of recorded material, and any other areas pertinent to HRMS being able to provide the agreed service to the Client. HRMS shall not be responsible, nor deemed liable for

damages, real or otherwise, resulting from HRMS' lack of knowledge of information in the possession of the Client, but not made available by the Client to HRMS.

5. Claim Payment Fund -

a. The parties agree HRMS will pay claim expenses from the fund established by the Client and funded by the Client. The fund will be maintained by the Client at an amount sufficient to cover the expense, claim and all other workers' compensation benefits payable to the injured employees or dependents of the Client.

b. Claim or Claims shall mean any monetary demand, suit, occurrence, or loss, actual or alleged, arising out of or in connection with an event covered under the Worker's Compensation laws of the State of California which under such law are the responsibility of the Client ("Covered Event").

c. Allocated Claim Expense ("ALE") shall mean all costs and expenses that are chargeable to the investigation, adjustment, settlement, or defense of a Claim for benefits or damages in connection with a Covered Event. Such expenses shall include, but are not limited to, attorneys' fees and disbursements; medical examination costs and expenses directly attributable to the determination of liability, including diagnostic examinations and services, laboratory, x-ray, and reasonable and necessary transportation expenses for claimants; reports from attending physicians; court reporter services and transcripts; stenographic services and transcripts; fees for service of process; costs of photocopying public records; witness fees; court costs; appeal bonds; printing costs related to trials and appeals; testimony, opinions, appraisals, reports, surveys, and analyses of professionals and experts; automobile and property appraisals; trial and hearing attendance fees; reports from government agencies branches; credit bureau reports; private investigators; photographs, including photographer fees and expenses; medical cost containment services, such as utilization review, preadmission authorization, hospital bill audit, provider bill audit, and medical case management, prejudgment interest; statutory penalties; and any other similar cost, fee, or expense for services reasonably related to the investigation and defense of a Claim or the protection and collection of the subrogation rights. ALE shall not include the salaries or expenses of the Client's employees other than those, including salaried attorneys, if any, who are employees of the Client and perform services which directly relate to and can be directly allocated to the handling of a particular Claim. For purposes of this Agreement, ALE shall not include the salaries and expenses of Administrator's employees or any costs, charges, or expenses

of Administrator in providing the Claims Administration Services provided herein.

d. HRMS to establish and maintain during the life of this Agreement a checking account in trust for the Client from which HRMS will disburse claims payments by laser check process in accordance with this Agreement. The bank will forward bank statements directly to the Client. The Client shall be responsible for all bank reconciliation and banking agreements including the costs of all check stock.

e. HRMS will itemize all costs as defined in "b.", "c." and "d." above in a year-end report.

6. Termination of Agreement -

a. Either party may terminate the Agreement any time by providing 60 days advance written notice to the other party. Termination need not be for cause. In the event of termination, both parties will cooperate in good faith to implement the transition to the successor Contractor with minimal disruption. Upon receipt of written directive from the Client, HRMS shall surrender all Client workers' compensation claims files, reports and all other documents related to the services rendered under this Agreement to the Client or the successor contractor if so directed by Client. The Client will pay to HRMS, for services satisfactorily rendered, HRMS' service fee based upon an equitable adjustment agreed by the parties. HRMS will have no duty to perform subsequent to the effective date of termination. The Client may terminate this Agreement immediately upon sale of the majority interest in HRMS' firm.

b. The Client may, at its option, designate HRMS to continue to manage all claims, files with injury dates prior to the termination date of this Agreement on a time and expense basis or any other rate agreed to by the parties.

7. Agreement Extension -

a. This Agreement can be renewed or modified by a "Written Agreement" signed by both Client and HRMS.

8. Termination for Non-Performance -

a. If HRMS refuses or fails to perform services as required to provide the Client with efficient administration, including furnishing properly trained personnel, or if HRMS should be adjudged as bankrupt, or if a receiver should be appointed on account of insolvency, or if HRMS should repeatedly refuse or fail to provide service as required, or if HRMS

persistently disregards laws, ordinances, or instructions of the Client, or is otherwise guilty of substantial violation of the Agreement, then the Client may, without prejudice to any other right or remedy, serve written notification of intention to terminate the Agreement. Such notice shall contain the reasons for intention to terminate and, unless within fifteen (15) days after service of such notice, the condition or violation shall cease and satisfactory arrangements for the correction thereof be made, the Agreement shall, upon the expiration of the fifteen (15) days, cease and terminate. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the Client.

9. General Conditions -

a. HRMS shall maintain comprehensive general liability insurance with limits of no less than one million dollars (\$1,000,000) for combined single limit per occurrence for bodily injury, personal injury, and property damage. HRMS shall maintain Workers' Compensation Employer Liability Insurance with limits as required by the Labor Code of the state of California and Employer's Liability with limits of \$1,000,000 per claim. HRMS shall maintain (1) during the performance of this Agreement and (2) for a period of three years after the earlier (a) the date that all services required by this Agreement are completed, or (b) the date of termination or cancellation of this Agreement, professional liability insurance in the amount of \$1,000,000 and shall provide coverage for any damages suffered by the Client as a result of any error or omission or neglect by HRMS which arises out of the professional services required of HRMS by this Agreement.

b. HRMS shall furnish the Client with Certificates of Insurance with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insured to bind coverage on its behalf.

c. HRMS shall maintain a Blanket Fidelity Bond in the amount of not less than \$1,000,000 with an approved corporate surety covering any and all officers, employees, and agents involved in the performance of the Agreement. HRMS shall provide a copy of this bond to the Client prior to commencing work under this Agreement.

d. HRMS agrees to indemnify, defend (at the Client's option), and hold harmless the Client, its governing board, officials, employees, representatives, and volunteers from and against any and all claims, demands and liability for damages arising out of or in connection with HRMS or HRMS' subcontractors, if any, performance or failure to perform, under the terms of this Agreement; excepting liability actions arising out of the gross negligence of the Client. The Client agrees to

indemnify, defend (at HRMS' option), and hold harmless HRMS, its officers, employees and representatives, from and against any and all claims, demands, defense costs and liability, for consequential damages of any kind or nature arising out of or in connection with the Client's, or its employees or subcontractors, if any, performance or failure to perform under the terms of this Agreement excepting liability arising out of the gross negligence of HRMS. Each party agrees to notify the other promptly in writing in the event that such claim, demand, assertion of liability or action is brought to the attention of that party.

e. HRMS agrees to perform the services of adjustment of Workers' Compensation claims and, at all times, administer the disposition of such claims including those in litigation subject to direction of the Client. The services to be rendered to be within the standards acceptable in the field of Workers' compensation claims administration.

f. Penalties and assessments arising from the failure of the Client to provide timely notice of claims or of such other employer obligations as provided under the California Workers' Compensation Reform Act of 1989, shall be and remain the sole responsibility of the Client and the Client hereby agrees to indemnify, defend and hold HRMS harmless for all claims arising from the imposition of such penalties and assessments resulting from such actions by the Client. Administrative penalties arising solely from the failure of HRMS to comply in a timely and proper manner with its duties as the claims Administrator shall be and remain the responsibility of HRMS and HRMS hereby agrees to indemnify, defend and hold the Client harmless from all claims arising from the imposition of such administrative penalties.

g. The parties acknowledge that the California Workers' Compensation Reform Act of 1989 requires first payment of temporary disability indemnity within 14 days of the Client's knowledge of injury and generally imposes the automatic penalty of ten percent of the amount delayed for late indemnity payments which shall be payable directly to the injured employee without application. Furthermore, the parties agree that unless HRMS is provided with a notice of the claim within three (3) business days of the Client's knowledge of the injury, the above-referenced automatic penalty of ten percent shall be and remain the sole responsibility of the Client.

h. Any controversy arising out of this Agreement between the parties shall be resolved under the provisions of California law pertaining to arbitration. Attorney fees, if any, shall be set by the arbitrator as to payment thereof. In the event either party incurs attorney fees, court costs and other expenses (whether or not taxable) in an action brought to enforce

rights hereunder, the prevailing parties shall be paid by the other party a reasonable amount therefore to be fixed by the court in any such action.

i. While performing the specified services, HRMS is an independent contractor and not an agent or employee of the Client.

j. Changes to and modification of this Agreement may be made by the mutual written consent of the parties.

10. Force Majeure -

Neither party shall be responsible for the delays or failures in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication lines failure, earthquakes, or other disasters.


11. Incorporation of Proposal; Interpretation -

The proposal submitted by HRMS to the Client in response to the Client's RFP, and the cover letter transmitting said proposal, are incorporated herein by this reference. Shall any conflict in interpretation as between the Agreement, the proposal and cover letter exist, the terms of this Agreement, then the proposal and lastly the cover letter, shall control. This Agreement shall be interpreted otherwise in accordance with the laws (including conflict of laws rules) of the State of California. The parties agree that appropriate jurisdiction for any dispute hereunder shall be in the County of Orange, State of California.

DATED: 6-26-01

Hazelrigg Risk Management Services, Inc.
1310 S. Valley Vista Drive
Diamond Bar, California 91765

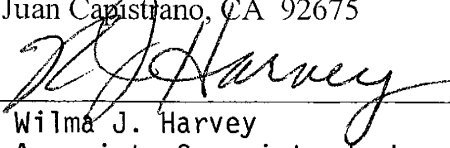
BY:


Arlene Hazelrigg, President

DATED: 6/28/01

Capistrano Unified School District
32972 Calle Perfecto
San Juan Capistrano, CA 92675

BY:


Wilma J. Harvey
Associate Superintendent,
Personnel Services



Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

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

February 28, 2011

BOARD OF TRUSTEES

JACK R. BRICK
President

GARY PRITCHARD, Ph. D.
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SUPERINTENDENT

JOSEPH M. FARLEY, Ed. D.

Daniel J. Starck
CorVel Enterprise Comp., Inc.
10750 4th St., Suite 100
Rancho Cucamonga, CA 91730

Subject: Worker's Compensation TPA Services Contract

Dear Mr. Starck:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2011.

Newly elected Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to submit reduced costs for the renewal period July 1, 2011 through June 30, 2012. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by March 14, 2011.**

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

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

enc.

C: Jeffrey Bristow, Exec. Director, Risk Management/Compliance

C O R V E L

February 18, 2010

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

Subject: Workers' Compensation TPA Services Contract

Dear Ms. Fluent:

CorVel Corporation is very pleased to be a partner with Capistrano Unified School District and is very proud of our long term relationship. We understand the fiscal crisis facing the State of California and its impact on the District. We definitely wish to continue our relationship by having our contract extended an additional 12 months and to the contract end date.

CorVel Corporation came to the District last year in an effort to help reduce your cost and to continue our contract with you. At that time, CorVel renegotiated a new three year contract in which we kept the claims administration fees flat for the first year and only made increases of 2% for years two and three. We also lowered the bill review pricing by 3%. These reductions would save the District \$37,303.00 in claims administration fees and \$224,000.00 in bill review fees over the three year period of the contract. We also agreed to do the Section 111 (MMSEA) reporting which normally cost \$15,000.00 per year at no additional cost to District for the three years of the contract. These reductions and Section 111 reporting would result in a savings of \$306,303.00 over three years.

The fact that CorVel values our partnership with the District wishes to continue our relationship, we are prepared to make the following concessions. In addition to the above reductions that are already in place, we will keep the claims administration fees flat for the next two years of the contract. This will create an additional savings of \$21,110.00 over the next two years. This will result in a savings of \$327,413.00 from 7/1/2009 – 6/30/2012.

We truly appreciate being able to impact our clients bottom line and look forward to our continued relationship. Please do not hesitate to contact me if you have any questions.

Best Regards,

Scotty L. Benton

Scotty L. Benton,
Area Vice President

CorVel Corporation
www.corvel.com

10750 4th Street, Suite 100
Rancho Cucamonga, CA 91730

909.257.3771 phone
866.401.7274 fax

C O R V E L

March 10, 2011

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

Subject: Workers' Compensation TPA Services Contract

Dear Ms. Fluent:

We are in receipt of you letter of February 28, 2011. CorVel does wish to extend our contract with Capistrano Unified School District for an additional 12-month period.

CorVel is proud of our long term partnership with Capistrano USD and definitely want the relationship to continue. In 2009, CorVel approached the District in an effort to help reduce your cost. In so doing CorVel laid out a three year plan that lowered the overall claims administration fees and reduced the bill review fees by 3%. This would save the District \$306,303.00 over that period of time. In 2010 when the District approached CorVel we made additional concessions to keep the claims administration fees flat for the next two years creating an added \$21,110.00 in savings. Thus bring the overall savings to \$327,413.00.

CorVel will leave the claims administration fees the same for the next 12 months and continue the bill review pricing at the current reduced 3% rate. This will allow Capistrano USD to see the projected savings.

CorVel takes pride in being able to impact the bottom line of Capistrano USD and look forward to our continued relationship. Please let me know if you have any questions.

Best Regards,

Scotty L. Benton

Scotty L. Benton, ARM
Area Vice President

C O R V E L

Capistrano USD Savings

Claims Admin Fees	Savings	Projected BR Savings @ Reduced 3%	Actual BR Savings as result of 3% reduction	Section 111 Savings	Projected Savings	Actual Total Savings
08/09 - \$75,705.00	N/A	N/A	N/A	\$15,000	\$15,000	\$15,000
09/10 - \$77,219.00	\$12,434	\$74,667	\$133,280	\$15,000	\$102,101	\$160,714
10/11 - \$77,219.00	\$12,434	\$74,667	unknown	\$15,000	\$102,101	
11/12 - \$77,219.00	\$12,434	\$74,667	unknown	\$15,000	\$102,101	

EXHIBIT C (2 of 2)

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **INDEPENDENT CONTRACTOR AGREEMENT, INSURANCE
BROKER SERVICES FOR EXCESS WORKERS' COMPENSATION
INSURANCE – KEENAN ASSOCIATES**

BACKGROUND INFORMATION

On May 11, 2009, the Board of Trustees awarded RFQ No. 12-0809 – Insurance Broker Services for Excess Workers' Compensation Insurance to Keenan Associates. Independent Contractor Agreement No. I0809215, resulting from this RFQ, provided services for an initial one-year term, with two one-year renewal periods at the option of the Board of Trustees. The first annual renewal of this agreement was Board approved on April 13, 2010.

In light of the current fiscal crisis, a letter was sent to Keenan Associates requesting the firm submit reduced costs for the 2011-2012 renewal period. Keenan Associates agreed to extend the contract, and offered a ten percent reduction in fees, if the contract were extended for 36 months. Education Code §17596 allows the District to enter into continuing contracts for services for a period not to exceed five years.

CURRENT CONSIDERATIONS

This agenda item seeks approval to enter into a new agreement for Insurance Broker Services for Excess Workers' Compensation Insurance with Keenan Associates for an initial one-year term of May 12, 2011, through May 11, 2012, with two one-year renewal periods at the option of the Board of Trustees for a total contract term not to exceed 36 months. The scope of work performed under this contract will be per RFQ No. 12-0809.

Submitted as backup to this agenda item are the following documents:

Exhibit A – Independent Contractor Agreement No. I1011132
Exhibit B – Letter from the District requesting reduced fees
Exhibit C – Consultant's response and fee schedule

FINANCIAL IMPLICATIONS

Financial Impact: Services on an as-needed basis, per fee schedule
Funding Source: Funds for services will come from the appropriate accounts, depending on services provided

Independent Contractor Agreement
Insurance Broker Services for Excess Workers' Compensation Insurance
Keenan Associates
April 11, 2011
Page 2

STAFF RECOMMENDATIONS

It is recommended the Board approve the independent contractor agreement with scope of services per RFQ No. 12-0809 – Insurance Broker Services for Excess Workers' Compensation Insurance with Keenan Associates for the period of May 12, 2011, through May 11, 2012.



INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Insurance broker services for excess worker's compensation insurance per RFQ 12-0809

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on May12, 2011, and will diligently perform as required and complete performance by May11, 2012.

CONTRACTOR'S NAME: Keenan Associates

CONTRACT No. I1011132

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Eighteen thousand one hundred seven and 00/100..... Dollars (\$ 18,107.00).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: n/a

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

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

CONTRACTOR:

Keenan Associates
Greg Trapp
901 Calle Amanacer, Suite 200
San Clemente, CA 92673

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

CONTRACTOR'S NAME: Keenan Associates CONTRACT No. I1011132

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

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

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

a. Exhibit	A	<u>RFQ No. 12-0809 - Scope of Services</u>
b. Exhibit	B	<u>Fee Schedule</u>
c. Exhibit	C	<u></u>

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF April, 2011.

Capistrano Unified School District
Name of District

Keenan Associates
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

April 12, 2011
Board Approval Date

Taxpayer Identification Number

EXHIBIT A
(7 of 10)

7

Scope of Service

A dedicated account management team will provide Capistrano USD broker services that include, but not limited to, the following:

- Ensure **fiscal stability** of all providers dealing with the District
- Evaluate quotations for the District and ensure providers will be responsive to the District in **Excess Claim reimbursement** requests.
- Exercise **due diligence** and make insurance placement recommendations to the District in accordance with the California Department of Insurance
- **Review contracts**, as requested, to ensure **compliance** with the Workers' Compensation laws in the State of California.
- **Issue binders, certificates of coverage, maintain policies, issue endorsements, respond to all coverage questions, prepare coverage summaries, update coverages and prepare renewal specifications.**
- Proactively provide ongoing **review and analysis** of the District's insurance programs and identification of **risk transfer and risk financing** options.
- Be familiar with the **major exposures** of the District.
- Be familiar with the coverages provided by all relevant insurance policies and documents issued to the District.
- Assure that insurance policies are placed in a **timely manner**, without lapses in coverage periods, with **reputable and financially responsible insurers**.
- Provide service for the insurance policies placed for the District including processing all changes and endorsements and verifying the accuracy of invoices within a reasonable time.
- Provide **early warning** of rate and coverage changes or renewal issues through a process to be mutually agreed to with the District.
- Through a process mutually agreed upon, monitor the District's operations and loss exposures and make any appropriate recommendations for coverage changes or new coverages.
- Be available to answer questions or obtain answers from underwriters for policy coverage questions.
- Meet with District staff and designated representatives as reasonably requested.

"The transition to Keenan has been seamless with outstanding customer service, timely and practical on-site training and new technology focused on employee training district wide."
Scott Buxbaum, Assistant Supt. Bus.
South Bay Union SD

Exhibit A

Policy Review

Review policies and other coverage related documents in detail within fourteen (14) days of receipt. Review the documents to check the wording and accuracy of each policy, binder, certificate, endorsement or other document received from insurers. This review will ensure that the intended coverage is provided, and all coverage, terms and conditions, and other wording is complete and accurate and in compliance with financial arrangements and administrative procedures acceptable to the District. Obtain revisions needed to achieve compliance with coverage request.

Risk Management

As part of our services, Capistrano USD will be assigned a team to help analyze and identify loss trends within the District and to formulate a plan to help reduce losses in any areas identified. Through the analysis provided by a Workers' Compensation Analyst and a Loss Control Consultant, the District will receive a detailed Workers' Compensation Benchmark Report. This report compares the District's Workers' Compensation loss trends to the 600 other school district's throughout the state we handle Workers' Compensation. In addition, the report will identify those areas that are impacting the District's program and overall costs.

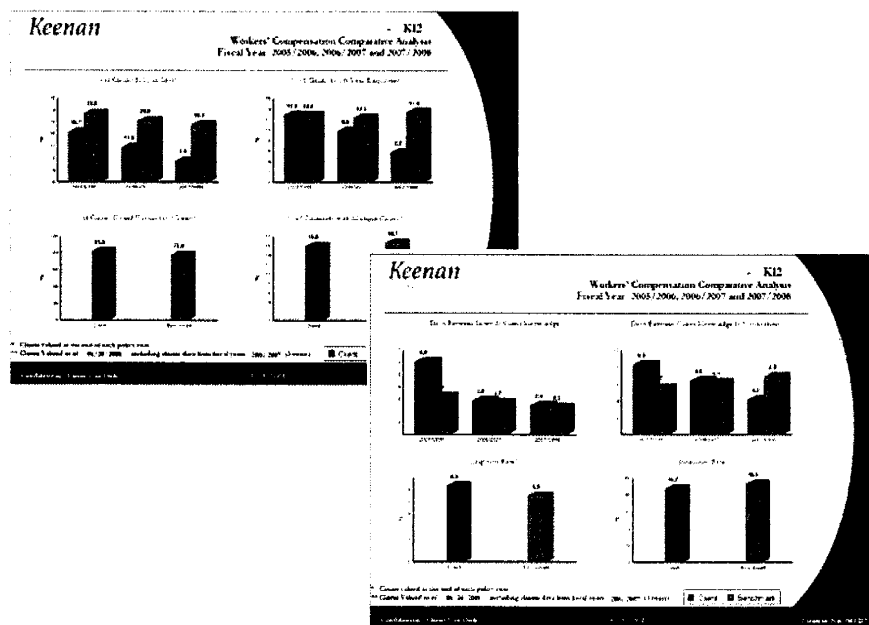


Exhibit A

Through a comprehensive analysis of this data, the District will be provided with recommendations on how to reduce the frequency, severity and overall Workers' Compensation costs through a Risk Improvement Action Plan.

Keenan

Loss Control & Risk Management
Risk Improvement Action Plan

Owner:	Project Date:	Date Prepared:
Project Manager: District of Capistrano	July 1, 2004 - June 30, 2006	6/04
Project Location: District of Capistrano	Dist. of Capistrano, KELLNANK ASSOCIATES	Capistrano, CA 92016
Project Description: Workers' Compensation	Review Workers' Compensation data and report	Review report on Work
Project Objectives: Reduce WCB costs	Identify high risk areas and develop	Develop plan
Project Scope: Workers' Compensation	Identify high risk areas and develop	Develop plan

Source of Data	Activity Steps	Person Area Responsible for Completion	Target Date	Completion Date
M&O - lifting and material management loss prevention program	<ol style="list-style-type: none"> 1. Review RIAP with Management Team 2. Identified job tasks with high loss potential 3. Continue with Ergonomics Training Matrix with selected tasks for each occupation Class - Grounds Maint 4. Conduct training on selected job tasks 5. Monitor & report program progress - intervention results 	Mgmt. Team VP of Business Services Fiscal Services Keenan M&O Representative	Oct 04 June 2 M&O Ergo Training	Initiate program development June 2 M&O Rotational Ergo training for M&O
M&O - slip and fall accident prevention program	<ol style="list-style-type: none"> 1. Establish recommended interventions re: anti-slip strips, measuring of surface slip-resistance, selection of anti-slip floor wax and coatings 2. Post use of preventative measures 3. Provide slip, trip and fall awareness and prevention training on each shift 4. Monitor frequency of incidents and report impact of preventative measures 	Mgmt. Team VP of Business Services Fiscal Services Keenan M&O General Administrator Office Ergonomics Awareness	Nov 04	Initiate program development

Source of Data	Activity Steps	Person Area Responsible for Completion	Target Date	Completion Date
M&O - slip and fall accident prevention program	<ol style="list-style-type: none"> 1. Identify high risk IV or PeopleSoft users 2. Conduct Ergonomics awareness training for identified staff 	Mgmt. Team VP of Business Services Fiscal Services Keenan	Oct 04	Initiate program development
M&O - slip and fall accident prevention program	<ol style="list-style-type: none"> 1. Review pertinent supervisor accident reports identify site specific locations, shift and contributing factors to significant increase in slip and fall accidents 2. Develop response for slip and fall hazards 3. Establish recommended interventions re: anti-slip strips, measuring of surface slip-resistance, selection of anti-slip floor wax and coatings 4. Post use of preventative measures 5. Provide slip, trip and fall awareness and prevention training 6. Monitor frequency of incidents and report impact of preventative measures 	Mgmt. Team VP of Business Services Fiscal Services Keenan	Nov 04	Initiate program development

As the insurance expert for schools, we are confident our services and ability to manage Capistrano USD's Workers' Compensation program are unparalleled and will help reduce your overall Workers' Compensation program costs.

EXHIBIT A
(10 of 10)

Keenan
Loss Control & Risk Management



Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

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

February 28, 2011

**BOARD OF
TRUSTEES**

JACK R. BRICK
President

GARY PRITCHARD, Ph. D.
Vice President

JOHN M. ALPAY
Clerk

ELLEN M. ADDONIZIO

ANNA BRYSON

LYNN HATTON

SUE PALAZZO

SUPERINTENDENT

JOSEPH M. FARLEY, Ed. D.

Mr. Greg Trapp
Keenan Associates
901 Calle Amanecer, Suite 200
San Clemente, CA 92673

**Subject: Extension of RFQ 12-0809 – Insurance Broker Services –
Excess Worker's Compensation Insurance**

Dear Mr. Trapp:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on May 11, 2011.

Newly elected Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to submit reduced costs for the renewal period May 12, 2011 through May 11, 2012. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by March 14, 2011.**

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

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

enc.

c: Jeffrey Bristow, Exec. Director II, Risk Mgmt/Comp

Keenan

Associates

901 Calle Amanecer
Suite 200
San Clemente, CA 92673

949 940-1760
949 369-0324 fax
www.keenan.com
License No. 0451271

March 9, 2010

Ms. Terry Fluent
Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92673

Re: Extension of RFQ No. 12-0809- Insurance Broker Services-
Excess Workers' Compensation Insurance

Dear Ms. Fluent:

Thank you for your letter dated March 1, 2010 wherein you requested we submit reduced costs for our contract for the 2010/2011 fiscal year. At the time of the RFP, we provided a cost proposal which was significantly less than the second lowest bidder and helped to reduce the District's costs. In light of the current fiscal crisis, we are willing to assist by reducing our fee by 7.5%.

2009/2010 Fee - \$21,750

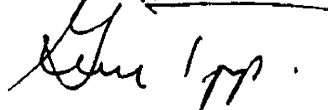
Proposed 2010/2011 Fee - \$20,119

We are agreeable to all terms and conditions in the previous years contract. At the request of Mr. Bristow, we are in the process of marketing the District's workers compensation excess coverage and look forward to delivering a positive renewal. Once you have drafted an extension to the contract, please forward it to my attention.

We look forward to our continued relationship.

Thank you

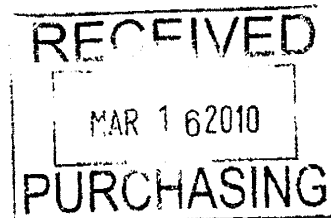
Sincerely,



Greg Trapp
Assistant Vice President

Cc: Jeffrey Bristow, Exec. Director II, Risk Mgmt/Comp

EXHIBIT B
(2 of 2)



Keenan

Associates

901 Calle Amanecer
Suite 200
San Clemente, CA 92673

949 940-1760
949 369-0324 fax
www.keenan.com
License No. 0451271

March 9, 2011

Ms. Terry Fluent
Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92673

Re: Extension of RFQ No. 12-0809- Insurance Broker Services-
Excess Workers' Compensation Insurance

Dear Ms. Fluent:

Thank you for your letter dated February 28, 2011 in which you requested a reduction of costs for the 2011/2012 fiscal year. As you may recall, we reduced our fee 7.5% for the 2010/2011 fiscal year and due to the pending fiscal crisis facing California schools, we agree to further reduce our fee by an additional 10% per year should the District extend the contract for a three year term. This fee represents a 17.5% annual fee reduction from the original awarded contract.

In addition, we will continue to make available our proprietary on-line safety training system, **Keenan SafeSchools**, which provides K-12 specific regulatory and preventative programs to help the district meet safety requirements and reduce your overall claims costs. More than 125+ courses are available, covering Environmental and Health Awareness, Behavioral Safety, Human Resources, Sexual Harassment, Transportation, Special Education and Food Safety.

Detailed below is our proposed pricing proposal:

Current Fee	
2010/2011	\$20,119
Proposed Fee	
2011/2012	\$18,107
2012/2013	\$18,107
2013/2014	\$18,107

We are agreeable to all terms and conditions in the previous year's contract. Also, at the request of Mr. Bristow, we are in the process of marketing the District's workers compensation excess coverage and look forward to delivering a positive renewal.

EXHIBIT C
(1 of 2)

Keenan

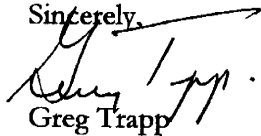
Associates

901 Calle Amanecer
Suite 200
San Clemente, CA 92673

949 940-1760
949 369-0324 fax
www.keenan.com
License No. 0451271

Assuming this proposal is acceptable, please forward an extension to the contract to my attention.
Thank you and we look forward to our continued relationship.

Sincerely,



Greg Trapp
Assistant Vice President

Cc: Jeffrey Bristow, Exec. Director II, Risk Mgmt/Comp

EXHIBIT C
(2 of 2)

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **INDEPENDENT CONTRACTOR AGREEMENT, ASSISTIVE
TECHNOLOGY SERVICES – GOODWILL INDUSTRIES OF ORANGE
COUNTY/ASSISTIVE TECHNOLOGY EXCHANGE CENTER**

BACKGROUND INFORMATION

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

CURRENT CONSIDERATIONS

This agenda item requests approval of the attached independent contractor agreement with Goodwill Industries of Orange County/Assistive Technology Exchange Center (OC/ATEC) to provide assistive technology services for District students (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: Services on an as-needed basis, per fee schedule
Funding Source: Special Education and the general fund

STAFF RECOMMENDATIONS

It is recommended the Board approve the independent contractor agreement with Goodwill Industries of OC/ATEC for assistive technology services.

CONTRACTOR'S NAME: Goodwill Industries of OC - ATEC CONTRACT No. 11011126



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Goodwill Industries of OC - ATEC hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Assistive technology services for CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on February 1, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: Goodwill Industries of OC - ATEC **CONTRACT No.** I1011126

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S NAME: Goodwill Industries of OC - ATEC CONTRACT No. I1011126

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

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

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

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

DISTRICT:

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

CONTRACTOR:

Goodwill Industries of OC - ATEC
410 N. Fairview Street
Santa Ana, CA 92703

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

CONTRACTOR'S NAME: Goodwill Industries of OC - ATEC CONTRACT No. I101126

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF April, 2011.

Capistrano Unified School District

Name of District

Goodwill Industries of OC - ATEC

Contractor Name

By: _____

Signature: _____

Terry Fluent

Typed Name

Typed or Printed Name

Director, Purchasing

Title

Title

April 12, 2011

Board Approval Date

Taxpayer Identification Number



A Division of Goodwill of Orange County
 1601 East St. Andrew Place
 Santa Ana, CA 92705
 voice: 714.361.6200
 tty/tdd: 714.543.1873
 fax: 714.361.6220
 atec-oc.org
 ocgoodwill.org

EXHIBIT A

ATEC Fee Schedule

Assessments – Rate \$95.00/hr
 *9-hour minimum

Trial-period, Programming, Preparation & Training – Rate \$95.00/hr

IEP, Telephone Conference, Consultation Services – Rate \$95.00/hr

Travel Time – Rate \$25.00/hr (roundtrip)

Mileage – Current federal rate per mile (roundtrip)

ATEC - Assistive Technology Loan & Re-Use (ATLR) Fee Schedule

Assistive Technology devices and/or equipment are loaned out based on availability.
 The rental/loan fees are based on the value of the equipment.

Equipment Value	Loan Fee (per month)
\$1.00-1000.00	\$25.00
\$1001.00-5000.00	\$50.00
\$5000.00+	\$75.00
Eyegaze System	\$500.00

By: _____ Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **INDEPENDENT CONTRACTOR AGREEMENT, HEALTH AND
NUTRITION ASSEMBLIES – FOODPLAY PRODUCTIONS, LLC**

BACKGROUND INFORMATION

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

CURRENT CONSIDERATIONS

This agenda item requests approval of the attached independent contractor agreement with FoodPlay Productions, LLC to provide health and nutrition assemblies at Las Palmas and R. H. Dana elementary schools (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: \$3,485
Funding Source: Food and Nutrition Services

STAFF RECOMMENDATIONS

It is recommended the Board approve the independent contractor agreement with FoodPlay Productions, LLC to provide health and nutrition assemblies at Las Palmas and R. H. Dana elementary schools.



INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Health and nutrition assemblies at Las Palmas Elementary School and RH Dana Elementary School.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on May 19, 2011, and will diligently perform as required and complete performance by May 20, 2011.

CONTRACTOR'S NAME: FoodPlay Productions, LLC CONTRACT No. I1011128

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Three-thousand four-hundred eighty-five & 00/100 Dollars (\$ 3,485.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: _____.

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

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

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: 5-6' long table with 3 chairs, 1 electrical outlet, lighting, non-student changing area/bathroom.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

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

CONTRACTOR:

FoodPlay Productions, LLC
1 Sunset Ave.
Hatfield, MA 01038

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

CONTRACTOR'S NAME: FoodPlay Productions, LLC CONTRACT No. I1011128

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF April, 2011.

Capistrano Unified School District

Name of District

FoodPlay Productions, LLC

Contractor Name

By: _____

Signature: _____

Terry Fluent

Typed Name

Typed or Printed Name

Director, Purchasing

Title

Title

April 12, 2011

Board Approval Date

Taxpayer Identification Number



FoodPlay Productions Contract

To confirm your FOODPLAY program information, please return one signed copy of this contract, technical rider and direction sheet to FoodPlay Productions, 1 Sunset Ave., Hatfield, MA 01038, or fax to: 413-247-5405 by 3/10/2011. Please retain a copy for your records.

Today's Date: 2/24/2011 Contract Number: C12652
ID Number: P7623

Program Description: Three Performances of FOODPLAY & Follow-Up School Resource Kit. Performances to be held on May 19th and 20th 2011.

Held at: Capistrano Unified School District

Address: 32972 Calle Perfecto San Juan Capistrano, CA 92675

Phone: 949-234-9503

Fax:

Director/Principal:

Main Contact: Arlene Badger

Position: Secretary, Food & Nutrition Services

Organization: Capistrano Unified School District

Address: 32972 Calle Perfecto, San Juan Capistrano CA

Phone: 949-234-9503 (H)

Alternate Contact:

Name:

Title:

Phone:

A non-refundable deposit of \$500 is payable to FOODPLAY. The remainder is payable on or before the day of show.

Program Fee: **\$3,485.00** + Travel: + Per Diem: **\$0.00** = Program Total: **\$3,485.00**

In the event of emergency venue closure, call the FoodPlay office as soon as possible. Outside regular office hours, please call and leave a message for our Production Manager, Megan Cannon, at 413-247-5400 x104. You must reach her extension in order for your message to be conveyed in a timely manner. Please do not leave urgent after-hours messages in our company's main voicemail box, as they may not be immediately retrieved.

We agree that videotaping of the performance is prohibited unless prior permission has been granted.

Signed: _____

Your Signature: _____

Date: _____

Date: _____

Please send checks payable to FoodPlay Productions, LLC (Federal ID #20-0287594)
Final payment is due on or before the day of performance

FoodPlay Productions, LLC
1 Sunset Ave., Hatfield, MA 01038
1-800-FOODPLAY
www.foodplay.com

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **INDEPENDENT CONTRACTOR AGREEMENT, STUDENT PERSONAL
SAFETY LECTURES – GET SAFE**

BACKGROUND INFORMATION

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

CURRENT CONSIDERATIONS

This agenda item requests approval of the attached independent contractor agreement with Get Safe to provide student personal safety lectures (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: Services on an as-needed basis per fee schedule
Funding Source: To be determined by the site or department requesting services

STAFF RECOMMENDATIONS

It is recommended the Board approve this independent contractor agreement with Get Safe to provide student personal safety lectures.

CONTRACTOR'S NAME: Get Safe CONTRACT No. I1011130



INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Lectures on student personal safety.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on March 19, 2011, and will diligently perform as required and complete performance by April 12, 2012.

CONTRACTOR'S NAME: Get Safe CONTRACT No. I1011130

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

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

CONTRACTOR:

Get Safe
17602 17th Street #259
Tustin, CA 92780

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

CONTRACTOR'S NAME: Get Safe CONTRACT No. I1011130

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF April, 2011.

Capistrano Unified School District
Name of District

Get Safe
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

April 12, 2011
Board Approval Date

Taxpayer Identification Number



TRAINING • EDUCATION • EMPOWERMENT

17602 17th St. Suite 102 #259 • Tustin CA 92780 • PH 714 834 0050 • FX 714 834 0070

PROGRAM PRICING

[LARGE GROUP FORMATS]

EFFECTIVE THROUGH 2011

Thank you for your interest in GET SAFE personal safety services. The tables below provide rates and pricing information for current program offerings. Costs for GET SAFE services are determined by the number of participants receiving services (the number of instructors required to maintain an effective student to instructor ratio) and the total number of training hours provided. This resource-based approach to funding allows program formats to remain flexible and program curricula customizable so we can continue to provide uniquely-tailored presentations to meet clients' specific needs.

Please note that every effort is made to keep our costs as low as possible in order to see our services be accessible to the general public, and that special discounted levels have been established to ensure our services do not become cost-prohibitive to fellow community based service groups, non-profit organizations, and schools. While GET SAFE does allot a number of "gratis" training hours every year in service to our mission of protecting the *universal* right of all persons to safe and violence-free lives, these hours are made available solely to individuals and groups that otherwise would not be able to afford services and that are not able to procure funding from outside sources, grant monies, or endowments. Such community service hours are limited, please contact our offices and request to be added to the waiting-list if you believe your group qualifies.

GROUP TRAININGS

TRAINING TYPE	GROUP SIZE	SESSIONS	HRS PER SESSION	TOTAL HRS	COST PER HR	TOTAL COST*
LEVEL ONE	UP TO 15	1	UP TO 2	2 HR	400.00	800.00
	UP TO 30	1	UP TO 2	2 HR	550.00	1100.00
	UP TO 60	1	UP TO 2	2 HR	700.00	1400.00
MODULE (A, B OR C)	UP TO 15	3	2	6	400.00	2400.00
	UP TO 30	3	2	6	550.00	3300.00
	UP TO 60	3	2	6	700.00	4200.00
MODULE (A, B OR C) COMMUNITY-BASED GRP	UP TO 15	3	2	6	300.00	1800.00
	UP TO 30	3	2	6	450.00	2700.00
	UP TO 60	3	2	6	600.00	3600.00

ADDITIONAL SERVICES

SERVICE	RATE
SPEAKING ENGAGEMENTS/ PROFESSIONAL CONSULTATION	600.00 / HOUR
CONNECTING / SUPPORT SERVICES	100.00 / HOUR
SAFETY DAY / SPECIAL EVENTS	PLEASE CONTACT PROG. MANAGER FOR DETAILS

PROGRAM HANDOUTS / TAKE HOME ITEMS **

GET SAFE™ PRODUCT	COST PER PC
GET SAFE™ T-SHIRT	10.00
GET SAFE™ BEAR	10.00
GET SAFE™ HAT	10.00
GET SAFE™ SAFETY HANDBOOK	4.00

** All program handouts are offered to each participants enrolled in Module training at no additional charge.

All prices subject to change. Additional charges may apply for larger groups and/or special arrangements. Total costs are calculated for in-area services. * For locations in excess of 50 miles from GET SAFE offices (located in Santa Ana, CA 92705) please add \$100 per session for travel. Out-of-state locations must contact Get Safe to arrange travel & accommodations.

GET SAFE maintains a 24-hour cancellation policy for all trainings; sessions not canceled in advance will be charged the full rate.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **INDEPENDENT CONTRACTOR AGREEMENT, MATH INSTRUCTION
TRAINING – VALERIE HENRY**

BACKGROUND INFORMATION

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

CURRENT CONSIDERATIONS

This agenda item requests approval of the attached independent contractor agreement with Valerie Henry to provide math instruction training (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: Services on an as-needed basis per fee schedule
Funding Source: To be determined by the site or department requesting services

STAFF RECOMMENDATIONS

It is recommended the Board approve this independent contractor agreement with Valerie Henry to provide math instruction training.

CONTRACTOR'S NAME: Valerie Henry

CONTRACT No. I1011136



INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Math instruction training

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on April 12, 2011, and will diligently perform as required and complete performance by April 11, 2012.

CONTRACTOR'S NAME: Valerie Henry **CONTRACT No.** I1011136

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

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

CONTRACTOR:

Valerie Henry
52 Almond Tree Lane
Irvine, CA 92612

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

CONTRACTOR'S NAME: Valerie Henry CONTRACT No. I1011136

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF April, 2011.

Capistrano Unified School District
Name of District

Valerie Henry
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

April 12, 2011
Board Approval Date

Taxpayer Identification Number

FEE SCHEDULE

Valerie Henry
Ellipsis Math
52 Almond Tree Lane
Irvine, CA 92612
949-400-4348 (cell)
949-786-3102 (fax)
valerie.henry@ellipsismath.com

Description of Services

Professional development presentations for primary teachers focused on developing number sense, place value understanding, and basic facts fluency.

Presenter will provide hands-on materials for teachers to use during the presentations. Capistrano Unified School District will prepare handouts and CDs for participating teachers.

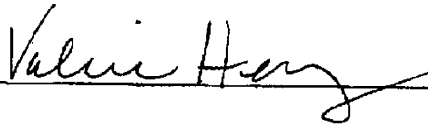
All handouts and electronic files shared during these sessions by Valerie Henry, Ellipsis Math, are licensed to the participating teachers for classroom use and sharing with individual teachers under a Creative Commons Attribution-NonCommercial-ShareAlike 3.0 Unported License.

Prior permission from Valerie Henry, Ellipsis Math, must be obtained by any person, district, or company wishing to use any of the handouts or electronic files shared during these sessions in professional development presentations or publications of any kind.

Rate of Pay & Expenses

Full-day (6.5 hour) presentation ... \$2,000
Half-day (3.5 hour) presentation ... \$1,100
After-school (2 hour) presentation ... \$750

Signature



Date 3/11/11

Typed or Printed Name Valerie Henry, Ellipsis Math

Exhibit A

EXHIBIT A
(8 of 8)

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **INDEPENDENT CONTRACTOR AGREEMENT, PHYSICAL
EDUCATION PROGRAM – SKYHAWKS SPORTS ACADEMY, INC.**

BACKGROUND INFORMATION

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

CURRENT CONSIDERATIONS

This agenda item requests approval of the attached independent contractor agreement with Skyhawks Sports Academy, Inc. to provide a physical education program, including sports activities, at Wagon Wheel Elementary School (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: Hourly rates per fees schedule, not to exceed \$25,000
Funding Source: Gift - PTA

STAFF RECOMMENDATIONS

It is recommended the Board approve the independent contractor agreement with Skyhawks Sports Academy, Inc. to provide a physical education program at Wagon Wheel Elementary School.

CONTRACTOR'S NAME: Skyhawks Sports Academy, Inc. CONTRACT No. I1011127



INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Physical education program
including sports activities at Wagon Wheel Elementary School.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on November 10, 2010, and will diligently perform as required and complete performance by November 9, 2011.

CONTRACTOR'S NAME: Skyhawks Sports Academy, Inc. CONTRACT No. I1011127

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Twenty-five thousand dollars and no cents Dollars (\$ 25,000.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: Per payment schedule - Exhibit A.

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

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

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

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

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

CONTRACTOR'S NAME: Skyhawks Sports Academy, Inc. **CONTRACT No.** I1011127

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S NAME: Skyhawks Sports Academy, Inc. CONTRACT No. I1011127

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

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

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

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

DISTRICT:

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

CONTRACTOR:

Skyhawks Sports Academy, Inc.
6311 E. Mt. Spokane Park Dr. Suite B
Mead, WA 99021

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

CONTRACTOR'S NAME: Skyhawks Sports Academy, Inc. CONTRACT No. 11011127

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

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

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

a. Exhibit	A	<u>Fee Schedule (Proposal dated September 2010)</u>
b. Exhibit	B	<u>N/A</u>
c. Exhibit	C	<u>N/A</u>

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF April, 2011.

Capistrano Unified School District
Name of District

Skyhawks Sports Academy, Inc.
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

April 12, 2011
Board Approval Date

Taxpayer Identification Number



September 2010

Proposal

Created for Wagon Wheel Elementary School (WWES) PTA
Re: request for services 2010-2011 school year

Lunch time recess

Description: Skyhawks will create and implement a weekly schedule of appropriately competitive playground games and activities for students during their designated recess times. All games and activities will be approved by WWES principal in advance.

All equipment provided by Skyhawks.

Operating on CUSD/WWES calendar

Physical Education programming:

Description: Skyhawks will provide a comprehensive physical education program that meets/exceeds all CUSD and CDE standards for each grade level. The program will be progressive; working to improve each child's skill, coordination and confidence throughout the year. In addition to sports skills, the program will also focus on life skills; educating students on the importance of teamwork, sportsmanship and the benefits of a healthy, active lifestyle. Programming will be taught in 'blocks' where a sport /activity is taught for a mutually agreeable time frame allowing students to sample or experience the sport/activity over a week or weeks before moving onto the next 'block'. All games and activities will be approved by WWES principal in advance. Skyhawks staff will not exceed a 33:1 coach/student ratio.

All equipment provided by Skyhawks.

Operating on CUSD/WWES calendar

EXHIBIT A
(8 of 9)

Cost for 4 staff:

Monday and Tuesday - \$30 per staff per session

Thursday -\$22 per staff per session

Staff:

- All Skyhawks staff have cleared/passed a live-scan, TB test and drug test prior to employment. All Skyhawks staff will wear Skyhawks uniforms and wear a photo ID badge at all times.

Start date:

- Start and End date will be mutually agreed upon by both parties.
- Skyhawks will not operate programs on non-school days (as determined by WWES calendar)

Billing:

- Skyhawks staff will be required to sign in/sign out each day in WWES office
- Any staff (Skyhawks or WWES) are not allowed to sign in/out for other staff
- Skyhawks cannot bill WWES for any staff hours where staff have not signed in/out
- Designated Skyhawks staff will meet with WWES/PTA representative at the end of each month to review and reconcile staff hours and agree on final invoice
- Total contract NTE (Not To Exceed) \$25,000

Payment:

- WWES will pay Skyhawks 25% of balance as a deposit before program starts
- WWES will pay the balance in three (3) additional equal installments;
 - January 2011
 - March 2011
 - Final adjustment at conclusion of program in June 2011
 - Final cost to be determined at conclusion of school year

Miscellaneous:

- Skyhawks would like an avenue to promote its summer camps through WWES. This could include school flyers and/or an email blast to parents.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **INDEPENDENT CONTRACTOR AGREEMENT, SPEECH LANGUAGE
PATHOLOGY SERVICES – HILL REHABILITATION SERVICES, LLC**

BACKGROUND INFORMATION

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

CURRENT CONSIDERATIONS

This agenda item requests approval of the attached independent contractor agreement with Hill Rehabilitation Services, LLC to provide speech language pathology services to District students (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: Services on an as-needed basis, per fee schedule
Funding Source: Special Education Fund

STAFF RECOMMENDATIONS

It is recommended the Board approve the independent contractor agreement with Hill Rehabilitation Services, LLC to provide speech language pathology services.

CONTRACTOR'S NAME: Hill Rehabilitation Services, LLC

CONTRACT No. I1011137



INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Speech language pathology services to CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on March 23, 2011, and will diligently perform as required and complete performance by March 22, 2012.

CONTRACTOR'S NAME: Hill Rehabilitation Services, LLC **CONTRACT No.** I1011137

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S NAME: Hill Rehabilitation Services, LLC CONTRACT No. I1011137

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

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

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

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

DISTRICT:

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

CONTRACTOR:

Hill Rehabilitation Services, LLC
5208 Imperial PL
Rancho Cucamonga, CA 91739

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

EXHIBIT A
(6 of 9)

CONTRACTOR'S NAME: Hill Rehabilitation Services, LLC CONTRACT No. I1011137

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF April, 2011.

Capistrano Unified School District
Name of District

Hill Rehabilitation Services, LLC
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

April 12, 2011
Board Approval Date

Taxpayer Identification Number

HILL REHABILITATION SERVICES, LLC

California Department of Education License 1A—36—023

5208 Imperial Pl.

Rancho Cucamonga, CA 91739

Voice: 909.581.4751

Fax: 909.542.3161

email: hrs@hillrs.com

**EXHIBIT A****FEE SCHEDULE**

SERVICE	FEE
Speech-Language Pathology services, including evaluation, screening, treatment, IEP preparation, implementation	\$85 per billable hour

Solomon Roitshtein

Director

Hill Rehabilitation Services, LLC

Voice: 909.581.4751

Fax: 909.542.3161

Email: hrs@hillrs.com

NO CHILD LEFT UNINTELLIGIBLE

By: _____

Date: _____

EXHIBIT A
(8 of 9)

Exhibit B
SERVICE/PROGRAM MONITORING

Consultant shall allow periodic monitoring of the pupil's instructional program or therapy by DISTRICT and shall be invited to participate in the review of the pupil's progress by the DISTRICT. Representatives of DISTRICT shall have access to observe the pupil at work, to monitor the instructional setting, to interview CONSULTANT, and to review the pupil's progress. CONSULTANT agrees that DISTRICT representatives may make unannounced monitoring visits upon presentation of identification at site office.

By:_____ Date:_____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **INDEPENDENT CONTRACTOR AGREEMENT, HEALTH SERVICES –
MAXIM HEALTHCARE SERVICES**

BACKGROUND INFORMATION

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

CURRENT CONSIDERATIONS

This agenda item requests approval of the attached independent contractor agreement with Maxim Healthcare Services to provide health services from a certified licensed vocational nurse to District students (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: Services on an as-needed basis, per fee schedule
Funding Source: Special Education Fund

STAFF RECOMMENDATIONS

It is recommended the Board approve the independent contractor agreement with Maxim Healthcare Services to provide health services to District students.



INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Health services by a certified licensed vocational nurse to CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on March 15, 2011, and will diligently perform as required and complete performance by March 14, 2012.

CONTRACTOR'S NAME: Maxim Healthcare Services, Inc. **CONTRACT No.** 11011132

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S NAME: Maxim Healthcare Services, Inc. **CONTRACT No.** I1011132

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

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

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

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

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

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

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

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

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

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

DISTRICT:

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

CONTRACTOR:

Maxim Healthcare Services, Inc.
23421 South Pointe Drive #200
Laguna Hills, CA 92653

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

CONTRACTOR'S NAME: Maxim Healthcare Services, Inc. CONTRACT No. I1011132

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF April, 2011.

Capistrano Unified School District

Name of District

Maxim Healthcare Services, Inc.

Contractor Name

By: _____

Signature: _____

Terry Fluent

Typed Name

Typed or Printed Name

Director, Purchasing

Title

Title

April 12, 2011

Board Approval Date

Taxpayer Identification Number

EXHIBIT A

FEE SCHEDULE

Maxim Healthcare Services
23421 South Point Dr., Suite #200
Laguna Hills, CA 92653
(949)770-4994

Health Care Services

Registered Nurse (RN) - \$50.00 per hour
Licensed Vocational Nurse (LVN) - \$46.00 per hour

By:_____ Date:_____

SPECIAL CONDITIONS

CONTRACT NO. I1011132

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

&

MAXIM HEALTHCARE SERVICES, INC.

Section 9 - Termination: Delete entire section and replace with the following language.

“Either party has the right to terminate without cause. Either party may terminate with 30 days prior written notice.”

Section 11 – Insurance: Delete the following language.

~~“Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory.”~~

Replace the above with the following language.

“Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory. Such endorsement shall be limited to Maxim's negligence.”

Exhibit B

EXHIBIT A
(9 of 9)

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **INDEPENDENT CONTRACTOR AGREEMENT EXTENSION,
APPRAISAL SERVICES – HARRIS REALTY APPRAISAL**

BACKGROUND INFORMATION

On May 11, 2009, the Board of Trustees awarded RFQ No. 2-0809 – Appraisal Services to Harris Realty Appraisal. Independent Contractor Agreement No. I0809214, resulting from this RFQ, provides services for an initial one-year term, with two one-year renewal periods at the option of the Board of Trustees.

The first annual renewal of this agreement was Board approved on April 13, 2010. If approved, this extension will be the second renewal period with the term of May 12, 2011, through May 11, 2012.

CURRENT CONSIDERATIONS

This agenda item seeks approval to extend RFQ No. 2-0809 – Appraisal Services for the period of May 12, 2011, through May 11, 2012.

In light of the current fiscal crisis, a letter was sent to Harris Realty Appraisal requesting the firm submit reduced costs for the 2011-2012 renewal period. Harris Realty Appraisal agreed to extend the contract for the next 12 months. The firm has reduced its previously agreed hourly fees by nine percent.

Submitted as backup to this agenda item are the following documents:

- Exhibit A – Extension of Agreement No. I0809214
- Exhibit B – Independent Contractor Agreement No. I0809214
- Exhibit C – Letter from the District requesting reduced fees
- Exhibit D – Consultant's response and 2011-2012 fee schedule

FINANCIAL IMPLICATIONS

Financial Impact: Services on an as-needed basis, per fee schedule

Funding Source: Funds for services will come from the appropriate accounts, depending on services provided

STAFF RECOMMENDATIONS

It is recommended the Board approve the extension of RFQ No. 2-0809 – Appraisal Services with Harris Realty Appraisal for the renewal period of May 12, 2011, through May 11, 2012.

EXTENSION OF AGREEMENT NO. I0809214

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

HARRIS REALTY APPRAISAL

RFQ NO. 2-0809 – APPRAISAL SERVICES

This Request for Proposal (RFQ) called for an original 12-month contract covering the period May 12, 2009 through May 11, 2010, with annual renewals at the option of the Board of Trustees for two additional one-year periods.

The contract with Harris Realty Appraisal pursuant to RFQ No. 2-0809, shall be extended, covering the period May 12, 2011 through May 11, 2012, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on May 11, 2009, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Harris Realty Appraisal

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

CONTRACTOR'S NAME: Harris Realty Appraisal

CONTRACT No. I0809214



INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** On call appraisal services per scope and fee schedule, RFQ No. 2-0809.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on May 12, 2009, and will diligently perform as required and complete performance by May 11, 2010.

1

CONTRACTOR'S NAME: Harris Realty Appraisal

CONTRACT No. I0809214

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

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: Hourly rate per fee schedule, RFQ No. 2-0809 for on-call services. PO to be issued for services.

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

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

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

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

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

2

CONTRACTOR'S NAME: Harris Realty Appraisal

CONTRACT No. I0809214

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S NAME: Harris Realty Appraisal

CONTRACT No. I0809214

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

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

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

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

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

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

CONTRACTOR'S NAME: Harris Realty Appraisal

CONTRACT No. I0809214

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

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

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

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

DISTRICT:

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

CONTRACTOR:

Harris Realty Appraisal
Mr. James B. Harris
5100 Birch Street, Suite 200
Newport Beach, CA 92660

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

CONTRACTOR'S NAME: Harris Realty Appraisal

CONTRACT No. 10809214

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

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

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

- a. Exhibit A Special Terms and Conditions to Agreement-Contract No. n/a
- b. Exhibit B RFQ No. 2-0809
- c. Exhibit C _____

THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF May, 2009.

Capistrano Unified School District

Name of District

By: 

Terry Fluent

Typed Name

Director, Purchasing

Title

Harris Realty Appraisal

Contractor Name

By: 

JAMES B HARRIS

Typed Name

PRESIDENT

Title

33-0138429

Taxpayer Identification Number

Following is a brief summary of the procedures and processes HRA will employ if selected by the Capistrano Unified School District to perform the services outlined in the scope of work for appraisal services.

As each project will be unique, the appraisers will review all available property documentation (including title reports, developer's pro-forma, environmental reports, etc.) and conduct a preliminary inspection of the sites involved. The appraisers will gather both general and property type specific market data. Simultaneous to the data collection process, the appraisers will contact property owners for access to the property.

General, market, and property specific data will be collected for the construction of a database. The data will be used to identify general and specific market trends, as well as for the individual property valuation. When the purpose of an appraisal is to estimate the market value of a specific property, the highest and best use analysis identifies the most profitable, competitive use to which the property can be put; therefore, the highest and best use is a market-driven concept. An understanding of market behavior is essential to the concept of highest and best use, which, in turn, is the basis for valuation opinions.

The appraisers will analyze pertinent data and formulate an opinion of value. Upon completion of the data analysis and valuation, the appraisers will then prepare a written appraisal report for the property.

Upon completion of the report, draft copies will be submitted to District and finance team for review. Questions will be fielded by the appraisers responsible for the report and James B. Harris, MAI. When necessary, or appropriate, alterations will be made to the report before the final report is delivered.

HRA understands that communication between both the District and all of the consultants within the finance team is essential to the efficient management of the overall project. To this end, HRA will work to keep communication lines between the finance team members open at all times.

Because of the importance of "appraiser independence" in the AD/CFD Bond process, HRA does not provide appraisal services to developers or merchant builders. HRA *does not* have a financial, business or other relationship with any entity that may have a conflict or impact on the outcome of the Real Estate Appraisal Services to be provided to the District. HRA will complete all components of this project in a timely manner. At this time, HRA is not providing appraisal services to any other client that would have an interest in the outcome of the services we propose to provide.

HRA has completed over 175 appraisals for land secured municipal bond financing over the last five years. These appraisals were completed for the following agencies: County of Orange, City of Irvine, City of Aliso Viejo, City of Tustin, City of Fullerton, City of Los Angeles, City of Oceanside, Rancho Santa Fe Community Service District, Eastern Municipal Water District, County of Riverside, City of Riverside, City of Palm Springs, City of Lake Elsinore, City of Beaumont, City of Perris, City of Indio, City of Moreno Valley, County of San Bernardino, City of Ontario, City of Fontana, City of Rialto, City of Victorville, City of Hesperia, City of Adelanto, County of Hawaii, California State University, Hemet Unified School District, Hesperia Unified School District, Val Verde Unified School District, Yucaipa-Calimesa Unified School District, Romoland School District, Sulphur Springs School District and the Santa Ana Unified School District.

EXTENSION OF AGREEMENT NO. I0809214

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

HARRIS REALTY APPRAISAL

RFQ NO. 2-0809 – APPRAISAL SERVICES

This Request for Proposal (RFQ) called for an original 12-month contract covering the period May 12, 2009 through May 11, 2010, with annual renewals at the option of the Board of Trustees for two additional one-year periods.

The contract with Harris Realty Appraisal pursuant to RFQ No. 2-0809, shall be extended, covering the period May 12, 2010 through May 11, 2011, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on May 11, 2009, all other terms of the contract remain in full force and effect.

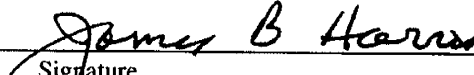
DISTRICT

CONSULTANT

Capistrano Unified School District

Harris Realty Appraisal

By: 
Signature

By: 
Signature

Terry Fluent

JAMES B HARRIS
Print Name

Director, Purchasing

PRESIDENT
Title

Date: 4/23/10

Date: 4-20-10

Harris Realty Appraisal

5100 Birch Street, Suite 200
Newport Beach, California 92660
949-851-1227 FAX 949-851-2055
www.harris-appraisal.com

March 16, 2010

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

Reference: Extension of
RFQ No. 2-0809
Appraisal Services

Ms. Fluent:

On behalf of Harris Realty Appraisal (HRA), I am submitting this request of extension, for RFQ No. 2-0809. The renewal period will be from May 12, 2010 to May 11, 2010.

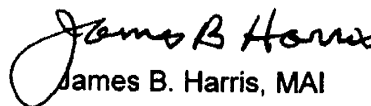
In light of the fiscal crisis facing the District, we will reduce our previously agreed hourly fees by 10%. The new fee structure will be:

James B. Harris, MAI - \$135.00
Berri Cannon Harris - \$110.00

All other sections of the existing contract are agreed to.

Please refer to the previously submitted qualifications of the firm and both James B. Harris, MAI and Berri Cannon Harris.

Respectfully Submitted,


James B. Harris, MAI

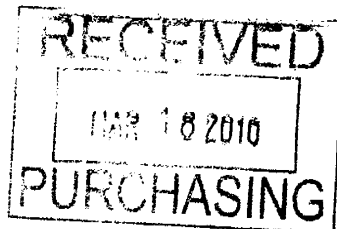


EXHIBIT B
(10 of 10)



Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

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

February 28, 2011

BOARD OF TRUSTEES

JACK R. BRICK
President

GARY PRITCHARD, Ph. D.
Vice President

JOHN M. ALPAY
Clerk

ELLEN M. ADDONIZIO

ANNA BRYSON

LYNN HATTON

SUE PALAZZO

SUPERINTENDENT

JOSEPH M. FARLEY, Ed. D.

Mr. James B. Harris
Harris Realty Appraisal
5100 Birch Street, Suite 200
Newport Beach, CA 92660

Subject: Extension of RFQ No. 2-0809 – Appraisal Services

Dear Mr. Harris:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on May 11, 2011.

Newly elected Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to submit reduced costs for the renewal period May 12, 2011 through May 11, 2012. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by March 14, 2011.**

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

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

enc.

c: Ronald N. Lebs, Deputy Superintendent, Business & Support Services
Kristofer R. Pitman, Executive Director, Fiscal Services
Cary Brockman, Director, Facilities Planning

EXHIBIT C
(1 of 2)

401

Harris Realty Appraisal

5100 Birch Street, Suite 200
Newport Beach, California 92660
949-851-1227 FAX 949-851-2055
www.harris-appraisal.com

March 16, 2010

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

Reference: Extension of
RFQ No. 2-0809
Appraisal Services

Ms. Fluent:

On behalf of Harris Realty Appraisal (HRA), I am submitting this request of extension, for RFQ No. 2-0809. The renewal period will be from May 12, 2010 to May 11, 2010.

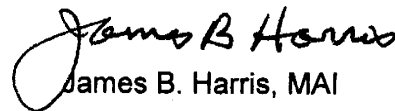
In light of the fiscal crisis facing the District, we will reduce our previously agreed hourly fees by 10%. The new fee structure will be:

James B. Harris, MAI - \$135.00
Berri Cannon Harris - \$110.00

All other sections of the existing contract are agreed to.

Please refer to the previously submitted qualifications of the firm and both James B. Harris, MAI and Berri Cannon Harris.

Respectfully Submitted,


James B. Harris, MAI

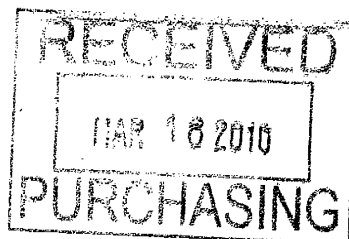


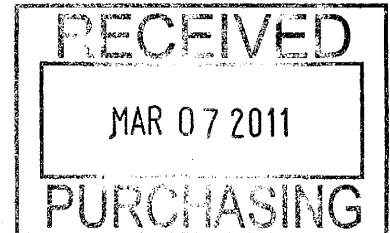
EXHIBIT C
(2 of 2)

Harris Realty Appraisal

5100 Birch Street, Suite 200
Newport Beach, California 92660
949-851-1227 FAX 949-851-2055
www.harris-appraisal.com

March 4, 2011

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



Reference: Extension of
RFQ No. 2-0809
Appraisal Services

Ms. Fluent:

On behalf of Harris Realty Appraisal (HRA), I am submitting this request of extension, for RFQ No. 2-0809. The renewal period will be from May 12, 2011 to May 11, 2012.

In light of the fiscal crisis facing the district, we will reduce our previously agreed hourly fees. The new fee structure will be:

James B. Harris, MAI - \$125.00	Currently-\$135.00
Berri Cannon Harris - \$105.00	Currently-\$110.00

All other sections of the existing contract are agreed to.

Please refer to the previously submitted qualifications of the firm and both James B. Harris, MAI and Berri Cannon Harris.

Respectfully Submitted,

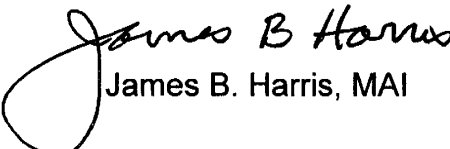

James B. Harris, MAI

EXHIBIT D

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **MANDATED COSTS REIMBURSEMENT CONTRACT – SCHOOL INNOVATIONS & ADVOCACY, INC.**

BACKGROUND INFORMATION

School districts incur expenses each year due to federal and state laws, state or federal court decisions, and state or federal administrative regulations. Costs for programs mandated by state law or regulations are required to be reimbursed by the state, while costs for programs mandated by federal law, a court ruling, or an initiative are not required to be reimbursed by the state. School districts track the expenditures which are subject to this reimbursement requirement, and these expenses are tabulated and submitted to the state for reimbursement.

Historically, school districts have not been reimbursed regularly from the state for mandated costs. Amounts due to the District are paid periodically by the state, as funds are available. In order to qualify for reimbursement from the state, the District must compile and submit reimbursement requests for mandate activities each year.

CURRENT CONSIDERATIONS

This agenda item seeks approval to enter into a three-year agreement for mandated costs services with School Innovations & Advocacy, Inc. for the period of July 1, 2011, through June 30, 2014 (Exhibit A).

In light of the current fiscal crisis, a letter was sent to School Innovations & Advocacy, Inc. requesting the firm submit reduced costs for the contract period. The firm agreed to provide services at the current contract rate, which was reduced last year by 10 percent, and maintain that price for the next three years.

Submitted as backup to this agenda item are the following documents:

- Exhibit A – Mandated Prep Services Agreement No. I1011134
- Exhibit B – Letter from the District requesting reduced fees
- Exhibit C – Consultant’s response

FINANCIAL IMPLICATIONS

Financial Impact: \$38,000 per year for 2011-2014
Funding Source: General fund, 100 percent reimbursable under the mandate reimbursement process

For the 2010-2011 school year, the contract generated \$3,010,435 in claims for the District.

STAFF RECOMMENDATIONS

It is recommended the Board approve the agreement for mandated costs services with School Innovations & Advocacy, Inc. for the period of July 1, 2011, through June 30, 2014.



MANDATEPREP® SERVICES AGREEMENT
Between
SCHOOL INNOVATIONS & ADVOCACY, INC.
And
CAPISTRANO UNIFIED SD

THIS AGREEMENT, dated _____ (the "Agreement") is made by and between Capistrano Unified SD ("District"), and School Innovations & Advocacy, Inc., a California corporation ("SI&A"), each being a "Party" and collectively the "Parties".

RECITALS

WHEREAS, District is authorized to retain consulting services to assist District in the preparation and filing of reimbursement claims for the costs of the Mandate Reimbursement Process Program, legislatively mandated by the State of California ("State"), and SI&A is qualified to perform such services; and

WHEREAS, it is necessary and desirable that SI&A be retained by District for the purpose of performing consulting services;

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Period.** The Agreement period begins July 1, 2011 (the "Effective Date") and will automatically expire on June 30, 2014 (the "Expiration Date"). The Agreement period consists of three (3) District fiscal years (July 1, 2011 through June 30, 2012; July 1, 2012 through June 30, 2013; and July 1, 2013 through June 30, 2014), the "Agreement Period". Each fiscal year within the Agreement Period is an "Agreement Year".

2. **Services.**

Description of Services. SI&A agrees to provide District the following consulting services ("Services") during the Agreement Period:

(a) Prepare and file (based on information provided by District):

(i) For Agreement Year 2011/2012:

(1) 2010/2011 reimbursement claims;

(2) Late and amended 2009/2010 reimbursement claims; and

(3) Newly claimable programs approved by the Commission if the filing deadline is within the Agreement Period;

(ii) For Agreement Year 2012/2013:

(1) 2011/2012 reimbursement claims;

(2) Late and amended 2010/2011 reimbursement claims; and

(3) Newly claimable programs approved by the Commission if the filing deadline is within the Agreement Period;

(iii) For Agreement Year 2013/2014:

(1) 2012/2013 reimbursement claims;

(2) Late and amended 2011/2012 reimbursement claims; and

(3) Newly claimable programs approved by the Commission if the filing deadline is within the Agreement Period;

(b) Hold training sessions for District's staff during the Agreement Period, as necessary or appropriate (as reasonably determined by SI&A);

(c) Monitor District's mandated cost tracking systems for each Agreement Year;

(d) Research and assist District with data collection for test claims approved by the Commission during the Agreement Period;

(e) Serve as a liaison with the State Controller's Office and Commission regarding (i) statewide cost estimate request responses, and (ii) general questions from the State Controller's Office; and

(f) Provide representation of District with respect to any State audit of claims that were prepared and submitted with SI&A's assistance pursuant to this Agreement, unless prior to claim submission SI&A advised District that SI&A would not provide audit assistance, due to potentially unresolved audit issues (such as documentation or data problems) or claim rejection concerns.

3. **District's Obligations.**

3.1 **District Responsibilities and Obligations.** District shall be responsible for the following: (a) ensuring District has record retention policies sufficient to maintain original documentation used in support of claims (for audit or examination by any State or regulatory agency); and (b) maintaining original supporting documents for a period of four (4) years after the State's first payment of the claim; and (c) District shall provide SI&A all records and information relevant to any claim in a timely manner and contact information for District's personnel to whom SI&A may direct inquiries. District understands and agrees that the results of SI&A's inquiries, the documentation obtained from District and other corroborating information may be used by

EXHIBIT A

(2 of 5)

SI&A for filing and/or supporting the reimbursement claims, or responding to audits or investigations.

3.2 Claim Approval. Upon presentation of a claim for District's approval, District agrees to review the claim and respond to SI&A by either: (a) certifying to SI&A, under penalties of perjury, that the time, costs and other data collected by District and furnished to SI&A in support of the claim are true and correct; or (b) provide SI&A with notice specifying why the foregoing certification may not be true. All notices and certifications must comply with the requirements of Section 4 of the Standard Terms and Conditions.

4. **California False Claims Act**. District acknowledges that reimbursement claims filed under this Agreement constitute "claims" under the California False Claims Act (California Government Code Section 12650, et seq.) ("False Claims Act") and consequently, District, its employees, contractors and other persons acting on its behalf, may be subject to the provisions of the False Claims Act. Among other things, the False Claims Act imposes liability for treble damages, penalties and costs of civil recovery actions upon persons who "knowingly" present or cause to be presented false claims, or who "knowingly" make or cause to be made false records or statements in support of a claim. Under the False Claims Act, "knowingly" means that a person, with respect to information, has actual knowledge of the information or acts in deliberate ignorance or reckless disregard of the truth or falsity of the information.

5. **Payment of Fees**.

5.1 Fees. For Services provided pursuant to the terms of this Agreement, District agrees to pay SI&A **\$38,000**, annually, (the "Fee") for the fiscal years 2011/12, 2012/13 and 2013/14.

5.2 Payment Plan. The Fee is payable in annual or semi-annual installments as indicated below. District must clearly mark one payment plan below. If a plan is not clearly identifiable by SI&A, then District agrees to pay the Fee on an annual basis.

☐ 3 annual payments due July 1, 2011, 2012 and 2013.

☐ 6 semi-annual payments due July 1, 2011, 2012 and 2013, and January 1, 2012, 2013 and 2014.

5.3 Travel; Lodging Expenses. If SI&A reasonably determines that travel to District's site is necessary, SI&A and District shall schedule mutually convenient dates and times for such meetings. All travel and lodging expenses incurred by SI&A in connection with the Initial Scope of Services are included in the Fee.

6. **Entire Agreement**. This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A is the final expression of, and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

7. **Exhibits**. All exhibits referred to in this Agreement are attached and incorporated herein by this reference.

EXHIBIT A
(3 of 5)

8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.


IN WITNESS WHEREOF, the District and SI&A have made and executed this Agreement as set forth below.

SI&A:

DISTRICT:

**SCHOOL INNOVATIONS
& ADVOCACY, INC.**

CAPISTRANO UNIFIED SD

Signature: 
Date Signed: 1/5/11
Print Name: Jeffrey C. Williams
Title: Chief Executive Officer
Company: School Innovations & Advocacy
Address: 11130 Sun Center Dr, Suite 100
Rancho Cordova, CA 95670
Phone: (800) 487-9234
Fax: (888) 487-6441

Signature: _____
Date Signed: _____
Print Name: _____
Title: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

EXHIBIT A
(4 of 5)

EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent Contractor.** SI&A's services described in the Agreement (the "Services") detail the initial scope of services anticipated by SI&A as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee is based on this Initial Scope of Services. If SI&A determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Period, SI&A reserves the right to increase the Fee to compensate for the unanticipated or additional services as mutually agreed upon in writing by both Parties. This Agreement is not for lobbying services and SI&A is not being retained to provide lobbying services to District. The Parties agree that School Innovations & Advocacy is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.
2. **Termination.** Either Party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other Party not later than thirty (30) days prior to expiration of the current agreement year within the Agreement Period. The effective date of termination shall be the expiration of such current year of the Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. Except as set forth in this Section 2, neither Party shall have any liability to the other for damages resulting solely from a Party's termination of this Agreement in accordance with this Section 2.
3. **Termination Due to Changes in State Law.** If Legislation is enacted that eliminates or suspends K-12 education mandates, thereby making the filing of mandate reimbursement claims impossible or futile, District may immediately terminate this Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. All other terminations shall be subject to the terms and conditions set forth in Section 2, above.
4. **Notice.** All Agreement notices must be in writing, directed to the Party's address set forth below such Party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A Party may change the address stated in the Agreement by giving notice to the other Party.
5. **District's General Responsibilities; District Acknowledgment.** During the Agreement Period, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by SI&A for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained its requirements in this regard to District and District agrees to meet these requirements.
6. **Further Assurances.** Upon request of the other Party, SI&A or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.
7. **Assignment Prohibited.** Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.
8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code.** SI&A may have limited access to student information only for purposes of providing the legally required notification services, if any, specified in this Agreement. SI&A performs the Services as an agent of District and has no right to access or utilize student information for any other purpose. SI&A, its officers and employees, shall comply with the Family Educational Rights and Privacy Act and California Education Code Sections 49073 et seq. at all times.
9. **Confidential and Proprietary Materials of SI&A.** During performance of the Agreement, SI&A may provide materials or disclose information to District that SI&A considers proprietary or confidential including, but not limited to SI&A's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("SI&A's Materials"). District agrees that District acquires no interest of any kind in SI&A's Materials. At all times during and after the Agreement Period, District agrees (a) to keep SI&A's Materials in confidence and trust for SI&A; (b) not to disclose, duplicate or otherwise use SI&A's Materials, except in furtherance of SI&A's performance per the Agreement; (c) to limit access to SI&A's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of SI&A's Materials to SI&A after a request is made.
10. **Limitation of Liability; Indemnification.** In no event shall SI&A's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by SI&A under this Agreement. SI&A shall not be liable for any consequential damages. Each Party agrees to defend, hold harmless, and indemnify the other Party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by the indemnifying Party's breach of the terms of this Agreement. In the event that any action or proceeding is brought against a Party by reason of any claim or demand discussed in this Section 10, upon notice from the Party, the indemnifying Party shall defend the action or proceeding at the indemnifying Party's expense, through counsel reasonably satisfactory to the other Party. The obligations to indemnify set forth in this Section 10 shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand. The indemnifying Party's obligations under this Section 10 shall apply regardless of whether the other Party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or by the willful misconduct of the other Party.
11. **Governing Law; Enforcement Costs.** The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a Party's rights or obligations under this Agreement, then the prevailing Party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the Party may be entitled.
12. **Judicial Reference.** In the event a dispute is not resolved through discussions and negotiations among the Parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the Parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The Parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et seq. **BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT.** All general reference proceedings hereunder shall, unless all Parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.
13. **Modification; Interpretation; Severability; Construction.** No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both Parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.
14. **Waiver.** Either Party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.
15. **Force Majeure.** A Party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other Party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the Party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.



Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

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

February 17, 2011

BOARD OF TRUSTEES

JACK R. BRICK
President

GARY PRITCHARD, Ph. D.
Vice President

JOHN M. ALPAY
Clerk

ELLEN M. ADDONIZIO

ANNA BRYSON

LYNN HATTON

SUE PALAZZO

SUPERINTENDENT

JOSEPH M. FARLEY, Ed. D.

School Innovations & Advocacy, Inc.

Jeffrey C. Williams

Chief Executive Officer

11130 Sun Center Dr., Suite 100

Rancho Cordova, CA 95670

Subject: Mandated Prep Services Agreement

Dear Mr. Williams:

Your current contract for consulting services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2011.

Newly elected Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to submit reduced costs for the renewal period July 1, 2011 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 36-month period, a letter to this office stating your desire to extend must be received by March 1, 2011.**

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

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

EXHIBIT B
(1 of 6)

enc.

Kristopher R. Pitman, Executive Director I, Fiscal Services

413



MANDATEPREP® SERVICES AGREEMENT
Between
SCHOOL INNOVATIONS & ADVOCACY, INC.
And
CAPISTRANO UNIFIED SCHOOL DISTRICT

THIS AGREEMENT, dated MARCH 10, 2010 (the "Agreement") is made by and between Capistrano Unified School District ("District"), and School Innovations & Advocacy, Inc., a California corporation ("SI&A"), each being a "Party" and collectively the "Parties".

RECITALS

WHEREAS, District is authorized to retain consulting services to assist District in the preparation and filing of reimbursement and estimated claims for the costs of the Mandate Reimbursement Process Program, legislatively mandated by the State of California ("State"), and SI&A is qualified to perform such services; and

WHEREAS, it is necessary and desirable that SI&A be retained by District for the purpose of performing consulting services.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Period.** The Agreement period begins February 1, 2010 (the "Effective Date") and will automatically expire on June 30, 2011 (the "Expiration Date"). The Agreement period consists of two (2) District fiscal years (July 1, 2009 through June 30, 2010 and July 1, 2010 through June 30, 2011), the "Agreement Period". Each fiscal year within the Agreement Period is an "Agreement Year".

2. **Services.**

Description of Services. SI&A agrees to provide District the following consulting services ("Services") during the Agreement Period:

- (a) Prepare and file (based on information provided by District):
 - (i) For Agreement Year 2009/2010:
 - (1) 2008/2009 reimbursement claims;
 - (2) Late and amended 2007/2008 reimbursement claims; and

(3) Newly claimable programs approved by the Commission on State Mandates ("Commission") if the filing deadline is within the Agreement Period;

(ii) For Agreement Year 2010/2011:

(1) 2009/2010 Reimbursement Claims;

(2) Late and amended 2008/2009 reimbursement claims; and

(3) Newly claimable programs approved by the Commission if the filing deadline is within the Agreement Period;

(b) Hold training sessions for District's staff during the Agreement Period, as necessary or appropriate (as reasonably determined by SI&A);

(c) Monitor District's mandated cost tracking systems for each Agreement Year;

(d) Research and assist District with data collection for test claims approved by the Commission during the Agreement Period;

(e) Serve as a liaison with the State Controller's Office and Commission regarding (i) statewide cost estimate request responses, and (ii) general questions from the State Controller's Office; and

(f) Provide representation of District with respect to any State audit of claims that were prepared and submitted with SI&A's assistance pursuant to this Agreement, unless prior to claim submission SI&A advised District that SI&A would not provide audit assistance, due to potentially unresolved audit issues (such as documentation or data problems) or claim rejection concerns.

3. District's Obligations.

3.1 District's Responsibilities; District Acknowledgment District will be responsible for the following:

(a) the substantive outcomes of the service; (b) preparing and furnishing to SI&A, promptly upon its request, such information that is reasonably necessary to perform the services; (c) accurately preparing and maintaining true and correct student documentation and records; (d) establishing and maintaining data collection and tracking procedures and other internal controls sufficient to support this service; (e) ensuring that District and its employees, agents and SI&As properly identify and comply with all laws and regulations applicable to District's activities; (f) providing support and computer equipment compatible with the technology requirements specified by SI&A; (g) ensuring that District and school personnel who use School Innovations & Advocacy products participate in the training sessions provided to District by School Innovations & Advocacy; (h) Providing the assistance and contact information of school personnel; (i) Making timely payments to School Innovations & Advocacy for the products and services provided hereunder. (j) ensuring District has record retention policies sufficient to maintain original documentation used in support of claims (for audit or examination by any State or regulatory agency); (k) maintaining original supporting documents for a period of four (4) years after the State's first payment of the claim. District understands that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and

Fee (as defined in Exhibit A – Standard Terms and Conditions) presumes a reasonable amount of cooperation and assistance from District, such as District’s timely provision of certain information, documentation and personnel. SI&A has explained SI&A’s requirements in this regard to District and District agrees to meet these requirements.

3.2 **Obligations to SI&A.** District shall provide SI&A all records and information relevant to any claim in a timely manner and contact information for District’s personnel to whom SI&A may direct inquiries. District understands and agrees that the results of SI&A’s inquiries, the documentation obtained from District and other corroborating information may be used by SI&A for filing and/or supporting the reimbursement claims, estimated claims or responding to audits or investigations.

3.3 **Claim Approval.** Upon presentation of a claim for District’s approval, District agrees to review the claim and respond to SI&A by either: (a) certifying to SI&A, under penalties of perjury, that the time, costs and other data collected by District and furnished to SI&A in support of the claim are true and correct (for reimbursement claims) or constitute District’s good faith estimates to the best of District’s knowledge (for estimated claims); or (b) provide SI&A with notice specifying why the foregoing certification may not be true. All notices and certifications must comply with the requirements of Section 4 of the Standard Terms and Conditions.

4. **California False Claims Act.** District acknowledges that reimbursement and estimated claims filed under this Agreement constitute “claims” under the California False Claims Act (California Government Code Section 12650, et seq.) (“False Claims Act”) and consequently, District, its employees, contractors and other persons acting on its behalf, may be subject to the provisions of the False Claims Act. Among other things, the False Claims Act imposes liability for treble damages, penalties and costs of civil recovery actions upon persons who “knowingly” present or cause to be presented false claims, or who “knowingly” make or cause to be made false records or statements in support of a claim. Under the False Claims Act, “knowingly” means that a person, with respect to information, has actual knowledge of the information or acts in deliberate ignorance or reckless disregard of the truth or falsity of the information.

5. **Payment of Fees.**

5.1 **Fees.** For Services provided pursuant to the terms of this Agreement, District agrees to pay SI&A **\$38,000**, annually, (the “Fee”) for the fiscal years 2009/10 and 2010/11.

5.2 **Payment Plan.** The Fee is payable as follows:

FY 2009/2010: The Fee is payable in two (2) equal installments of **\$19,000** each, the first due upon receipt of signed Agreement, the second due May 1, 2010.

FY 2010/2011: The Fee is payable in annual or semi-annual installments as indicated below. District must clearly mark one payment plan below. If a plan is not clearly identifiable by SI&A, then District agrees to pay the Fee on an annual basis.

☒ 1 annual payment due July 1, 2010.

☐ 2 semi-annual payments due July 1, 2010, and January 1, 2011.

5.3 Travel; Lodging Expenses. If SI&A reasonably determines that travel to District's site is necessary, SI&A and District shall schedule mutually convenient dates and times for such meetings. All travel and lodging expenses incurred by SI&A in connection with the Initial Scope of Services are included in the Fee.

6. Entire Agreement. This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A is the final expression of, and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.
7. Exhibits. All exhibits referred to in this Agreement are attached and incorporated herein by this reference.
8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

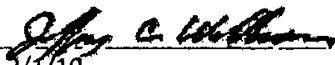
IN WITNESS WHEREOF, the District and SI&A have made and executed this Agreement as set forth below.

SI&A:

DISTRICT:

SCHOOL INNOVATIONS
& ADVOCACY, INC.

CAPISTRANO UNIFIED SCHOOL DISTRICT

Signature: 
Date Signed: 2/1/10
Print Name: Jeffrey C. Williams
Title: Chief Executive Officer
Company: School Innovations & Advocacy
Address: 11130 Sun Center Dr, Suite 100
Rancho Cordova, CA 95670
Phone: (800) 487-9234
Fax: (888) 487-6441


Signature: 
Date Signed: 3.15.2010
Print Name: KRISTOFER PITMAN
Title: EXECUTIVE DIRECTOR, FISCAL SERVICES
Address: 33122 VALLE ROAD
SAN JUAN CAPISTRANO, CA 92675
Phone: (949) 234-9317
Fax: (949) 493-3728
Email: KR.PITMAN @ CAPUSD.ORG

EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent Contractor.** SI&A's services described in the Agreement (the "Services") detail the initial scope of services anticipated by SI&A as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee is based on this Initial Scope of Services. If SI&A determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Period, SI&A reserves the right to increase the Fee to compensate for the unanticipated or additional services. This Agreement is not for lobbying services and SI&A is not being retained to provide lobbying services to District. The parties agree that School Innovations & Advocacy is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.
2. **Termination.** Either party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other party not later than thirty (30) days prior to expiration of the current agreement year within the Agreement Period. The effective date of termination shall be the expiration of such current year of the Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. Except as set forth in this Section 2, neither party shall have any liability to the other for damages resulting solely from a party's termination of this Agreement in accordance with this Section 2.
3. **Termination Due to Changes in State Law.** If Legislation is enacted that eliminates or suspends K-12 education mandates, thereby making the filing of mandate reimbursement claims impossible or futile, District may immediately terminate this Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. All other terminations shall be subject to the terms and conditions set forth in Section 2, above.
4. **Notice.** All Agreement notices must be in writing, directed to the party's address set forth below such party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A party may change the address stated in the Agreement by giving notice to the other party.
5. **District's General Responsibilities; District Acknowledgment.** During the Agreement Period, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by SI&A for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained its requirements in this regard to District and District agrees to meet these requirements.
6. **Further Assurances.** Upon request of the other party, SI&A or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.
7. **Assignment Prohibited.** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.
8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code.** SI&A may have limited access to student information only for purposes of providing the legally required notification services, if any, specified in this Agreement. SI&A performs the Services as an agent of District and has no right to access or utilize student information for any other purpose. SI&A, its officers and employees, shall comply with the Family Educational Rights and Privacy Act and California Education Code Sections 49073 et seq. at all times.
9. **Confidential and Proprietary Materials of SI&A.** During performance of the Agreement, SI&A may provide materials or disclose information to District that SI&A considers proprietary or confidential including, but not limited to SI&A's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("SI&A's Materials"). District agrees that District acquires no interest of any kind in SI&A's Materials. At all times during and after the Agreement Period, District agrees (a) to keep SI&A's Materials in confidence and trust for SI&A; (b) not to disclose, duplicate or otherwise use SI&A's Materials, except in furtherance of SI&A's performance per the Agreement; (c) to limit access to SI&A's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of SI&A's Materials to SI&A after a request is made.
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11. **Governing Law; Enforcement Costs.** The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a party's rights or obligations under this Agreement, then the prevailing party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the party may be entitled.
12. **Judicial Reference.** In the event a dispute is not resolved through discussions and negotiations among the parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et seq. **BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT.** All general reference proceedings hereunder shall, unless all parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.
13. **Modification; Interpretation; Severability; Construction.** No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.
14. **Waiver.** Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.
15. **Force Majeure.** A party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.

EXHIBIT B

(6 of 6)

HEADQUARTERS

11130 Sun Center Drive, Suite 100
Rancho Cordova, CA 95670-6112
MAIN 800.487.9234
FAX 888.487.6441

CAPITOL OFFICE

1201 K Street, Suite 710
Sacramento, CA 95814-3973
MAIN 916.669.5425
FAX 877.842.3453

NORTHERN CALIFORNIA

2151 Larkspur Lane, Unit B
Redding, CA 96002-0600
MAIN 800.487.9234
FAX 866.752.7767

SOUTHERN CALIFORNIA

790 East Colorado Blvd., Suite 700
Pasadena, CA 91101-2187
MAIN 800.487.9234
FAX 866.573.8570

HELP DESK 877.954.4357
www.sia-us.com

March 2, 2011

Terry Fluent
Director, Purchasing
Capistrano USD
33122 Valle Road
San Juan Capistrano, CA 92675

Subject: Mandate Prep Services Agreement

Dear Terry,

SI&A has partnered with Capistrano USD for mandated cost services for the past decade. We thank you for your partnership and look forward to continuing to assist your district in securing your rightfully owed mandate reimbursements.

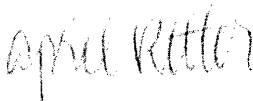
In the 2002-03 fiscal year, Capistrano USD's mandated cost contract was \$45,800. Our current proposal for the 2011-12 year is priced 17% less at \$38,000.

SI&A is sensitive to the current financial climate- that is why we have frozen our prices or even lowered them over the last 9 years while our costs have increased. Unlike other contracts, SI&A's Mandate Prep Services are 100% reimbursable under the Mandate Reimbursement Process mandate and generate revenue for your district. For the 2010-11 year SI&A generated \$3,010,435 in claims for Capistrano USD.

We understand the difficult decisions that districts are faced with making. We would love to meet with you in person to further discuss this contract and options. Your district's account manager, Jamal Smith will be in touch to set up an appointment.

Once again, we appreciate your business and look forward to our continued partnership.

Sincerely,



April Ritter
Division Manager – Operations

Cc:

Kristofer Pitman, Executive Director, Fiscal Services
Todd Bull, Operations Manager – Consulting
Jamal Smith, Consultant

EXHIBIT C

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **AWARD OF REQUEST FOR QUALIFICATIONS NO. 6-1011, SPECIAL
TAX CONSULTING SERVICES FOR PUBLIC FINANCING – DAVID
TAUSSIG & ASSOCIATES**

BACKGROUND INFORMATION

At the February 8, 2011, Board meeting, Trustees authorized advertising RFQ No. 6-1011 Special Tax Consulting Service for Public Financing. The RFQ was advertised in the *Orange County Register* and posted on the District website. The RFQ solicitation was sent to 12 firms. These firms had either requested to be on the Purchasing Departments Bidders List or were listed in the California Association of School Business Officials directory. Ten firms registered to download the documents from the website. The District received three proposals which are available for review in the Purchasing Department.

The three proposals were screened for adherence to the submittal requirements. The submittal requirements included five forms and certifications along with eight items to be addressed in the firm's proposal:

1. Project Title
2. Applicant/Firm Name
3. Executive Summary
4. Narrative
5. Experience/References
6. Professional Fees/Fee Schedule
7. Insurance/Indemnification
8. Additional Data

The Evaluation Committee was comprised of:

1. Ron Lebs, Deputy Superintendent, Business & Support Services
2. Kris Pitman, Executive Director, Fiscal Services
3. Cindy Brown, Manager, Fiscal Accounting

The Evaluation Committee reviewed the three proposals and ranked them according to criteria established in the RFQ. The firms were evaluated on the following:

1. Qualification and availability of key persons to be assigned to the contract resulting from this solicitation
2. Number of years of experience the Proposer has in this type of business and with accounts of similar size
3. Demonstrated competence
4. Experience in performance of comparable work or delivery of comparable goods
5. Fees
6. Conformance with the terms of this RFQ

The selected firm will be required to execute the District's standard consultant agreement. The firm will be used on an as-needed basis. The agreement consists of an initial one-year term with two additional annual renewals at the option of the Board of Trustees.

CURRENT CONSIDERATIONS

This agenda item seeks the award of RFQ No. 6-1011, Special Tax Consulting Services for Public Financing, to David Taussig & Associates. The firm has proven its capability to perform the expected scope of services. The firm was chosen based upon its high level of technical qualifications, professionalism, and experience.

FINANCIAL IMPLICATIONS

Financial Impact: Services per fee schedules (Exhibit A)
Funding Source: Funds for services will come from the appropriate accounts, depending on project

STAFF RECOMMENDATIONS

It is recommended the Board award RFQ No. 6-1011, Special Tax Consulting Services for Public Financing, to David Taussig & Associates for services on an as-needed basis.

VII. PROFESSIONAL FEES/FEE SCHEDULE

1. FEE SCHEDULE – CFD FORMATION SERVICES

Total compensation (excluding expenses) for completion of Tasks 1 through 10 of Section 1 of the Scope of Services (CFD Formation Services) is time and materials, not to exceed \$30,000.

Consultant shall charge the following hourly rates for services related to Section 1 of the Scope of Services.

Table 1 - Hourly Rates

Managing Director	-	\$145/Hour
Manager	-	\$135/Hour
Senior Associate	-	\$120/Hour
Associate	-	\$110/Hour
Analyst	-	\$90/Hour
Research Assistant	-	\$70/Hour

Should more than one Project Landowner participate in the formation of the CFD, and should one or more of these additional Project Landowners desire to be placed in a separate Improvement Area or Zone from the first Project Landowner, additional time and materials may be charged, up to a maximum of \$5,000 per Improvement Area or Zone. Consulting services related to the preparation of certifications or tax spreads for later bond issues, shall be covered under a separate Agreement.

Any additional tasks assigned by the School District shall be charged at the hourly rates listed above.

In addition to fees for services, School District shall reimburse DTA for travel, photocopying, courier, facsimile, clerical, telephone expenses, and administrative charges, and other out-of-pocket expenses not to exceed \$2,000.

2. FEE SCHEDULE – ANNUAL ADMINISTRATION SERVICES

Total compensation (excluding expenses) for completion of Section 2 of the Scope of Services (Annual Administration Services) shall be billed on a per parcel and per District basis, as indicated in Table 2 below.

Table 2 - Annual Administration Services

TASKS	FEE
TASKS 1 THROUGH 10 OF SCOPE OF SERVICES IN RFQ EXCEPT TASK 4 (CFD DISCLOSURE)	\$1.70 PER PARCEL PLUS \$2,250 PER DISTRICT/IA
TASK 4 OF SCOPE OF SERVICES IN RFQ	\$1,200 PER CONTINUING DISCLOSURE REPORT

Any additional tasks assigned by the School District shall be charged at the hourly rates listed in Table 1 above. In addition to fees for services, School District shall reimburse DTA for out-of-pocket expenses for each CFD and/or IA as indicated in Table 3 below.

Table 3 – Expenses

REPRODUCTION:	
8.5" x 11", 8.5" x 14", OR 11" x 17" (BLACK & WHITE)	\$0.15/PAGE
8.5" x 11", 8.5" x 14", OR 11" x 17" (COLOR)	\$0.75/PAGE
LARGER THAN 11" x 17" (ASSESSOR MAPS, TRACT MAPS, BOUNDARY MAPS, ZONING MAPS, SPECIFIC PLANS, ETC.)	ACTUAL COST
TRAVEL:	
MILEAGE	\$0.51/MILE
<u>LONG DISTANCE</u> (REGULARLY SCHEDULED COMMERCIAL AIRLINE TICKET COSTS, MEALS, LODGING, AND RENTAL VEHICLE)	ACTUAL COST
TELEPHONE AND FACSIMILE	ACTUAL COST
POSTAGE, OVERNIGHT DELIVERY AND MESSENGER SERVICE	ACTUAL COST
CLERICAL SERVICES	\$35/HOUR
PURCHASE OF DATA:	
SECURED TAX ROLL, PAID/UNPAID DATA, ELECTRONIC, ASSESSOR'S MAP AND TRACT MAP FILES, OR OTHER THIRD-PARTY DATA	ACTUAL COST
OTHER OUT-OF-POCKET EXPENSES NOT MENTIONED ABOVE	ACTUAL COST

3. **FEE SCHEDULE – OTHER TASKS**

Total compensation for completion of Optional Tasks identified in Section 3 of the Scope of Services (Other Tasks) shall be billed on a flat fee basis as indicated in Table 4 below or charged at the hourly rates listed in Table 1 above. In addition to fees for services, School District shall reimburse DTA for out-of-pocket expenses for each task not to exceed the amounts shown in Table 3 below.

Table 4 - Other Tasks

TASK	FLAT FEE	EXPENSES
TASK 1 – ANNUAL DISCLOSURE (COPS/SFID)	\$1,000 PER DISCLOSURE REPORT	\$150
TASK 2 – COPS PREPAYMENT ANALYSIS TASK 3 – REDEVELOPMENT FUND REVIEW TASK 5 – ACCOUNT STATEMENT REVIEW FOR CFD No. 90-1 AND COPS TASK 6 – DELINQUENCY COLLECTIONS TASK 7 – SBE BOUNDARY MAP PREPARATION TASK 8 - ALL OTHER TASKS REQUESTED BY CUSD	TIME & MATERIALS BASED ON HOURLY RATES IN TABLE 1 ABOVE	BASED ON ACTUAL EXPENSES
TASK 4 – CFD No. 90-1 SPECIAL TAX LETTER	\$250 PER LETTER	\$50

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **ADVERTISE FOR REQUEST FOR QUALIFICATIONS NO. 8-1011 –
FINANCIAL ADVISORY SERVICES**

BACKGROUND INFORMATION

The District is seeking the professional services of a consultant to provide financial advisory services related to the issuance of public debt including, but not limited to: general obligations bonds, Mello Roos bonds, refunding bonds, certificates of participation, qualified school construction bonds, and tax revenue anticipation notes. In addition to financial services related to the debt issuance services listed above, the District is also seeking additional professional services including, but not limited to, recommendations regarding financing structures, investment strategies, and review of the financial feasibility of capital projects.

This Request for Qualifications (RFQ) is not a formal request for bids, nor an offer by the District to contract with any party responding to this RFQ. This RFQ does not commit the District to award a contract or to reimburse any applicant for costs incurred in submitting a proposal. The District, in its sole discretion, reserves the right: to reject any or all proposals submitted; to choose any combination of proposals; to interview any, all, or none of the respondents; to negotiate with any respondent; to extend the deadline to submit a proposal, or to amend or cancel in part or in its entirety this RFQ.

The RFQ is included (Exhibit A). The District intends to enter into a one-year contract. This contract may be extended annually, by mutual agreement and upon Board approval, for a term not to exceed a total of four additional years.

CURRENT CONSIDERATIONS

This agenda item pertains to advertising for RFQ No. 8-1011 – Financial Advisory Services.

FINANCIAL IMPLICATIONS

Funds for this service will come from the appropriate accounts once costs are determined.

STAFF RECOMMENDATIONS

It is recommended the Board approve the attached RFQ and authorize advertising for RFQ No. 8-1011 – Financial Advisory Services.



REQUEST FOR QUALIFICATIONS

**Financial Advisory Services
RFQ No. 8-1011**

**Contact: Terry Fluent, Director, Purchasing
(949) 234-9436**

**RFQ Deadline: Thursday, May 12, 2011, 2:00 p.m.
Capistrano Unified School District
Education Center
Attention: Terry Fluent, Director, Purchasing
33122 Valle Road
San Juan Capistrano, CA 92675**

**CAPISTRANO UNIFIED SCHOOL DISTRICT
Purchasing Department
33122 Valle Road
San Juan Capistrano, CA 92675
(949) 234-9438**

**EXHIBIT A
(1 of 20)**

INTRODUCTION

The Capistrano Unified School District (“District”) consists of 34 elementary schools, two K-8 schools, ten middle schools, six high schools, one alternative education high school, one adult school and two exceptional needs facilities. The District’s current enrollment averages 51,000 in all grades. The District’s annual budget exceeds \$400,000.

Founded in 1965, Capistrano Unified encompasses 195 square miles in seven cities and a portion of the unincorporated area of Orange County. With 56 campuses, it is the largest employer in south Orange County. The district includes all or part of the cities of San Clemente, Dana Point, San Juan Capistrano, Laguna Niguel, Aliso Viejo, Mission Viejo and Rancho Santa Margarita, and the communities of Las Flores, Coto de Caza, Dove Canyon, Ladera Ranch, and Wagon Wheel.

The District is seeking the professional services of a consultant to provide financial advisory services related to the issuance of Qualified School Construction Bonds, Tax Revenue Anticipation Notes, and other financial services such as recommendations of financing structure and investment strategies and the financial feasibility of capital projects.

The selection process may include a screening review and evaluation of proposals by staff and consultants. The selection of candidate(s) who best meet the requirements of the district will be recommended at our Board meeting.

PROCESS FOR SUBMISSION OF PROPOSALS

Proposals must be received at Capistrano Unified School District Education Center, 33122 Valley Road, San Juan Capistrano, CA 92675, ATTN: Terry Fluent, Director, Purchasing, by **Thursday, May 12, 2011, 2:00 p.m.** Proposal must be in a sealed envelope addressed to the Director, Purchasing and identify the name of the respondent submitting the proposal. Any inquiries should be directed to Terry Fluent at (949) 234-9436. The selected respondent will be required to sign an agreement prepared by the District.

The District intends to enter into a one-year contract. This contract may be extended by mutual agreement, and upon Board approval, for a term not to exceed a total of four additional years.

LIMITATIONS

This RFQ is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFQ. This RFQ does not commit the District to award a contract or to reimburse any applicant for costs incurred in submitting a proposal. The District, in its sole discretion, reserves the right: to reject any or all proposals submitted; to choose any combination of proposals; to interview any, all, or none of the respondents; to negotiate with any respondent; to extend the deadline to submit a proposal; or to amend or cancel in part or in its entirety this RFQ.

PROPOSAL REQUIREMENTS

Scope of Services to be Provided

The Capistrano Unified School District is seeking services of a qualified financial advisory services consultant to:

- Advise and assist the District in developing and executing a financing plan.
- Advise District in relation to the issuance of Qualified School Construction Bonds, Tax Revenue Anticipation Notes, and other financial services (including Facilities Bonds and Parcel Taxes).
- Provide the District with available financing options by conducting studies and analyses to determine the most appropriate and cost effective financing methods, terms, security provisions, and repayment structures. Financing options and accompanying studies and analyses shall be presented to the District within an agreed upon timeline.
- Work cooperatively with and coordinate the work of a recognized bond counsel, to be selected by the District, in connection with issuance of bonds.
- Provide the District with expert advice concerning the method of sale, and the appropriate interest rates for its financings.
- Prepare and distribute the preliminary and final Official Statements to provide the market with timely and accurate information about the District and any bond issues.
- Assist District officials in preparing materials for presentation to national credit rating services regarding the District's financial condition and debt structures.
- Have representatives present at meetings, when requested or notified, on matters concerning financing techniques and bond issues.
- Prepare other analyses that may be utilized by the District in its financings.
- Perform such other functions normally contemplated to be within the scope of a fully qualified financial advisor.

PROPOSAL FORMAT

The purpose of this proposal is to demonstrate your firm's ability to provide the required financial advisory services. Consultants are urged to submit concise proposals appropriate to the specific scale of the district program including only items that are relevant to this specific RFQ. A qualifying proposal must address all of the following points:

- 1. Business Profile: Provide a profile of your company**
 - a. Company Name, address, telephone number, fax number, and e-mail address.
 - b. Identify who is authorized to sign agreements and represent your firm in matters related to this Request for Qualifications.
 - c. Describe your firm in terms of number of years in business and experience with Financial Advisory Services similar to that contemplated in this Request for Qualifications.

- d. Provide copies of licenses, as well as FINRA and U.S. Securities and Exchange Commission registration information.
- e. Provide a copy of both parts of your Form ADV on file with the SEC.
- f. Provide resumes of individuals currently assigned to work similar to that contemplated in this Request for Qualifications.
- g. Describe briefly the services to be provided by your firm.
- h. Describe how hiring your firm as Financial Advisor will save the District money.
- i. Provide a clear and concise rationale as to why the District should select your firm over other qualified financial advisors.

2. Community Commitment

- a. Describe your firm's policy related to community involvement and commitment.
- b. Describe any employee community involvement projects that your firm supports.
- c. Describe how your firm encourages, recognizes, and supports volunteerism or other community minded projects.

3. Performance Standards

- a. Firm's competence and experience in structuring and completing California school district financings.
- b. Qualifications and depth of experience of assigned personnel who will conduct work for the District.
- c. List your firm's computer resources, programs, personnel capabilities, and location of these resources.
- d. Include recent representative examples of Official Statements prepared by your firm where your firm acted as financial advisor.
- e. Select two to four recent short term and long-term, fixed rate and/or adjustable rate competitive sale or negotiated bond transactions for which your firm was the financial advisor.
 - 1. List the following information regarding each transaction: sale date, issue size, maturity amounts, scale and optional call features, underwriting spread, credit rating and enhancements, financial advisor fee and other relevant information.
- f. Emphasis of the proposal should be more on the rationale provided than on the description of services. To the extent that you think the district would benefit from seeing a fuller description of services, these should be provided as attachments to the proposal letter.

4. Expertise

- a. Describe the qualifications, expertise, and experience of assigned personnel who will conduct the financial advisory services for the District and how these relate to the scope of work identified in this Request for Qualifications. Include certifications and professional license information for assigned personnel.

- b. Name the partner or partners at your firm who will be providing such services, indicating the extent of their involvement in day to day activities.
- c. What types of things should a school district consider when issuing CFD bonds?
- d. Describe how your firm has assisted districts with developing plans to manage their CFD program.
- e. Describe your firm's experience with CFDs over the last five years. Include number of deals and par amount.

5. Related Experience

Describe your firm's experience in structuring and completing California school district financings. Include at least three (3) school district references.

6. Cost and Rates

Provide the cost for providing the services contemplated in this Request for Qualifications. Include an hourly rate, plus cost fee schedule. Dollar cost bid should contain all pricing information. The District will not be responsible for expenses incurred in preparing the submittal of this proposal. Such costs should not be included in the proposal. **Be as thorough and specific as possible as this will form the basis of any contract for services that may be presented by the District.**

7. Insurance & Indemnification:

Selected individuals or firms will be required to execute the District's Standard Form of Agreement. The agreement is attached as Exhibit A. Provide evidence of general liability insurance and professional liability insurance as required in the agreement.

8. Additional Data

Additional Data about the firm as it may relate to this RFQ. Include letters of reference or testimonials if appropriate. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the evaluation teams in understanding your qualifications and expertise.

**PROPOSALS ARE LIMITED TO TEN (10) PAGES PLUS REQUIRED
CERTIFICATIONS AND FORMS.**

REQUIRED FORMS/CERTIFICATIONS

- A. **Certification** - Complete, sign, and date the enclosed "Certification" with this RFQ.
- B. **Certification by Contractor of Criminal Records Check** – Pursuant to Education Code 45125.1, complete, sign, and date the enclosed form AB 16160, 1612, and 2102 included with this RFQ.
- C. **W-9 Form** – All contractors must provide the following documentation to the District: IRS W-9 Form (Taxpayer Identification Number)
Revised October 2007
- D. **Conflict of Interest Certification** – Complete, sign and date the enclosed "Certification" with this RFQ.
- E. **DVBE Certification** – Complete, sign and date the enclosed "Certification" with the RFQ.

AWARD CRITERIA

Award of Proposal

Proposals are limited to ten (10) pages. The required certifications and forms are in addition to the ten page limit. The proposal should be brief and concise but provide sufficient clarity to meet the criteria to be used in the evaluation process. Award will be made to the firm offering the most advantageous proposal. The District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the District after all factors have been evaluated.

Criteria for selection of each respondent will include the following without limitation:

- 1. Qualifications and availability of key persons to be assigned to the contract resulting from this solicitation
- 2. Number of years of experience the Proposer has in this type of business and with accounts of this size
- 3. Demonstrated competence
- 4. Experience in performance of comparable work or delivery of comparable goods
- 5. Fees

6. Conformance with the terms of this RFQ

The Evaluation Committee may also contact and evaluate the firm's references; contact any vendor representative to clarify any response; contact any current users of the firm's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The Evaluation Committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interest of the District.

Discussions may, at the District's sole option, be conducted with responsible representatives who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Firms shall be given fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the District will not disclose information derived from proposals submitted by competing firms.

Award Selection Process

Selection of qualified firms will be based on the following: quality and completeness of submitted proposal; understanding of objectives; project approach; experience and expertise with public agencies and similar types of efforts; and references. Additional questions may be asked of firms and interviews may be conducted.

Additional Information **KEY ACTION DATES**

The anticipated schedule for completion of this procurement is shown below. The dates are subject to change.

Milestone	Date
RFQ Release/Advertise	April 18, 2011
Proposal Due Date	May 12, 2011
Interviews	May 23 – 27, 2011
Board Approval	June 21, 2011

All questions and requests for information must be made in writing and sent to:

Terry Fluent
Director, Purchasing
tfluent@capousd.org
Fax: (949) 493-4083

**CONTACT WITH ANYONE OTHER THAN THE INDIVIDUAL NAMED
HEREIN IS STRICTLY PROHIBITED.**

The proposal must be received by Thursday, May 12, 2011 at 2:00 p.m. and addressed to:

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

Solicitation Disclaimer: All proposals received as part of this solicitation become the property of the District upon submission. The cost to prepare and submit the proposals becomes the sole expense of each firm.

The emphasis of your proposal should be on completeness and clarity of content. RFQ's may be rejected if not prepared in the format described, if submitted without all required information and signatures, or by failing to adhere to all requirements as stated in the RFQ.

All materials submitted in response to this RFQ shall become the property of the District and shall be considered a part of public record.

The District reserves the right to reject any or all responses and proposals to this RFQ.

Thank you for your participation!

CERTIFICATION

RFQ No. 8-1011 Financial Advisory Services

I certify that I have read the attached **Request for Qualifications Financial Advisory Services** and the instructions for submitting an RFQ. I further certify that I must submit one (1) original and three (3) copies of the firm's proposal in response to this request along with one (1) electronic copy in Word or PDF format on CD labeled with the firm's name, completed Certification by Contractor Criminal Records Check, Certification Participation of Disabled Veterans Business Enterprises, Conflict of Interest Certification, W-9 Form, and that I am authorized to commit the firm to the proposal submitted.

Signature

Typed or Printed Name

Title

Company

Address

Address

Telephone

Fax

Date

E-Mail Address

If you are bidding as a corporation,
please provide your corporate seal
here:

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Governing Board of Capistrano Unified School District:

I, _____ certify that:
Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____.
Date

Signature

Typed or printed name

Title

Address

Telephone

**CERTIFICATION – PARTICIPATION OF
DISABLED VETERAN BUSINESS ENTERPRISES
IN ACCORDANCE WITH EDUCATION CODE 17076.11**

In accordance with Education Code Section 17076.11, the Capistrano Unified School District has a participation goal for Disabled Veteran Business Enterprises of at least three percent (3%) per year of the overall dollar amount of funds allocated by the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school buildings and expended each year by the District. At the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition precedent for final payment under the contract, the Contractor will provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises pursuant to the contract, so that the District can assess its success at meeting this goal.

The Contractor may provide the anticipated participation of Disabled Veteran Business Enterprises in terms of percentage of its total contract or the dollar amount anticipated to be paid to Disabled Veteran Business Enterprises or by providing the names of the Disabled Veteran Business Enterprises that will participate in the contract. If there is a discrepancy between the anticipated goals and the actual goals at completion of the contract or a failure to meet the anticipated goal or dollar amounts, the District will require the Contractor to provide, at the completion of the contract, a detailed statement of the reason(s) for the discrepancy or failure to meet the anticipated goals or dollar amounts.

I certify that I have read the above and will comply with the anticipated participation of Disabled Veteran Business Enterprises in this contract.

Signature	Typed or Printed Name
Title	Company
Address	City, State, Zip
Telephone	Fax
E-mail	

CONFLICT OF INTEREST CERTIFICATION

All proposers/firms shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

PRINT NAME _____
SIGNATURE AND DATE _____
TITLE OF OFFICER _____
NAME OF COMPANY _____

As part of your Certification, please respond to the following questions listed below:

1. Have you or any of your team member(s) or consultant(s) been employed by the DISTRICT in the last three years? [Yes] [No]. If your answer is "Yes", please provide the following information:

a.	Were you a full-time employee?	[Yes]	[No]
	Part-Time employee?	[Yes]	[No]
	As-Needed employee?	[Yes]	[No]
	Consultant?	[Yes]	[No]
	Or other, please		

Explain: _____

- b. What were the date(s) of your employment/employment contract/consulting contract?

- c. In which department(s) of DISTRICT did you work?

- d. Who was/were your Supervisor(s)?

- e. Please describe your job duties and responsibilities for each DISTRICT position held?

- f. What was your last date of employment?

2. Do any Board of Education Member(s) or District employee(s) have a business position or serve as an Officer(s), Partner(s) or Shareholder(s) in your company? [Yes] [No]. If the answer is "Yes", please provide the following information:

- a. What is the name of the Board Member(s) or employee(s)?

b. What is his/her position with your company?

c. If a Board of Education Member(s) or employee(s)/Shareholder(s) - what percentage of your company's shares does he/she own?

3. Are any of your former employee(s), (Consultants) presently employed by the DISTRICT? [Yes] [No]. If the answer is "Yes", please provide the following information for each such employee(s).

a. What is the name of the former employee(s)?

b. What was his/her title at your company?

If he/she held more than one position(s) with your company, please provide the title of each positions) held.

c. Please describe his/her duties and responsibilities for each position(s) held at your company?

d. What were the date(s) of his/her employment?

I declare under the Penalty of Perjury under the laws of the State of California that the abovementioned statements are true and correct to the best of my knowledge, and this declaration was executed on this day _____, _____, 20____; in the
(Month)

_____, _____.
(City) (State)

(Signature)

(Printed Name)

(Title)



Consultant Agreement

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

hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by CONSULTANT:** _____

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on _____ and will diligently perform as required and complete performance by _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>DISTRICT</u>	<u>CONSULTANT</u>
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	

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

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

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

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

a. Exhibit A _____

b. Exhibit B _____

c. Exhibit C _____

This AGREEMENT is entered into this _____ Day of _____.

DISTRICT:

CONSULTANT:

By: _____

Terry Fluent, Director of Purchasing

By: _____

Signature

Printed Name

Title

Board Approval Date

Social Security or Taxpayer Identification

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **ADVERTISE FOR REQUEST FOR QUALIFICATIONS NO. 9-1011 –
DEMOGRAPHIC CONSULTANT SERVICES**

BACKGROUND INFORMATION

The District requires the services of an experienced, professional demographic consulting firm for demography, attendance boundary, projection of enrollment services, and reapportionment of Trustee areas. These services will include, but not be limited to:

1. Demographic analysis
2. Districtwide and school-specific enrollment projections
3. Attendance boundary analysis and adjustment services
4. Student yield analysis vs. housing turnover studies
5. Residential development activity reports
6. Assisting the Board in reapportioning Trustee areas

This Request for Qualifications (RFQ) is not a formal request for bids, nor an offer by the District to contract with any party responding to this RFQ. This RFQ does not commit the District to award a contract or to reimburse any applicant for costs incurred in submitting a proposal. The District, in its sole discretion, reserves the right: to reject any or all proposals submitted; to choose any combination of proposals; to interview any, all, or none of the respondents; to negotiate with any respondent; to extend the deadline to submit a proposal, or to amend or cancel in part or in its entirety this RFQ.

CURRENT CONSIDERATIONS

This agenda item pertains to advertising for RFQ No. 9-1011 – Demographic Consultant Services (Exhibit A). The District intends to enter into a one-year contract. This contract may be extended annually, by mutual agreement and upon Board approval, for a term not to exceed a total of four additional years.

FINANCIAL IMPLICATIONS

Funds for this service will come from the appropriate accounts once costs are determined.

STAFF RECOMMENDATIONS

It is recommended the Board of Trustees approve the attached RFQ and authorize advertising for RFQ No. 9-1011 – Demographic Consultant Services.



REQUEST FOR QUALIFICATIONS
DEMOGRAPHIC CONSULTANT SERVICES
RFQ No. 9-1011

Contact: Terry Fluent, Director, Purchasing
(949) 234-9436

RFQ Deadline: Thursday, May 12, 2011, 2:00 p.m.
Capistrano Unified School District
Education Center
Attention: Terry Fluent, Director, Purchasing
33122 Valle Road
San Juan Capistrano, CA 92675

CAPISTRANO UNIFIED SCHOOL DISTRICT
Purchasing Department
33122 Valle Road
San Juan Capistrano, CA 92675
(949) 234-9436

GENERAL OVERVIEW/BACKGROUND

It is the intent of Capistrano Unified School District to retain an experienced and professional demographic consulting firm for demography, attendance boundary, projection of enrollment services, and reapportionment of Trustee areas. These services will include, but not be limited to: demographic analysis, districtwide and school specific enrollment projections, attendance boundary analysis and adjustment services, student yield analysis vs. housing turnover studies, residential development activity reports and assisting the Board in reapportioning the Trustee areas.

There is currently a pending petition before the Orange County Committee on School District Organization to change the District's election methodology to elections by Trustee area. Given the pendency of the petition, a successful respondent must be able to start work immediately with the District and its counsel on this issue.

The selection process will include an initial screening review and evaluation of qualifications by staff, followed by interviews of selected firms. The demographic consulting firm that best meets the requirements of the District will be recommended at our Board meeting.

District Overview

Capistrano Unified School District is located in the southernmost region of Orange County, California and encompasses nearly 195 square miles of area. Cities and communities served include: Aliso Viejo, Coto de Caza, Dana Point, Ladera Ranch, Laguna Niguel, Las Flores, San Clemente, San Juan Capistrano, Talega, Wagon Wheel, portions of Dove Canyon, Mission Viejo and Rancho Santa Margarita. The District includes 36 elementary schools, two exceptional needs facilities, two Kindergarten – 8th grade schools, ten middle schools, six high schools, and one alternative high school and one adult education school. In the past 17 years, 31 new schools have been built to accommodate the rapid population growth in this area. The District currently serves over 51,000 students. The district is governed by a seven-member Board of Trustees.

It is the District's desire to consider the reapportionment of trustee districts to ensure fair representation for all geographic areas. The services of an experienced, qualified consultant are required to assist in the process.

This agreement would consist of an initial one-year term with four one-year renewal periods at the option of the Board of Trustees.

The District reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal reviewed. The District may reject any proposal that does not conform to the instructions herewith. Additionally, the District reserves the right to negotiate all final terms and conditions of any preliminary agreement entered into with the executive search firm. The District makes no representations that any contract will be awarded to any respondent.

The selection process will include a screening review and evaluation of proposals by District staff. All costs associated with any proposal shall be the sole responsibility of the proposer.

INSTRUCTIONS FOR SUBMITTING PROPOSALS FOR DEMOGRAPHIC CONSULTANT SERVICES

SCOPE OF SERVICES TO BE PROVIDED

The Capistrano Unified School District is seeking an experienced and professional demographic consulting firm to assist in the reapportionment of Trustee areas, demography, attendance boundary, projection of enrollment services, and to advise and provide technical assistance to the school district. The provided scope of services will encompass a wide array of tasks and shall be comprehensive in nature, including all necessary research, documentation, and analysis which include but not limited to:

1. Assist in the reapportionment of Trustee areas.
 - a. Public involvement
 - b. Expertise in Federal and State law governing redistricting
 - c. Timetable for the process
 - d. Criteria used in the process of revising Trustee areas
2. Reviewing existing District demographic study and enrollment projections data.
3. Prepare boundary maps for both website and wall mounted displays which include District boundaries for attendance, Mello-Roos (CFD) and Trustee areas.
4. Monitor residential development unit activity and prepare necessary documents.
5. Provide school locator resource for identification of neighborhood schools using residential address and attendance boundary maps.
6. Work closely with District staff to prepare reports and presentations.

Your response to the *Request for Qualifications* must include sufficient evidence to document the firm's capability to perform, such as the experience and qualifications pertinent to the requirements of this request for qualifications.

Limit your proposal to ten (10) pages, plus required certifications and forms.

END OF SCOPE OF SERVICES TO BE PROVIDED

PROPOSAL FORMAT

1. **Executive Summary** - The **Executive Summary** should contain a statement of interest and a brief summary of qualifications to engage in a professional relationship with Capistrano Unified School District.
2. **Narrative** - Provide a detailed description of your qualifications for providing demographic consulting services. Include descriptive and supportive evidence of how your firm will maintain a close working relationship with Capistrano Unified School District. The narrative should include the following:
 - a. **Experience/References:** Provide a list of contracts from the past five (5) years for services similar in scope to this proposal. Include a minimum of three (3) educational client references with whom you have contracted within the last three (3) years. List must include the following information for each contract:
 - Client name and complete address
 - Contact name and telephone number
 - Dates of service
 - Description of service
 - Contract amount
 - b. Outline, in detail, the tasks your firm will perform to produce information and services requested under the “Scope of Services to be Provided”, page 2. As necessary, indicate any additional or optional tasks.
3. **Fees/Services Schedule** - You are requested to submit a proposal to furnish all of the labor, materials, and other related items required for the performance of the contract resulting from this RFQ No. 9-1011, Demographic Consultant Services on a Labor Rate basis. **Be as thorough and specific as possible as this will form the basis of any contract for services that may be presented by the District.** Provide your fees on the Pricing Sheet (page 12).
4. **Additional Data** - Provide additional information about your firm as it may relate to this RFQ. Include letters of reference or testimonials if appropriate. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the evaluation teams in understanding your qualifications and expertise.
5. **Certification** - Complete, sign, and date the enclosed “Certification” (page 9) with this RFQ.

6. **Certification by Contractor of Criminal Records Check** – Pursuant to Education Code 45125.1, complete, sign, and date the enclosed form AB 1610, 1612 and 2102 (page 11) included with this RFQ.
7. **Insurance Requirements** - The Proposer shall submit with their Proposal, certificates of insurance or evidence that they can obtain insurance prior to Contract award. The following coverages are required:
 - Commercial General Liability: \$1,000,000 per occurrence and \$3,000,000 general aggregate for bodily injury, personal injury and property damage.
 - Automobile Liability: \$1,000,000 Combined Single Limit for owned, hired and non-owned auto.
 - Worker's Compensation: As required by the State of California *

Part A – Statutory Requirements

Part B – Employer's Liability: \$1,000,000 per injury, \$1,000,000 per disease and \$1,000,000 aggregate

*If the Contractor is a sole proprietor with no employees, proof of Workers' Compensation and Employers' Liability insurance coverage will not be required.

For all insurance coverages provided by Contractor, the following terms apply:

- A. Any deductibles or self-insured retentions shall be declared in writing to the DISTRICT; DISTRICT approval is required for any amounts over \$25,000.
- B. Insurance shall be placed with California admitted insurers with a current A.M. Best rating of no less than A unless otherwise approved by the DISTRICT, except that for Worker's Compensation, the State Compensation Fund of California is acceptable.
- C. Workers' Compensation and Employer's Liability policies shall contain a waiver of subrogation.
- D. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - a. Contractor agrees to defend, indemnify, save and hold harmless the Capistrano Unified School District (CUSD), its officers, agents, representatives, employees and The Board of Education; and provides named additional insured endorsements for CUSD, its officers, agents, representatives, employees and The Board of Education. They are to be covered as insured in respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor;

or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the DISTRICT, its subsidiaries, officials, employees and The Board of Education.

- b. For any claims related to the services, the Contractor's insurance coverage shall be primary insurance in respect to the DISTRICT, its subsidiaries, officials, employees and The Board of Education. Any insurance or self-insurance maintained by the DISTRICT, its subsidiaries, officials, employees and The Board of Education shall be in excess of the Contractor's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.

The Contractor shall furnish the DISTRICT with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the DISTRICT before work commences.

- 8. **W-9 Form** – All firms must provide the following documentation to the District:
 - a. IRS W-9 Form (Taxpayer Identification Number)
Revised October 2007
- 9. **Conflict of Interest Certification -** Included with this RFQ (page 13)

END OF PROPOSAL FORMAT

AWARD

- 1. Award of Proposal** - Award will be made to the firm offering the most advantageous proposal for demographic consulting services. Capistrano Unified School District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the District after all factors have been evaluated.

- 2. Award Evaluation Criteria** - Evaluation Criteria that will be used to evaluate all proposals that are received are listed below:
 - a. Qualifications and availability of key persons to be assigned to the contract resulting from this solicitation
 - b. Number of years of experience your firm has in this type of business and with accounts of this size
 - c. Demonstrated competence in relative experience
 - d. Timetable
 - e. Costs/fees
 - f. Plan for public involvement
 - g. Conformance with the specifications of this RFQ

The Evaluation Committee may also contact and evaluate the firm's references; contact any vendor representative to clarify any response; contact any current users of the firm's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The Evaluation Committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interest of the District.

Discussions may, at the District's sole option, be conducted with responsible representatives who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Firms shall be given fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the District will not disclose information derived from proposals submitted by competing firms.

- 3. Award Selection Process** - Selection of qualified firms will be based on the following: quality and completeness of submitted proposal; understanding of objectives; project approach; experience and expertise with public agencies and similar types of efforts; and references. Additional questions may be asked of firms and interviews may be conducted. The firm awarded the contract will be required to sign the District's standard Consultant Agreement. Sample included in RFQ.

KEY ACTION DATES

The anticipated schedule for completion of this Procurement is shown below. The dates are subject to change.

Milestone	Date
RFQ Release/Advertise	April 18, 2011
Proposal Due Date	May 12, 2011
Interviews	May 23-27, 2011
Board Approval	June 21, 2011

ADDITIONAL INFORMATION

All questions and requests for information must be made in writing and sent to:

Terry Fluent
Director, Purchasing
tfluent@capousd.org
Fax: (949) 493-4083

CONTACT WITH ANYONE OTHER THAN THE INDIVIDUAL NAMED
HEREIN IS STRICTLY PROHIBITED.

Proposals must be received by Thursday, May 12, 2011, 2:00 p.m. and addressed to:

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

Solicitation Disclaimer: All proposals received as part of this solicitation become the property of the Capistrano Unified School District upon submission. The cost to prepare and submit the proposals becomes the sole expense of each firm.

The emphasis of your proposal should be on the completeness and clarity of content. RFQ's may be rejected if not prepared in the format described, if submitted without all required information and signatures, or by failing to adhere to all requirements as stated in the RFQ.

All materials submitted in response to this Request for Qualifications shall become the property of the District and shall be considered a part of public record.

Capistrano Unified School District reserves the right to reject any or all Requests for Qualifications.

Thank you for your participation!

CERTIFICATION
REQUEST FOR QUALIFICATIONS (RFQ) NO. 9-1011
DEMOGRAPHIC CONSULTANT SERVICES

I certify that I have read the attached **Request for Qualifications– (RFQ) NO. 9-1011 DEMOGRAPHIC CONSULTANT SERVICES**, and the instructions for submitting an RFQ-P. I further certify that I must submit one (1) original, three (3) copies and one (1) CD of the firm’s proposal in response to this request, completed Certification by Contractor Criminal Records Check, Pricing Sheet, and Conflict of Interest Certification, and that I am authorized to commit the firm to the proposal submitted.

<hr/> Signature	<hr/> Typed or Printed Name
<hr/> Title	<hr/> Company
<hr/> Address	<hr/> Address
<hr/> Telephone	<hr/> Fax
<hr/> Date	<p>If you are bidding as a corporation, please provide your corporate seal here:</p>
<hr/> E-Mail Address	

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Governing Board of Capistrano Unified School District:

I, _____ certify that:
Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____.
Date

Signature

Typed or printed name

Title

Address

Telephone

PRICING SHEET

The purpose of this form is to provide a standard format by which the Proposer submits to the DISTRICT a summary of the estimated costs suitable for detailed review and analysis. The Proposer shall complete the Price/Cost Proposal in its entirety.

The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the Consultant Agreement. Hourly rates shall remain fixed for the duration of the contract period.

Title		Hourly Rate	

Print Name of Firm

Authorized Signature

Representative

Federal I.D. #/License

Date

Proposer: _____

CONFLICT OF INTEREST CERTIFICATION

All proposers/firms shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

PRINT NAME _____
SIGNATURE AND DATE _____
TITLE OF OFFICER _____
NAME OF COMPANY _____

As part of your Certification, please respond to the following questions listed below:

1. Have you or any of your team member(s) or consultant(s) been employed by the DISTRICT in the last three years? [Yes] [No]. If your answer is "Yes", please provide the following information:

a.	Were you a full-time employee?	[Yes]	[No]
	Part-Time employee?	[Yes]	[No]
	As-Needed employee?	[Yes]	[No]
	Consultant?	[Yes]	[No]
	Or other, please		

Explain: _____

- b. What were the date(s) of your employment/employment contract/consulting contract?

- c. In which department(s) of DISTRICT did you work?

- d. Who was/were your Supervisor(s)?

- e. Please describe your job duties and responsibilities for each DISTRICT position held?

- f. What was your last date of employment?

2. Do any Board of Education Member(s) or District employee(s) have a business position or serve as an Officer(s), Partner(s) or Shareholder(s) in your company? [Yes] [No]. If the answer is "Yes", please provide the following information:

- a. What is the name of the Board Member(s) or employee(s)?

b. What is his/her position with your company?

c. If a Board of Education Member(s) or employee(s)/Shareholder(s) - what percentage of your company's shares does he/she own?

3. Are any of your former employee(s), (Consultants) presently employed by the DISTRICT? [Yes] [No]. If the answer is "Yes", please provide the following information for each such employee(s).

a. What is the name of the former employee(s)?

b. What was his/her title at your company?

If he/she held more than one position(s) with your company, please provide the title of each positions) held.

c. Please describe his/her duties and responsibilities for each position(s) held at your company?

d. What were the date(s) of his/her employment?

I declare under the Penalty of Perjury under the laws of the State of California that the abovementioned statements are true and correct to the best of my knowledge, and this declaration was executed on this day _____, _____, 20____; in the
(Month)

_____, _____.
(City) (State)

(Signature)

(Printed Name)

(Title)



Consultant Agreement

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

_____ hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by CONSULTANT:** _____

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on _____ and will diligently perform as required and complete performance by _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>DISTRICT</u>	<u>CONSULTANT</u>
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	

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

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

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

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

a. Exhibit A _____

b. Exhibit B _____

c. Exhibit C _____

This AGREEMENT is entered into this _____ Day of _____.

DISTRICT:

CONSULTANT:

By: _____
Terry Fluent, Director of Purchasing

By: _____
Signature

Printed Name

Title

Board Approval Date

Social Security or Taxpayer Identification

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **AUTHORIZATION TO ADVERTISE BID NO. 1112-02 – SERVICE TO COLLECT, RECYCLE, AND DISPOSE OF SOLID WASTE DISTRICTWIDE**

BACKGROUND INFORMATION

Per Public Resources Code §40059(a)(2), public schools may determine whether solid waste handling services should be provided by means of non-exclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding. Since 2006, Trustees have authorized staff to solicit competitive bids per Public Contract Code §20111 to ensure that the prices paid for disposal services are the lowest possible, while ensuring the public's health, safety, and well-being.

The District intends to enter into a one-year contract with an option to extend annually, by mutual agreement and upon Board approval, for a term not to exceed a total of four additional years, as allowed by California Education Code §17596.

CURRENT CONSIDERATIONS

This agenda item seeks approval to advertise Bid No. 1112-02 – Service to Collect, Recycle, and Dispose of Solid Waste Districtwide.

Due to the size, documents will be posted online in the District Board Agendas and Supporting Documentation page. The bid documents are also on file in the Purchasing Department. For further information, please contact Terry Fluent, Director, Purchasing, at (949) 234-9436.

FINANCIAL IMPLICATIONS

There is no fiscal impact related to the issuance of this Bid. Annual disposal services are estimated at \$250,000 and are charged to the general fund.

STAFF RECOMMENDATIONS

It is recommended the Board authorize advertising Bid No. 1112-02 – Service to Collect, Recycle, and Dispose of Solid Waste Districtwide.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **AUTHORIZATION TO ADVERTISE BID NO. 1112-03 – BAKERY PRODUCTS**

BACKGROUND INFORMATION

The District's Food and Nutrition Services Department is in need of bakery products that cannot be produced in-house. Staff is seeking a third party vendor to supply these baked goods for the coming fiscal years. In previous years, these products were directly purchased from bakeries without bidding because the total dollar volume of required products was below the maximum threshold that could be spent without going to bid.

In order to secure not only the best possible pricing, but also to lock in consistent pricing for the entire fiscal year, staff is recommending that bakery products be competitively bid.

The District intends to enter into a one-year contract with an option to extend annually, by mutual agreement and upon Board approval, for a term not to exceed a total of two additional years.

CURRENT CONSIDERATIONS

This agenda item seeks approval to advertise Bid No. 1112-03 – Bakery Products.

Due to the size, documents will be posted online in the District Board Agendas and Supporting Documentation page. The bid documents are also on file in the Purchasing Department. For further information, please contact Terry Fluent, Director, Purchasing, at (949) 234-9436.

FINANCIAL IMPLICATIONS

There is no fiscal impact related to the issuance of this Bid. Annual bakery product costs are estimated at \$60,000 and are charged to the Food and Nutrition Services fund.

STAFF RECOMMENDATIONS

It is recommended the Board of Trustees authorize advertising Bid No. 1112-03 – Bakery Products.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent
FROM: Ron Lebs, Deputy Superintendent, Business and Support Services
SUBJECT: **AUTHORIZATION TO ADVERTISE BID NO. 1112-04 – OUTSOURCE
TRANSPORTATION SERVICE**

BACKGROUND INFORMATION

The District provides special education transportation for students as determined by a student's Individual Education Program. Additionally, special transportation arrangements may be required for individual regular education students due to unusual circumstances, such as qualifying as indigent or homeless. From time to time, due to the specific needs of a student, the District's Transportation Department does not have a bus available to transport that specific student to the needed location. Additional and appropriate resources should be available to meet the student's transportation needs in an efficient and cost effective manner.

The District intends to enter into a one-year contract with an option to extend annually, by mutual agreement and upon Board approval, for a term not to exceed a total of two additional years, as allowed by California Education Code §17596.

CURRENT CONSIDERATIONS

This agenda item seeks approval to advertise Bid No. 1112-04 – Outsource Transportation Service.

Due to the size, documents will be posted online in the District Board Agendas and Supporting Documentation page. The bid documents are also on file in the Purchasing Department. For further information, please contact Terry Fluent, Director, Purchasing, at (949) 234-9436.

FINANCIAL IMPLICATIONS

There is no fiscal impact related to the issuance of this Bid. Annual outsource transportation service costs are estimated at \$150,000 and are charged to the Transportation fund.

STAFF RECOMMENDATIONS

It is recommended the Board of Trustees authorize advertising Bid No. 1112-04 – Outsource Transportation Service.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **PROPOSED 2011-2012 SCHOOL YEAR MEAL PRICE INCREASES**

BACKGROUND INFORMATION

Per Board Policy 3551, "the Governing Board intends that, insofar as possible, the school food services program shall be self-supporting. The Board shall review and approve menu prices."

CURRENT CONSIDERATIONS

This agenda item requests approval of food price increases for the 2011-2012 school year. A list of the proposed increases is attached (Exhibit A). Public Law 111-296; The Healthy, Hunger Free Kids Act, requires schools participating in the National School Lunch program to gradually increase the price charged for paid school lunch. The price charged to full price students should eventually match the federal subsidy for free meals, currently at \$1.48 for breakfast and \$2.72 for lunch. In conjunction, this legislation increases the menu plan by adding additional produce and whole grains, resulting in increased food costs to the Food and Nutrition Services Department. The Department has also incurred higher costs due to increased fuel costs. The District's school lunch prices have not increased since 2008-2009.

FINANCIAL IMPLICATIONS

Food and Nutrition Services remains self-funded with no direct impact on the District's general fund.

STAFF RECOMMENDATIONS

It is recommended the Board approve increasing food prices for the 2011-2012 school year. A list of the proposed increases is attached (Exhibit A).

CAPISTRANO UNIFIED SCHOOL DISTRICT

Food and Nutrition Service Meal Price List

	Elementary		Middle School		High School	
	Current	Proposed	Current	Proposed	Current	Proposed
Breakfast	\$1.50	\$1.75	\$1.75	\$2.00	\$2.00	\$2.50
Reduced Price Breakfast	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30
Lunch	\$2.25	\$2.50	\$2.75	\$2.75	\$3.00	\$3.00
Reduced Price Lunch	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40

**Highlighted areas reflect price increases for 2011-2012.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent
FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services
SUBJECT: **CLASSIFIED PERSONNEL ACTIVITY**

BACKGROUND INFORMATION

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

FINANCIAL IMPLICATIONS

These positions will be charged to the appropriate fund and are included in the adopted budget.

STAFF RECOMMENDATION

It is recommended the Board approve the Classified Personnel Activity list.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 11, 2011
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Ambrosius, Ron	MS Campus Supvr	Voluntary	02/14/2011	02/14/2011
2. Bovich, Claudine	FS Worker	Personal	01/14/2008	03/10/2011
3. Burke, Terence	Independence Facilitator	Prob Release	01/04/2010	03/09/2011
4. Garcia, Olga	Blngl Inst Asst	Voluntary	08/24/2005	02/25/2011
5. Gravatt, Shelly	Inst Asst-Sp Ed	Personal	04/12/2010	02/18/2011
6. Kiernan, Elizabeth	Health Asst	Other Employ	01/11/2010	02/18/2011
7. Kroening, Brenda	Intermediate Office Asst	Retirement	05/21/1981	04/29/2011
8. Lindeman, Rodger	Independence Facilitator	Prob Release	10/19/2010	03/15/2011
9. Riley, Carol	Sch Secretary II	Retirement	05/08/2000	06/24/2011
10. Thede, Tatiana	Health Asst	Voluntary	11/09/2010	02/14/2011
11. White, Colleen	Personnel Asst	Retirement	02/17/2004	03/18/2011
12. Wilde, Melita	FS Worker	Voluntary	11/29/2010	02/25/2011
13. Yslas, Chris	Groundskeeper	Voluntary	07/02/1991	03/30/2011

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
14. Apollo, Odette	Inst Asst (9.5mo/17.5hpw)	\$13.64 hr	R19-1	02/15/2011
15. Armbruster, Anita	Inst Asst (9.5mo/17.5hpw)	\$13.64 hr	R19-1	03/08/2011
16. Atchity, Shauna	Independence Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	01/03/2011
17. Barraza, Mario	Independence Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	01/13/2011
18. Cook, Kathryn	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	02/10/2011
19. Garcia de la Vega, B.	Blngl Inst Asst (9.5mo/15hpw)	\$14.69 hr	R22-1	02/24/2011
20. Giauque, Mark	HS Campus Supvr (9.5mo/17.5hpw)	\$15.82 hr	R25-1	03/07/2011
21. Guess, Arlington	MS Campus Supvr (9.5mo/17.5hpw)	\$15.06 hr	R23-1	02/23/2011
22. Guizar Boulgarides, G.	BCSL (9.5mo/17.5hpw)	\$15.06 hr	R23-1	02/28/2011
23. Haferl, Stacey	Independence Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	02/14/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 11, 2011
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
24. Hammond, Darcy	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	02/14/2011
25. Harris, Robin	Caregiver-Sp Ed (9.5mo/32.5hpw)	\$15.04 hr	R19-3	02/23/2011
26. Hoklotubbe, Sandra	Caregiver-Sp Ed (9.5mo/17.5hpw)	\$13.64 hr	R19-1	02/28/2011
27. Jones, Joan	Inst Asst (9.5mo/15hpw)	\$13.64 hr	R19-1	02/23/2011
28. Leeman, James	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	03/03/2011
29. Lewis-Mahoney, M.	Independence Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	02/10/2011
30. Micalizzi, Tracy	Independence Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	02/28/2011
31. Middleton, Lisa	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	03/02/2011
32. O'Kane, Monika	Job Technician I (12mo/17.5hpw)	\$16.21 hr	R26-1	02/22/2011
33. O'Keefe, Wendi	Inst Asst-Sp Ed Presch (9.5mo/17.5hpw)	\$13.64 hr	R19-1	03/01/2011
34. Ospina, Carolina	Blng Inst Asst (9.5mo/15hpw)	\$14.69 hr	R22-1	02/22/2011
35. Presley, Jennifer	Independence Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	02/24/2011
36. Souza, Sherry	LVN (9.5mo/17.5hpw)	\$17.90 hr	R30-1	03/09/2011
37. Stewart, Ashley	Inst Asst-Sp Ed Presch (9.5mo/17.5hpw)	\$13.64 hr	R19-1	12/13/2010
38. Totaro, Alicia	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	02/23/2011
39. Verduzco, Marilyn	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	02/15/2011
40. Weinell, Katie	Independence Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	03/02/2011
41. Willis, Macey	Independence Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	03/03/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 11, 2011
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Reemploy Laid Off Employee</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
42. Aguirre, Mariella	Independence Facilitator (9.5mo/30hpw)	\$18.75 hr	R22-6	02/25/2011
43. Patel, Bhavana	Account Clerk II (12mo/40hpw)	\$3,862.85 mo	R29-6	03/14/2011
44. Velez, Vida	Sch Secretary II (10.5mo/40hpw)	\$3,678.00 mo	R29-5	02/28/2011

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
44. Alvarez, Lupe	Custodian I	\$16.21 hr	R26-1	03/04/2011
45. Anaya, Francisco	Custodian I	\$16.21 hr	R26-1	03/09/2011
46. Barrett, Shawn	Custodian I	\$16.21 hr	R26-1	03/10/2011
47. Bushman, Renee	Student Supvr	\$10.00 hr		02/12/2011
48. Calis, Mona	Student Supvr	\$10.00 hr		03/01/2011
49. Callens, Carole	Student Supvr	\$10.00 hr		02/10/2011
50. Crouse, Darla	Clerk	\$15.06 hr	R23-1	03/03/2011
51. Dale, Mary	Student Supvr	\$10.00 hr		02/07/2011
52. Feick, Matthew	Student Supvr	\$10.00 hr		02/07/2011
53. Fox, Janine	Sch Bus Driver	\$17.48 hr	R28-1	03/02/2011
54. Garcia, Olga	Blngl Inst Asst	\$14.33 hr	R21-1	02/28/2011
55. Gonzalez, Judith	Student Supvr	\$10.00 hr		03/03/2011
56. Gravatt, Shelly	Independence Facilitator	\$14.69 hr	R22-1	03/01/2011
	Inst Asst-Sp Ed	\$13.98 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.64 hr	R19-1	
57. Greene, Linda	Student Supvr	\$10.00 hr		02/16/2011
58. Griffin, Yvonne	Student Supvr	\$10.00 hr		03/03/2011
59. Hangan, Gail	Student Supvr	\$10.00 hr		02/18/2011
60. Lebourgeois, M.	Sch Bus Driver	\$17.48 hr	R28-1	03/02/2011
61. Lo, Yi-Wen	Independence Facilitator	\$14.69 hr	R22-1	02/25/2011
	Inst Asst-Sp Ed	\$13.98 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.64 hr	R19-1	
62. McNamee, Bevin	Student Supvr	\$10.00 hr		03/03/2011
63. Mejia, Norberto	Custodian I	\$16.21 hr	R26-1	02/14/2011
64. Norton, Christina	Inst Asst	\$13.64 hr	R19-1	12/13/2010
65. Razzazian, M.	Clerk	\$14.69 hr	R22-1	02/16/2011
66. Rodriguez, Amy	Student Supvr	\$10.00 hr		02/07/2011
67. Rodriguez, Norma	Custodian I	\$16.21 hr	R26-1	03/02/2011
68. Scholz, Danielle	Caregiver	\$13.64 hr	R19-1	11/08/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 11, 2011
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
69. Sherman-Bosma, D.	Sch Bus Driver	\$17.48 hr	R28-1	02/16/2011
70. Sidler, Barry	Student Supvr	\$10.00 hr		02/16/2011
71. Tanap, Jeanette	Student Supvr	\$10.00 hr		02/16/2011
72. Thomas, Theresa	Student Supvr	\$10.00 hr		02/09/2011
73. Trainor, Lechimi	Independence Facilitator	\$14.69 hr	R22-1	02/16/2011
	Inst Asst-Sp Ed	\$13.98 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.64 hr	R19-1	
74. White, Colleen	Clerk	\$15.06 hr	R23-1	03/21/2011
75. Wilde, Melita	FS Worker	\$12.06 hr	R14-1	02/28/2011
76. Wolford, Kelly	Clerk	\$15.06 hr	R23-1	03/08/2011

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
77. Adams, C.	ASB Worker	\$10.00 hr	08/30/2010- 11/05/2010
78. Altamirano, G.	ASB Worker	\$10.00 hr	11/08/2010- 02/11/2011
79. Antonissen, B.	ASB Worker	\$10.00 hr	11/08/2010- 02/11/2011
80. Beck, Nicole	ASB Worker	\$10.00 hr	01/14/2011- 06/22/2011
81. Bolcoa, Scott	ASB Worker	\$10.00 hr	02/14/2011- 05/13/2011
82. Brooks, Michael	ASB Worker	\$10.00 hr	02/26/2011- 05/13/2011
83. Bune, Delius	ASB Worker	\$10.00 hr	02/26/2011- 05/13/2011
84. Costa, Cary	ASB Worker	\$10.00 hr	02/28/2011- 05/06/2011
85. Cruzan, Paul	ASB Worker	\$10.00 hr	02/26/2011- 05/06/2011
86. Douglas, Don	ASB Worker	\$10.00 hr	02/14/2011- 05/06/2011
87. Figueroa, A.	ASB Worker	\$10.00 hr	11/08/2010- 02/11/2011
88. Flaherty, Kelli	ASB Worker	\$10.00 hr	02/26/2011- 05/06/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 11, 2011
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
89. Forester, A.	ASB Worker	\$10.00 hr	01/26/2011- 06/30/2011
90. French, David	ASB Worker	\$10.00 hr	02/14/2011- 05/13/2011
91. Gambina, Niccolo	ASB Worker	\$10.00 hr	11/08/2010- 02/11/2011
92. Garcia, Daniel	ASB Worker	\$10.00 hr	11/22/2010- 02/11/2011
93. Gefell, Julia	ASB Worker	\$10.00 hr	02/14/2011- 05/06/2011
94. Gillebaard, Paul	ASB Worker	\$10.00 hr	02/26/2011- 05/06/2011
95. Hall, Scott	ASB Worker	\$10.00 hr	11/22/2010- 02/11/2011
96. Hallgren, Ashley	ASB Worker	\$10.00 hr	02/16/2011- 05/13/2011
97. Hendricks, Steve	ASB Worker	\$10.00 hr	02/14/2011- 05/13/2011
98. Hosseinzadeh, S.	ASB Worker	\$10.00 hr	11/08/2010- 02/11/2011
99. James, Kimberly	ASB Worker	\$10.00 hr	11/08/2010- 02/11/2011
100. Kite, Suzanne	ASB Worker	\$10.00 hr	02/01/2011- 06/24/2011
101. Kostoff, Anne	ASB Worker	\$10.00 hr	11/22/2010- 02/11/2011
102. Lane, Kevin	ASB Worker	\$10.00 hr	02/14/2011- 05/06/2011
103. Marsh, Eric	ASB Worker	\$10.00 hr	11/08/2010- 02/11/2011
104. Meussner III, H.	ASB Worker	\$10.00 hr	11/08/2010- 02/11/2011
105. Mora, Dan	ASB Worker	\$10.00 hr	02/26/2011- 05/13/2011
106. Rhinehart, M.	ASB Worker	\$10.00 hr	02/26/2011- 05/06/2011
107. Roddy, Paige	ASB Worker	\$10.00 hr	09/01/2010- 11/01/2010
108. Rothenburger, M.	ASB Worker	\$10.00 hr	02/28/2011- 05/06/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 11, 2011
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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
109. Russo, Richard	ASB Worker	\$10.00 hr	02/28/2011- 05/13/2011
110. Seyhun, Melissa	ASB Worker	\$10.00 hr	11/08/2010- 02/11/2011
111. Watkins, Daniel	ASB Worker	\$10.00 hr	09/02/2010- 11/05/2010
112. Ballinas, Nadiyah	Student Worker	\$ 8.00 hr	02/06/2011- 06/30/2011
113. Greene, Linda A.	Student Supervisor	\$10.00 hr	02/22/2011
114. LaBarbera, T.	Student Supervisor	\$10.00 hr	11/29/2010
115. Trenary, Kristy	Student Supervisor	\$10.00 hr	09/08/2010
116. Kirk, Margherite	Student Worker	\$ 8.00 hr	01/28/2011- 06/30/2011
117. Roe, Joshua	Student Worker	\$ 8.00 hr	02/08/2011- 06/30/2011
118. Walker, Tevin	Student Worker	\$ 8.00 hr	02/03/2011- 06/30/2011

<u>Name</u>	<u>Position-Co-Curricular</u>	<u>Salary</u>	<u>Effective Date</u>
119. Baum, Brittany	Volleyball, Girls Varsity (Asst)	\$2,543	09/08/2010- 11/12/2010
120. Bustos, Arturo	Soccer, Boys Varsity (Asst)	\$2,543	11/22/2010- 02/07/2011
121. Hall, Rex	Track, Girls Varsity (Asst)	\$2,543	02/28/2011- 05/13/2011
122. Lynn, Alex	Soccer, Girls Varsity (Asst)	\$2,543	11/08/2010- 02/11/2011
123. Weltner, Joseph	Wrestling, Varsity (Asst)	\$2,543	11/22/2010- 02/11/2011

APPROVE PROMOTION

<u>Name</u>	<u>Former Classification</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
124. Avila, Therese	Independence Facilitator (9.5mo/30hpw)	Behavior Intervention Asst (9.5mo/35hpw)	R28-1	02/14/2011
125. Boon, Cathy	Inst Asst-Sp Ed (9.5mo/17hpw)	Independence Facilitator (9.5mo/30hpw)	R22-1	02/25/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
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APPROVE PROMOTION (Cont.)

<u>Name</u>	<u>Former Classification</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
126. Brandt, Patricia	Elem Sch Clerk (10.25mo/40hpw)	Elem Sch Office Mgr (Temp/40hpw)	R33-5	02/14/2011- 02/22/2011
127. Catanghal, Rene	Custodian I (12mo/40hpw)	Custodian III (Temp/40hpw)	R30-15	01/21/2011- 02/21/2011
128. Claud, Anita	FS Worker (9.5mo/16.25hpw)	FS Lead II (Temp/25hpw)	R31-1	02/28/2011- 03/11/2011
129. Crites, Kathleen	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Independence Facilitator (Temp/32.5hpw)	R22-1	10/13/2010- 06/23/2011
130. Crowell, Erica	Independence Facilitator (9.5mo/32.5hpw)	Academic Advisor (11mo/40hpw)	R35-1	02/28/2011
131. Engberg, Terri	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Independence Facilitator (9.5mo/35hpw)	R22-4	02/23/2011
132. Fryer, Lisa	Caregiver (9.5mo/32.5hpw)	Independence Facilitator (9.5mo/30hpw)	R22-2	03/01/2011
133. Jones, Darla	School Secretary II (10.5mo/40hpw)	HS Office Manager (11mo/40hpw)	R33-10	03/21/2011
134. Koch, Carrie	FS Cashier (9.5mo/15hpw)	Lead FS Worker I (9.5mo/30hpw)	R23-2	03/14/2011
135. Larson, Helen	Inst Asst (9.5mo/15hpw)	Sch Clerk I (10mo/17.5hpw)	R23-3	03/14/2011
136. Lehman, Rosana	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Independence Facilitator (9.5mo/32.5hpw)	R22-2	01/24/2011
137. Okas, Belinda	MS Campus Supvr (9.5mo/17.5hpw)	HS Campus Supvr (9.5mo/17.5hpw)	R25-4	03/02/2011
138. Penna, Carmen	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Independence Facilitator (9.5mo/30hpw)	R22-1	02/24/2011
139. Smith, Carol	Caregiver (9.5mo/17.5hpw)	Inst Asst-Sp Ed (9.5mo/17.5hpw)	R20-2	02/22/2011
140. Vega, Jesus	Custodian I (12mo/40hpw)	Custodian III (Temp/40hpw)	R30-6	01/24/2011- 03/01/2011
141. Williams, B.	Inst Asst-Presch (9.5mo/17.5hpw)	Independence Facilitator (9.5mo/30hpw)	R22-1	03/14/2011

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Former Classification</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
142. Cistrenas, C.	BCSL (9.5mo/14hpw)	BCSL (9.5mo/17.5hpw)	R23-6	01/24/2011

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APPROVE ASSIGNMENT ADJUSTMENT (Cont.)

<u>Name</u>	<u>Former Classification</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
143. Larkin, Nancy	Independence Facilitator (9.5mo/17.5hpw)	Independence Facilitator (9.5mo/30hpw)	R22-5	01/03/2011

APPROVE REASSIGNMENT

<u>Name</u>	<u>Former Classification</u>	<u>Reassignment</u>	<u>Range Step</u>	<u>Effective Date</u>
144. Coppage, Carrie	Health Asst (9.5mo/17.5hpw)	Job Technician I (12mo/40hpw)	R26-6	03/14/2011
145. Engleson, N.	MS Office Mgr (11mo/40hpw)	Elem Sch Office Mgr (10.75mo/40hpw)	R33-6	02/23/2011

**PER AGREEMENT WITH CSEA
APPROVE ASSIGNMENT ADJUSTMENT**

<u>Name</u>	<u>Former Classification</u>	<u>Current Classification</u>	<u>Range Step</u>	<u>Effective Date</u>
146. Axtell, Barbara	Independence Facilitator (9.5mo/27.5hpw)	Independence Facilitator (9.5mo/30hpw)	R22-10	02/22/2011
147. Bailey-Hoerle, C.	Independence Facilitator (9.5mo/27.5hpw)	Independence Facilitator (9.5mo/30hpw)	R22-10	02/22/2011
148. Beck, Mary	Independence Facilitator (9.5mo/27.5hpw)	Independence Facilitator (9.5mo/30hpw)	R22-5	02/22/2011
149. Bridwell, Jody	Independence Facilitator (9.5mo/27.5hpw)	Independence Facilitator (9.5mo/30hpw)	R22-10	02/22/2011
150. Cullum, Linda	Independence Facilitator (9.5mo/27.5hpw)	Independence Facilitator (9.5mo/30hpw)	R22-20	02/22/2011
151. Entsminger, T.	Independence Facilitator (9.5mo/27.5hpw)	Independence Facilitator (9.5mo/30hpw)	R22-15	02/22/2011
152. Garcia, Jean	Independence Facilitator (9.5mo/27.5hpw)	Independence Facilitator (9.5mo/30hpw)	R22-10	02/22/2011
153. Keyte, Karen	Independence Facilitator (9.5mo/27.5hpw)	Independence Facilitator (9.5mo/30hpw)	R22-20	02/22/2011

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**PER AGREEMENT WITH CSEA
APPROVE REDUCTION IN HOURS IN LIEU OF LAYOFF**

<u>Name</u>	<u>Former Classification</u>	<u>Classification</u>	<u>Range Step</u>	<u>Effective Date</u>
154. Baldwin, Laura	Independence Facilitator (9.5mo/37.5hpw)	Independence Facilitator (9.5mo/35hpw)	R22-6	02/22/2011
155. Butier, Amy	Independence Facilitator (9.5mo/19.5hpw)	Independence Facilitator (9.5mo/17.5hpw)	R22-1	02/22/2011
156. Cingari, Joanne	Independence Facilitator (9.5mo/37.5hpw)	Independence Facilitator (9.5mo/35hpw)	R22-4	02/22/2011
157. Engelhardt, N.	Independence Facilitator (9.5mo/37.5hpw)	Independence Facilitator (9.5mo/35hpw)	R22-10	02/22/2011
158. Eyraud, L.	Independence Facilitator (9.5mo/37.5hpw)	Independence Facilitator (9.5mo/35hpw)	R22-10	02/22/2011
159. Fay, Kerry	Independence Facilitator (9.5mo/37.5hpw)	Independence Facilitator (9.5mo/35hpw)	R22-3	02/22/2011
160. Fiorentino, D.	Independence Facilitator (9.5mo/37.5hpw)	Independence Facilitator (9.5mo/35hpw)	R22-10	02/22/2011
161. Gabold, Ginger	Independence Facilitator (9.5mo/37.5hpw)	Independence Facilitator (9.5mo/35hpw)	R22-10	02/22/2011
162. Garcia, Rosario	Independence Facilitator (9.5mo/37.5hpw)	Independence Facilitator (9.5mo/35hpw)	R22-5	02/22/2011
163. Goyzueta, Flor	Independence Facilitator (9.5mo/37.5hpw)	Independence Facilitator (9.5mo/35hpw)	R22-10	02/28/2011
164. Gutierrez, C.	Independence Facilitator (9.5mo/37.5hpw)	Independence Facilitator (9.5mo/35hpw)	R22-10	02/22/2011
165. Harney, B.	Independence Facilitator (9.5mo/37.5hpw)	Independence Facilitator (9.5mo/35hpw)	R22-10	02/28/2011
166. Hennessy, L.	Independence Facilitator (9.5mo/37.5hpw)	Independence Facilitator (9.5mo/35hpw)	R22-10	02/22/2011
167. Johnston, T.	Independence Facilitator (9.5mo/19.5hpw)	Independence Facilitator (9.5mo/17.5hpw)	R22-1	02/22/2011
168. Kerr, Myriam	Bilingual Inst Asst-Sp Ed (9.5mo/19.5hpw)	Bilingual Inst Asst-Sp Ed (9.5mo/17.5hpw)	R22-20	02/22/2011
169. Kobayashi, D.	Inst Asst-Sp Ed (9.5mo/19.5hpw)	Inst Asst-Sp Ed (9.5mo/17.5hpw)	R20-10	02/22/2011
170. Leetch, Katie	Independence Facilitator (9.5mo/19.5hpw)	Independence Facilitator (9.5mo/17.5hpw)	R22-10	02/22/2011
171. Loper-Leddy, K.	Independence Facilitator (9.5mo/37.5hpw)	Independence Facilitator (9.5mo/35hpw)	R22-10	02/22/2011
172. Martin, Jennifer	Independence Facilitator (9.5mo/19.5hpw)	Independence Facilitator (9.5mo/17.5hpw)	R22-4	02/22/2011

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PER AGREEMENT WITH CSEA
APPROVE REDUCTION IN HOURS IN LIEU OF LAYOFF (Cont.)

<u>Name</u>	<u>Former Classification</u>	<u>Classification</u>	<u>Range Step</u>	<u>Effective Date</u>
173. Milano, Julie	Inst Asst-Sp Ed (9.5mo/19.5hpw)	Inst Asst-Sp Ed (9.5mo/17.5hpw)	R20-10	02/22/2011
174. Murphy, M.	Independence Facilitator (9.5mo/37.5hpw)	Independence Facilitator (9.5mo/35hpw)	R22-6	02/22/2011
175. Novak, K	Inst Asst-Sp Ed (9.5mo/19.5hpw)	Inst Asst-Sp Ed (9.5mo/17.5hpw)	R20-5	02/22/2011
176. Palmer, Stratton	Independence Facilitator (9.5mo/37.5hpw)	Independence Facilitator (9.5mo/35hpw)	R22-2	02/22/2011
177. Pedroza, Karen	Independence Facilitator (9.5mo/37.5hpw)	Independence Facilitator (9.5mo/35hpw)	R22-10	02/22/2011
178. Raff, Diedre	Independence Facilitator (9.5mo/19.5hpw)	Independence Facilitator (9.5mo/17.5hpw)	R22-20	02/22/2011
179. Sakamoto, Dory	Independence Facilitator (9.5mo/37.5hpw)	Independence Facilitator (9.5mo/35hpw)	R22-10	02/22/2011
180. Saunders, C.	Independence Facilitator (9.5mo/37.5hpw)	Independence Facilitator (9.5mo/35hpw)	R22-4	02/22/2011
181. Thomas, Candis	Independence Facilitator (9.5mo/19.5hpw)	Independence Facilitator (9.5mo/17.5hpw)	R22-10	02/22/2011
182. Troy, Helen	Independence Facilitator (9.5mo/37.5hpw)	Independence Facilitator (9.5mo/35hpw)	R19-2	02/22/2011
183. Vieane, Shirley	Independence Facilitator (9.5mo/37.5hpw)	Independence Facilitator (9.5mo/35hpw)	R22-10	02/22/2011
184. Whyte, Juanita	Independence Facilitator (9.5mo/37.5hpw)	Independence Facilitator (9.5mo/35hpw)	R22-6	02/22/2011
185. Wisniewski, M.	Independence Facilitator (9.5mo/19.5hpw)	Independence Facilitator (9.5mo/17.5hpw)	R22-1	02/22/2011
186. Yamamoto, L.	Inst Asst-Sp Ed (9.5mo/19.5hpw)	Inst Asst-Sp Ed (9.5mo/17.5hpw)	R20-15	02/22/2011

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date</u>
187. Hernandez, M.	Testing Asst NTE 50hrs (Assist in admin of LAS/CELDT Test)	R19-10	02/01/2011- 06/30/2011

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San Juan Capistrano, California

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
188. Diaz, Martha	Blngl Inst Asst NTE 20hrs (Prepare/present the "Ninos Bien Educados" Prgm)	01/18/2011- 06/23/2011
189. Donjuan, Nancy	Blngl Inst Asst NTE 4.5hrs (Attend professional development class)	02/16/2011- 03/24/2011
190. Foerster, Sarah	Inst Asst NTE 55hrs (Attend professional development class)	02/16/2011- 03/24/2011
191. Gervais, Karen	Independence Facilitator NTE 4hrs (Accompany std to winter formal)	02/12/2011
192. Gravatt, Shelly	Inst Asst-Sp Ed NTE 28.5hrs (Attend CAT Classes)	09/21/2010- 03/10/2011
193. Hannegan, N.	Inst Asst-Sp Ed NTE 28.5hrs (Attend CAT Classes)	09/21/2010- 03/10/2011
194. Hatcher, Joshua	Independence Facilitator NTE 4hrs (Accompany std to winter formal)	02/12/2011
195. Hickey, Jodi	Inst Asst-Sp Ed NTE 25hrs (Supervise CUSD std during Parent Conf)	01/15/2011- 06/30/2011
196. James, K.	Inst Asst-Sp Ed NTE 88hrs (Accompany std to science camp)	01/31/2011- 05/29/2011
197. Kato, Dawn	School Clerk I NTE 17.5hpw (Open Enrollment data entry)	02/01/2011- 05/29/2011
198. Koschel, L.	Independence Facilitator NTE 4hrs (Accompany std to winter formal)	02/12/2011
199. Larkin, Nancy	Independence Facilitator NTE 4hrs (Accompany std to winter formal)	02/12/2011
200. McSwain, M.	Independence Facilitator NTE 28.5hrs (Attend CAT Classes)	09/21/2010- 03/10/2011
201. Rosenthal, C.	Independence Facilitator NTE 7hrs (Accompany std on bus for two weeks)	01/31/2011- 02/14/2011
202. Walz, Lana	Independence Facilitator NTE 28.5hrs (Attend CAT classes)	09/21/2010- 03/10/2011
203. Wessel, Hannah	Independence Facilitator NTE 28.5hrs (Attend CAT Classes)	09/21/2010- 03/10/2011
204. Williams, B.	Inst Asst-Sp Ed Presch NTE 28.5hrs (Attend CAT Classes)	09/21/2010- 03/10/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 11, 2011
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**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED
FOR VACANT POSITION OR ABSENT EMPLOYEE**

<u>Name</u>	<u>Current Assignment</u>	<u>Classification Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
206. Bonar, C.	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-1	01/19/2011- 06/23/2011
207. Fiorentino, D.	Independence Facilitator (9.5mo/35hpw)	HS Campus Supvr	R25-10	02/28/2011- 06/22/2011
208. Johnston, H.	Inst Asst (9.5mo/17.5hpw)	Independence Facilitator	R22-3	01/19/2011- 06/23/2011
209. Leopard, Janet	Health Asst (9.5mo/17.5hpw)	Sch Receptionist HS Campus Supvr	R23-6 R25-6	01/03/2011- 06/22/2011
210. Lutjzens, Marilyn	Sch Clerk I (10mo/17.5hpw)	Sch Clerk II	R25-10	01/10/2011- 02/11/2011
211. McGee, James	MS Campus Supvr (9.5mo/17.5hpw)	Opportunity Asst	R24-4	01/04/2011- 06/23/2011
212. Schmidt, Susie	Health Asst (9.5mo/17.5hpw)	Sch Clerk II	R25-5	01/10/2011- 02/28/2011
213. Sheehan, Donna	Inst Asst-Sp Ed (9.5mo/17.5hpw)	MS Campus Supvr	R23-1	09/08/2010- 06/23/2011
214. Sullivan, E.	MS Campus Supervisor (9.5mo/17.5hpw)	Opportunity Asst	R24-5	09/08/2010- 06/23/2011
215. Talafus, Sue	Health Asst (9.5mo/17.5hpw)	Opportunity Asst	R24-6	09/08/2010- 06/23/2011
216. Troy, Helen	Caregiver (9.5mo/35hpw)	Caregiver	R19-2	09/08/2011- 06/22/2011
217. Warren, Donna	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Independence Facilitator	R22-10	01/10/2011- 06/23/2011
218. Williams, B.	Inst Asst-Sp Ed Presch (9.5mo/17.5hpw)	IBI Asst/Tutor	R24-1	01/05/2011- 06/23/2011

APPROVED PROFESSIONAL GROWTH STIPEND

NTE \$500.00

219. Bishop, Eric

220. Duarte, Diane

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent
FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services
SUBJECT: **CERTIFICATED PERSONNEL ACTIVITY**

BACKGROUND INFORMATION

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

FINANCIAL IMPLICATIONS

These positions will be charged to the appropriate fund and are included in the adopted budget.

STAFF RECOMMENDATION

It is recommended the Board approve the Certificated Personnel Activity list.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, April 11, 2011
Certificated Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Date of Employment</u>	<u>Date of Separation</u>
1. Carey, Danielle	Teacher	Child Care	08/19/2005	02/16/2011
2. Durringer, Jacob	Teacher	Personal	08/27/2008	03/11/2011
3. Jamison, Gary	Teacher	Retirement	09/03/1993	07/01/2011
4. Praegitzer, Suzanne	Sub Teacher	District Initiated	04/13/2009	03/04/2011

APPROVE EMPLOYMENT

<u>Name</u>	<u>1st Year Temporary</u>	<u>Annual Salary</u>	<u>Column/Step</u>	<u>Effective Date</u>
5. Last, Erin	Teacher	\$68,417	D-6	02/07/2011
6. Morrison, J.	Teacher	\$53,264	C-1	02/23/2011

<u>Name</u>	<u>1st Year Probationary</u>	<u>Annual Salary</u>	<u>Column/Step</u>	<u>Effective Date</u>
7. Newman, M.	Speech Pathologist	\$48,312	A-1	01/31/2011

APPROVE HOME/HOSPITAL TEACHERS

Pay @ \$35.00 per hour

8. Beitz, Kathryn	12. Roberts, Nathan
9. Carter, Thomas	13. Shick, Allison
10. Daniel, Sonia	14. Workman, Ken
11. Horton, Diane	

APPROVE ADULT EDUCATION TEACHERS-SUBSTITUTE

Pay @ 29.00 per hour

15. Hakimi, Neley	17. Koen, Anne
16. Houton, Karen	

APPROVE ESY ADMINISTRATOR/COORDINATOR

Pay hourly rate @ \$55.00 per hour

18. Pettey, Stephanie

CAPISTRANO UNIFIED SCHOOL DISTRICT
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APPROVE SUBSTITUTE TEACHERS

Pay @ \$90.00 per day

- | | |
|--------------------------|--------------------------|
| 19. Abdavi-Azar, Ginger | 65. Hsin, Ricky |
| 20. Adams, Lynne | 66. Janbay, Hala |
| 21. Agee, Erica | 67. Johnson, Christopher |
| 22. Anderson, Helen | 68. Kalscheuer, Angela |
| 23. Baker, Cary | 69. Kennerson, Laura |
| 24. Baranski, Dawn | 70. Ledonne, Diane |
| 25. Barber, Forrest | 71. Lepowsky, Bernice |
| 26. Bergman, Lisa | 72. Lindholm, Maria |
| 27. Bloom, Monica | 73. Lippincott, Jamie |
| 28. Blum, Katelin | 74. Lloreda, Karen |
| 29. Breslin, Lynnette | 75. Lombrano, Debbie |
| 30. Brown, Krishna | 76. Lucero-Hanson, Darin |
| 31. Bryan, Jeffrey | 77. Malec, Caitlin |
| 32. Bryan, Stacey | 78. Markor, Kevin |
| 33. Buchan, Joeline | 79. Marshak, Pamela |
| 34. Burrows, Alicia | 80. Maslowski, Barbara |
| 35. Butcher, Jacqueline | 81. Matlock, Ursula |
| 36. Carey, Sharon | 82. McClure, Martina |
| 37. Carpenter, Crystal | 83. McClure, Melinda |
| 38. Chilver, Alezandria | 84. Meyer, Eric |
| 39. Cooper, Diane | 85. Moon, Isabel |
| 40. Covington, Jillian | 86. Morgan, Shelly |
| 41. Daukas, Christine | 87. Morin, Marc |
| 42. Daulton, Cicely | 88. Numagami, Raymond |
| 43. Davidson, Audrey | 89. Olson, Trina |
| 44. Diaz, Amy | 90. Parchmann, Mark |
| 45. Donatelli, Cira | 91. Pelligra, Kim |
| 46. Dreyer, Claire | 92. Portnoff, Nikki |
| 47. Edwards, Lisa | 93. Preciado, Beatriz |
| 48. Elder, Anna | 94. Rael, Christopher |
| 49. Fleischli, Karen | 95. Romo Higley, Rosa |
| 50. Frost, Jackelyn | 96. Seech, Randal |
| 51. Fuster, Lori | 97. Segovia, Wednesday |
| 52. Goodman, Timothy | 98. Shelby, Christina |
| 53. Gottfredson, Linda | 99. Shimer, Ethan |
| 54. Gould, Steven | 100. Shuman, Aaron |
| 55. Groh, Susan | 101. Smith, Christie |
| 56. Hamman, Joyce | 102. Tannery, Sarah |
| 57. Hargrave, Thomas | 103. Toth, Amberlee |
| 58. Harrington, Kimberly | 104. Tran, Richard |
| 59. Harrison, Kerry | 105. Umali, Kathleen |
| 60. Hecht, Joanne | 106. Valdez, Vidal |
| 61. Hentsch, Kimberly | 107. Vaught, Jason |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, April 11, 2011
Certificated Employees

APPROVE SUBSTITUTE TEACHERS (Cont.)

- | | |
|-----------------------|-----------------------|
| 62. Hewitt, Kimberly | 108. Watson, Saea |
| 63. Hinshaw, Courtney | 109. Whitworth, Haley |
| 64. Honda, Angel | 110. Woebken, Ralf |

APPROVE 6/5th ASSIGNMENT 1ST SEMESTER

111. Derry, Patrick*

APPROVE 6/5th ASSIGNMENT 2nd SEMESTER

- | | |
|----------------------------------|---------------------------|
| 112. Abedi, Morteza** | 182. Leslie, Elizabeth* |
| 113. Addison, Chad** | 183. Lipsett, Robert* |
| 114. Adnams, Craig** | 184. Mairs, Robin** |
| 115. Ahlberg, Mark** | 185. Manzotti, Maria** |
| 116. Ahmer, Matt** | 186. Martin, Wallace* |
| 117. Anderson, Carol** | 187. Marzolo, Gary** |
| 118. Andrews, Phillip** | 188. McArdle, Robert* |
| 119. Avera, Stephanie** | 189. McElroy, Dean** |
| 120. Bailey, Lori** | 190. McGraw, Elizabeth* |
| 121. Beckley-Sybirski, Shannon** | 191. McKinley, Michelle** |
| 122. Boggio-Mocnik, Kathy** | 192. Middlebrook, Stacy** |
| 123. Boyle, Jeanette** | 193. Miller, Joe** |
| 124. Brady, Christopher* | 194. Miller, Roan** |
| 125. Brewer, Cynthia** | 195. Miller, Teresa** |
| 126. Brown, Angela** | 196. Mills, Amber** |
| 127. Burdshaw, Debbie** | 197. Minier, Michael** |
| 128. Burns, Bob** | 198. Mitchell, Ron** |
| 129. Carrington, John** | 199. Moen, Melissa** |
| 130. Chance, Peter** | 200. Morgan, John** |
| 131. Chapman, Mike** | 201. Murphy, Kelli** |
| 132. Chubb, Jon** | 202. Nahl, Robert** |
| 133. Cleveland, Rebecca** | 203. Nolan, Catherine** |
| 134. Compean, Leo** | 204. Norgren, Ryan** |
| 135. Copeland, Laura* | 205. O'Brien, Doug** |
| 136. Coppes, Paul** | 206. O'Brien, James** |
| 137. Cosenza, Brandon** | 207. O'Toner, Eric* |
| 138. Crookshanks, Susan** | 208. Olinger, Cathy** |
| 139. Cunningham, Craig** | 209. Oliphant, Rob** |
| 140. Degen, Marcus** | 210. Olsen, Shirley** |
| 141. DeLange, Lynn** | 211. Osborn, Kristen** |
| 142. Derry, Patrick* | 212. Panici, Raymond** |
| 143. Desiano, Ann Marie** | 213. Peet, Harlan** |
| 144. DiLeo, Tim** | 214. Pescara, Jane** |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, April 11, 2011
Certificated Employees

APPROVE 6/5th ASSIGNMENT 2nd SEMESTER

145. Donsker, Lindy**	215. Pinon, Ryan**
146. Dorn, Michelle**	216. Powers, Jim**
147. Engelhardt, Sally**	217. Prodan, Gillian**
148. Famalette, Dwyann**	218. Quinn, Cindy**
149. Farrier, Amy**	219. Rashoff, Monica**
150. Ferdinand, Justin**	220. Ritscher, Nathaniel**
151. Finnsson, Jamie**	221. Rosser, John**
152. Forster, Glenn**	222. Royal, Susan**
153. Fossum, Nolan**	223. Sanchez, Caren*
154. Fox, Megan**	224. Sanchez, Diane**
155. Garcia, Jeri**	225. Sanchez, Karen**
156. Garrett, Steve*	226. Sartoris, Reannah**
157. Georgia, David*	227. Schwartzberg, Jake**
158. Greenfield, Sherry*	228. Shults-Amon, Leesa*
159. Gross, Deanna**	229. Silberman, Erik**
160. Hackstadt, P.**	230. Skaff, Donald**
161. Haniger, Corrine**	231. Skinner, Phillip**
162. Hansen, Craig**	232. Snedeker, Joseph**
163. Harnett, Patrick**	233. Summers, Robert**
164. Harrington, Candice**	234. Threadgill, Ethan**
165. Harris, Robert*	235. Tinker, James**
166. Hegarty, Alison**	236. Triana, Elizabeth**
167. Henson, Tom**	237. Tribe, Joshua**
168. Herbold, Keith**	238. Trumble, Donovan**
169. Hernandez, Juan**	239. Waldukat, Andreas**
170. Hudson, Hannis**	240. Wallace, Tiffany**
171. Hulse, Michael**	241. Wenk, James**
172. Huerta, Eduardo**	242. Werner, Danny**
173. Jansen, Bob**	243. Westling, Kurt**
174. Jeung, Albert**	244. Williams, Pam**
175. Joerger, Lucille**	245. Williamson, Nancy**
176. Johnson, Dave**	246. Wilmer, James*
177. Kaiser, William**	247. Wingen, Tamarah**
178. Kearsley, John**	248. Woodward, Rick**
179. Kolenic, Rita**	249. Wright, Cyndi**
180. Krogsdale, Susan**	250. York, Mark**
181. Langdale, Kerry**	251. Young, Michael**

* Special Education teacher

** Not enough courses to hire an additional teacher (sections are within the site's staffing allocation)

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, April 11, 2011
Certificated Employees

APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
252. Campbell, Bryan	Teacher	STAP I	02/07/2011
253. Casteel, Janice	Teacher 20%	Teacher 40%	03/01/2011
254. Chapman, Autumn	STAP I	Teacher	02/07/2011
255. Devitis-Kruse, Terry	ETAP I	Teacher	01/03/2011
256. Dollar, Erin	STAP I	Teacher	02/07/2011
257. Finn, Natalie	Teacher 40%	Teacher 20%	03/01/2011
258. Hewitt, Celeste	Teacher 50%	Teacher 80%	09/07/2010
259. Hewitt, Celeste	Teacher 80%	Teacher 60%	02/07/2011
260. McClean, Robert	STAP I	Teacher	07/01/2010
261. Robinson, Katie	Teacher 80%	Teacher 100%	12/01/2010

APPROVE ADDITIONAL ASSIGNMENTS

262. After School "Homework Zone"-Niguel Hills MS
NTE 128 hours instructional pay @ \$35.00 per hour 02/07/2011-06/23/2011
263. Training After School for Reading Plus Training/Grant-Dana Hills HS
NTE 1.5 hours non-instructional pay @ \$30.00 per hour 02/09/2011
264. AP Review Sessions-Tesoro HS
NTE 145 hours instructional pay @ \$35.00 per hour 02/07/2011-05/02/2011
265. Attend/Participate in Beckman Science 3rd Grade "Chemical Tests" Trng-Staff Development
NTE 3.5 hours non-instructional pay @ \$30.00 per hour 01/22/2011
266. Attend/Participate in Beckman Science 3rd Grade "Structures of Life" Trng-Staff Development
NTE 3.5 hours non-instructional pay @ \$30.00 per hour 02/12/2011
267. Attend/Participate in Keystone Training-ELD
NTE 2 hours non-instructional pay @ \$30.00 per hour 02/02/2011
- Prep for EL After School Reading/Math Class for 2nd/3rd Grade Students-Ambuehl Elem
NTE 1 hour non-instructional pay @ \$30.00 per hour
02/28/2011-05/25/2011
268. Smith, Laura

Personnel Activity List Board of Trustees Regular Meeting, April 11, 2011
 Certificated Employees

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, April 11, 2011
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Tutoring After School-Las Palmas Elem
NTE 20 hours instructional pay @ \$35.00 per hour
09/08/2010-06/30/2011

279. Ririe, Martha

Teach After School to Support the ASES Grant-Las Palmas Elem
NTE 90 hours instructional pay @ \$35.00 per hour
02/07/2011-06/23/2011

280. Skelly, Barbara

Teach After School Per ASES After School Grant-Las Palmas Elem
NTE 100 hours instructional pay @ \$35.00 per hour
01/04/2011-06/23/2011

281. D'Aquanni, Christine

282. Gomez, Martha

Overnight Field Trip-Moulton Elem
Prorate Stipend @ \$106.00 per day
02/17/2011-02/18/2011

283. Frohling, Sandy

284. Neeve, Heidi

Overnight Field Trip-Moulton Elem
Prorate Stipend @ \$106.00 per day
02/24/2011-02/25/2011

285. Zeppa, Amy

Overnight Field Trip-Moulton Elem
Prorate Stipend @ \$106.00 per day
02/15/2011-02/16/2011

286. Collins, Nancy

287. Morgan, Elizabeth

Prep Time for Professional Development Workshop-RH Dana Elem
NTE 2 hours non-instructional pay @ \$30.00 per hour

288. Sykes, Marie

Teach After School Intervention Class-RH Dana Elem
NTE 38 hours instructional pay @ \$18.00 per hour
11/08/2010-04/27/2011

289. Jones, Nikki

Substitute for After School Reading Intervention Class-RH Dana Elem
NTE 4 hours instructional pay @ \$35.00 per hour
02/14/2011-06/09/2011

290. Norgren, Kristina

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, April 11, 2011
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Assist with Intervention Reading Class Before School-RH Dana Elem
NTE 63 hours instructional pay @ \$18.00 per hour
01/24/2011-06/23/2011

291. Cooper, Stephanie

Support the Academic Growth and Progress of 3rd Grade EL Students-Hidden Hills Elem
NTE 15 hours instructional pay @ \$35.00 per hour
01/31/2011-05/15/2011

292. Asakowicz, Laurie

294. Morgan, Lynne

293. Benjoya, Eva

Teach After School Intervention Class-San Juan Elem
NTE 6 hours instructional pay @ \$35.00 per hour
02/08/2011-06/23/2011

295. Godinez, Renee

Teach After School Intervention Class-San Juan Elem
NTE 7 hours instructional pay @ \$35.00 per hour
02/08/2011-06/23/2011

296. Tawil, Gracie

Teach After School Intervention Class-San Juan Elem
NTE 8 hours instructional pay @ \$18.00 per hour
02/08/2011-06/23/2011

297. Espinoza, Sara

Attend Meetings to Support Attendance Goals to Enhance Academic Achievement-Viejo Elem
NTE 15 hours non-instructional pay @ \$30.00 per hour
02/02/2011-06/23/2011

298. Victa, Cleo

Provide Academic Instruction to Students Participating in ASES Grant After School-Viejo Elem
NTE 136 hours instructional pay @ \$35.00 per hour
02/14/2011-06/23/2011

299. Narr, Cherise

301. Rager, Mike

300. O'Halloran, Karen

Teach Math Village Pre Algebra-Aliso Viejo MS
NTE 11 hours instructional pay @ \$35.00 per hour
11/15/2011-05/30/2011

302. Herbold, Keith

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, April 11, 2011
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Soar to Success Class-Aliso Viejo MS

NTE 5 hours instructional pay @ \$35.00 per hour
01/24/2011-06/10/2011

303. Anderson, Carol

Math Village of Falcon Focus Homework Club-Aliso Viejo MS

NTE 5 hours instructional pay @ \$35.00 per hour
01/24/2011-06/10/2011

304. Hegarty, Alison

305. Kluck, Jane

Teach Falcon Focus Homework Club-Aliso Viejo MS

NTE 25 hours instructional pay @ \$35.00 per hour
02/07/2011-06/10/2011

306. Monroe, Jana

308. Werner, Dan

307. Mosconi, Victor

Teach After School Science Activity Class-Marco Forster MS

NTE 38 hours instructional pay @ \$35.00 per hour
02/01/2011-05/27/2011

309. Bottino, Vivian

Teach After School ZAP Homework Club-Marco Forster MS

NTE 100 hours instructional pay @ \$35.00 per hour
01/03/2011-06/23/2011

310. Sottile, Wendy

Teach After School Fitness Fun Class-Marco Forster MS

NTE 38 hours instructional pay @ \$35.00 per hour
02/01/2011-05/27/2011

311. Bustamante, John

Teach After School ZAP Homework Club-Marco Forster MS

NTE 50 hours instructional pay @ \$35.00 per hour
02/01/2011-06/23/2011

312. Dilloughery, Colleen

313. Goodwin, Michele

Saturday School Tutoring in Academic Areas-Marco Forster MS

NTE 20 hours instructional pay @ \$35.00 per hour
01/03/2011-06/22/2011

314. Boyle, Jeanette

317. Rivadeneyra, Mark

315. Corbin, Nick

318. Whiting, Carey

316. Gant, Tina

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, April 11, 2011
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Teach After School Homework Club Class-Marco Forster MS
NTE 52 hours instructional pay @ \$35.00 per hour
01/03/2011-06/23/2011

319. Deptola, Cheri

Teach After School Cooking Class-Marco Forster MS
NTE 32 hours instructional pay @ \$35.00 per hour
02/01/2011-05/27/2011

320. Deptola, Cheri

Teach After School Jewelry Class-Marco Forster MS
NTE 18 hours instructional pay @ \$35.00 per hour
02/01/2011-05/25/2011

321. Romero, Debra

Teach After School Martial Arts Class-Marco Forster MS
NTE 17 hours instructional pay @ \$35.00 per hour
10/04/2010-05/27/2011

322. Corbin, Nick

Teach After School Arts and Crafts Class-Marco Forster MS
NTE 16 hours instructional pay @ \$35.00 per hour
10/04/2010-05/27/2011

323. Barker, Karoline

Teach Photoshop/Computer Programs to After School Yearbook Class-Marco Forster MS
NTE 12 hours instructional pay @ \$35.00 per hour
01/03/2011-06/22/2011

324. Rivadeneyra, Mark

Keystone Planning-Marco Forster MS
NTE 12 hours non-instructional pay @ \$30.00 per hour
01/17/2011-06/22/2011

325. Soboleski, Amanda

Teach After School Leaded Glass Class-Marco Forster MS
NTE 18 hours instructional pay @ \$35.00 per hour
02/01/2011-05/27/2011

326. Takach, Eric

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, April 11, 2011
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

327. Royal, Susan
Homework Club for EL Students-Newhart MS
NTE 60 hours instructional pay @ \$35.00 per hour
02/07/2011-06/22/2011
328. Ponce, Dave
ELD Advisor-Wagon Wheel Elem
NTE 15 hours non-instructional pay @ \$30.00 per hour
09/01/2010-06/23/2011
329. Royal, Susan
Teach After School Homework Club-Newhart MS
NTE 50 hours instructional pay @ \$35.00 per hour
02/07/2011-06/22/2011
330. Choi, Yeon
Teach After School Choir Class-Niguel Hills MS
NTE 85.72 hours instructional pay @ \$35.00 per hour
12/13/2010-06/23/2011
331. Pagel, Velda
Before School Math Intervention Class-Niguel Hills MS
NTE 16 hours instructional pay @ \$35.00 per hour
02/07/2011-06/23/2011
332. Freeman, Denene
Before School English Writing Workshop Intervention Class-Niguel Hills MS
NTE 37 hours instructional pay @ \$35.00 per hour
02/07/2011-06/23/2011
333. Steidle, Gwynne
Before School Math Intervention Class-Niguel Hills MS
NTE 19 hours instructional pay @ \$35.00 per hour
02/07/2011-06/23/2011
334. Evans, Laura
Proctor the OLSAT-Niguel Hills MS
NTE 3 hours non-instructional pay @ \$30.00 per hour
02/26/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, April 11, 2011
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Substitute Teach After School Activate Program-Shorecliffs MS
NTE 20 hours instructional pay @ \$35.00 per hour
01/26/2011-06/22/2011

335. Doyle, LaRonda

Homework Club After School Program-Vista Del Mar MS
NTE 14 hours instructional pay @ \$35.00 per hour
02/28/2011-06/22/2011

336. Lewis, John

Saturday School Supervision-Aliso Niguel HS
NTE 20 hours instructional pay @ \$35.00 per hour
02/07/2011-06/23/2011

337. Bennett, Katie

342. Martin, Debra

338. Bucher, Ernie

343. Morgan, Robert

339. Chavez-Rock, Barbara

344. Smith, Sarah

340. Croix, Nora

345. Turney, Jason

341. Marsh, Barbara

346. Weinstein, Dave

Teach After School Tutorial and Homework Center -Dana Hills HS
NTE 30 hours instructional pay @ \$35.00 per hour
01/24/2011-06/22/2011

347. Prinz, Jeff

349. Sampson, Timothy

348. Rigby, Michael

350. Violette, Jan

AVID Support and Program Development-Dana Hills HS
NTE 40 hours non-instructional pay @ \$30.00 per hour
01/24/2011-06/22/2011

351. Mairs, Robin

AVID Support and Program Development-Dana Hills HS
NTE 18 hours non-instructional pay @ \$30.00 per hour
01/24/2011-06/22/2011

352. Sampson, Timothy

Teach Saturday School for Second Semester-San Clemente HS
NTE 40 hours instructional pay @ \$35.00 per hour
02/04/2011-06/22/2011

353. Chapman, Autumn

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, April 11, 2011
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

After School Tutorial Teacher-San Clemente HS
NTE 200 hours instructional pay @ \$35.00 per hour
09/08/2010-06/18/2011

354. Satterlee, Robin
355. Townsend, Amy

356. Young, Gregory

ELD Advisor-San Juan Hills HS
NTE 100 hours non-instructional pay @ \$30.00 per hour
02/10/2011-06/24/2011

357. Villalba, Fernanda

ADD Initiative for Peer Coaching and Collaboration-San Juan Hills HS
NTE 30 hours non-instructional pay @ \$30.00 per hour
10/01/2010-06/23/2011

358. Powers, Kerri

Saturday School Proctor-Tesoro HS
NTE 4 hours instructional pay @ \$35.00 per hour
02/26/2011

359. Ruffer, Stacy

Saturday School Proctor-Tesoro HS
NTE 4 hours instructional pay @ \$35.00 per hour
01/22/2011

360. Ruffer, Stacy

Development of ATP Referral Packet and Program Description with Video-Adult Transition
NTE 9 hours non-instructional pay @ \$30.00 per hour
03/01/2011-06/01/2011

361. Clothier, Cindy
362. Halterman, Roger
363. Jimenez, Jeremiah
364. Lavinger, Melanie
365. Lavinger, Steve

366. Robustelli, Lucille
367. Snowden, Marybeth
368. Thibeau, Lori
369. Waterbury, Nilsa

Attend CAT Classes-Special Education
NTE 21 hours non-instructional pay @ \$30.00 per hour
02/08/2011-03/10/2011

370. Guckert, Cheryl

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, April 11, 2011
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend CAT Classes-Special Education

NTE 28.5 hours non-instructional pay @ \$30.00 per hour
09/21/2010-03/10/2011

371. Manganiello, Gwen

Conduct Capistrano Home School Testing-Ed Division

NTE 3 hours instructional pay @ \$35.00 per hour
03/01/2011

372. Ridgeway, Damon

After School ADD Training-State and Federal Programs

NTE 8 hours non-instructional pay @ \$18.00 per hour
01/07/2011

373. Gries, Vernon

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent
FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services
SUBJECT: **QUARTERLY REPORT-WILLIAMS SETTLEMENT
UNIFORM COMPLAINT**

BACKGROUND INFORMATION

As a result of the Williams Settlement, Education Code §35186 mandates school districts establish policies and procedures to resolve deficiencies related to textbooks and instructional materials, teacher vacancies or misassignments, facility conditions posing a threat to student/staff health or safety, and instruction and services for the California High School Exit Examination (CAHSEE).

The law also requires that districts report any deficiencies or the absence of deficiencies to the Board of Trustees at a regularly scheduled public meeting. In addition, this information needs to be shared with the Orange County Superintendent of Schools.

CURRENT CONSIDERATIONS

This agenda item presents for review the Williams report from the third quarter of the 2010-2011 school year. These reports are monitored by Executive Director, Risk Management/Compliance, Jeffrey Bristow. In the past quarter, the District has not received any valid Williams complaints concerning its textbooks and instructional materials, teacher vacancies or misassignments, facilities conditions posing a threat to student/staff health or safety, and instruction and services for the CAHSEE (Exhibit A).

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

It is recommended the Board accept this report.

2010-2011 Quarterly Report on Williams Uniform Complaints [Required by Education Code section 35186]

District: Capistrano Unified School District

Person completing this form: Jeffrey Bristow

Title: Executive Director, Risk Management and Compliance

- | | | |
|--|--------------------------------|---------------------------------------|
| <input type="checkbox"/> Quarter #1 | July 1 to September 30, 2010 | Report due by October 29, 2010 |
| <input type="checkbox"/> Quarter #2 | October 1 to December 31, 2010 | Report due by January 31, 2011 |
| <input checked="" type="checkbox"/> Quarter #3 | January 1 to March 31, 2011 | Report due by April 29, 2011 |
| <input type="checkbox"/> Quarter #4 | April 1 to June 30, 2011 | Report due by July 29, 2011 |

Date for information to be reported publicly at governing board meeting: April 11, 2011

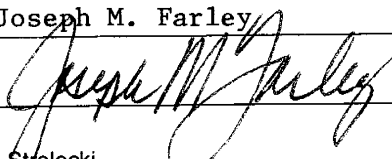
Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancies or Misassignments	0		
Facility Conditions	0		
CAHSEE Intensive Instruction & Services (High school districts only. All other districts answer N/A)	0		
TOTALS	0		

Print name of Superintendent: Joseph M. Farley

Signature of Superintendent:



Date: 3/24/11

Please submit to:

Suzie Strelecki
Senior Administrative Assistant
200 Kalmus Drive, B-1009
P.O. Box 9050, Costa Mesa, CA 92628-9050
(714) 966-4336 or fax to: (714) 549-2657

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent
FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services
SUBJECT: **MASTER TEACHER PAYMENT**

BACKGROUND INFORMATION

Student teachers from various universities are placed in the District throughout the school year. Current university agreements specify that institutions pay master teachers a nominal stipend for their supervision and support of student teachers. The 2008-2009 school year ended the traditional practice of the university reimbursing the District for these fees. This year California State University, Fullerton has agreed to reimburse the District for all costs associated with compensating master teachers.

CURRENT CONSIDERATIONS

It is now appropriate for the Board to approve the final payment to master teachers who supervised student teachers during the first semester of the 2010-2011 school year. As provided in the agreement with each university, master teachers are paid either a flat rate or a per unit calculation at the conclusion of the student teacher's assignment.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve payment to the District master teacher who supported a student teacher during the 2010 fall semester:

CALIFORNIA STATE UNIVERSITY, FULLERTON

<u>Master Teacher</u>	<u>Student Teacher</u>	<u>Location</u>	<u>Amount</u>
Tokatlian, Jodie	Newman, Melissa	Bathgate	\$100

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Joseph M. Farley, Superintendent
FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services
SUBJECT: **STUDENT TEACHING AGREEMENT, CALIFORNIA STATE
UNIVERSITY, FULLERTON, CAL STATE TEACH PROGRAM**

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. Student teaching is the fieldwork experience necessary to earn a California Teaching Credential.

CURRENT CONSIDERATIONS

This agenda item presents for Board approval the renewal of a Student Teaching Agreement with the California State University, Fullerton, Cal State Teach Program (Exhibit A).

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

It is recommended the Board approve the renewal of the California State University, Fullerton, Cal State Teach Program to extend the field-based support for developing teachers (Exhibit A).

**CALIFORNIA STATE UNIVERSITY, FULLERTON
STUDENT TEACHING AGREEMENT FOR THE
CAL STATE TEACH PROGRAM**

THIS AGREEMENT entered into by and between the State of California acting through the Trustees of the California State University on behalf of California State University, Fullerton, 2600 East Nutwood Avenue, Suite 300, Fullerton, CA 92831, hereinafter called "University", and *Capistrano Unified School District* hereinafter called the "District".

WITNESSETH

WHEREAS, the District is authorized to enter into agreements with the University to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the University; and

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

SPECIAL PROVISIONS

The **SERVICES** to be provided by District to University shall not exceed 10 semester units of practice teaching per semester.

TERM OF AGREEMENT

This Agreement shall remain in full force and effect for a term of five years beginning on January 3, 2011 through December 31, 2016. However, either party may cancel this Agreement upon thirty (30) days prior written notice.

Performance under this Agreement shall be reviewed annually by both parties and at the time of the annual review the parties may mutually agree to additional one year extensions of the Agreement.

GENERAL TERMS

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

The District may, at its sole discretion, refuse to accept any student of the University assigned to practice teaching in the District. Upon request of the District, at its sole discretion, the University shall terminate the assignment of any student of the University to practice teaching in the District.

"Practice Teaching" is used herein and elsewhere in this agreement means active participation in the duties and functions of classrooms teaching under the direct supervision instruction of employees of the District

holding valid professional diplomas issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. An assignment of a student of the University to practice teaching in schools or classes of the Districts shall be at the discretion of the University, for approximately sixteen (16) weeks, but a student may be given more than one (1) assignment by the University to practice teaching in such schools or classes.

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.

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

INSURANCE

1. The University and District shall secure and maintain at all times during the Term, at their respective sole expense, professional general liability insurance covering themselves and their respective employees.
 - A. Such coverage provided by the University and District may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.
 - B. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
 - 1) Each Occurrence \$1,000,000
 - 2) General Aggregate \$2,000,000
 - C. The University and District shall each secure and maintain at all times during the Term of the contract, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employee. Such coverage provided by The University and District may be afforded via commercial insurance or self-insurance.
 - D. Business Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit no less than One Million Dollars (\$1,000,000) per occurrence.
 - E. The District shall not be responsible for worker's compensation insurance for student teachers.

The University and District shall further provide for thirty (30) day advance written notice of any modification, change or cancellation of any of the above insurance coverages.

The foregoing insurance limits and /or requirements as referred to under Section (B) above shall be subject to changes in, or modifications or, coverage, forms, and/or limits as mandated from time to time by insurance

programs of the parties. When such changes or modifications are mandates, the parties shall agree to renegotiate requirements for insurance coverage, forms and/or limits within thirty (30) days from receipt of notification by either party of such change. The period for renegotiation shall be thirty (30) days. New contract terms regarding coverage, forms, and/or limits shall be mutually agreed upon by the parties and shall be evidenced by a written addendum to this Agreement within the period for renegotiation. If the parties are unable to renegotiate said coverage, forms, and/or limits, this Agreement shall automatically terminate at the end of the thirty (30) day period following renegotiation unless the parties mutually agree to extend the period for renegotiation and additional thirty (30) days.

2. The University shall self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

The State of California has elected to be self-insured for its general liability, vehicle liability, worker's compensation and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insurance program. Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations or under an official contract or license agreement, they should be referred to the State Board of Control, State of California, Tort Liability Section, 1515 K Street, Sacramento, CA 95814. Any claims regarding property are to be referred to the California State University, Risk Manager, 400 Golden Shore, Suite 210, Long Beach, CA 90802.

TIME

Time is of the essence of the Agreement

GOVERNING LAW

This Agreement will be governed by the laws of the State of California and shall in all respects be interpreted, enforced and governed by California laws.

INDEMNIFICATION

Pursuant to the provisions of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of, or resulting from, negligent acts or omissions of the indemnifying party.

FINGERPRINTING/BACKGROUND CHECKS

In accordance with California Education Code Section 44320 (b), each credential candidate prior to assignment to District must obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service. The University will ensure that student's receive a Certificate prior to beginning their assignment in the District.

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY
CALIFORNIA STATE UNIVERSITY
FULLERTON

DISTRICT
CAPISTRANO UNIFIED
SCHOOL DISTRICT

By: _____
Tia Damron

By: _____

Title: Contract Analyst

Title: _____

Date: _____

Date: _____

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 _____, 2011.

“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 District for practice teaching, be approved; and the _____ is hereby authorized to execute the same.”

Capistrano Unified School District

(District)

San Diego

(County)

By _____

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Jack R. Brick, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: Joseph M. Farley, Superintendent

SUBJECT: RESOLUTION NO. 1011-48, ROLE OF THE BOARD: POWERS AND RESPONSIBILITIES

BACKGROUND INFORMATION

At the March 23, 2011, meeting Trustees reviewed a previously adopted resolution on the role, powers, and responsibilities of the Board. The Board suggested numerous revisions and changes in the previous resolution that were incorporated into the revised version that may be found in the exhibit to this item. Due to the extensive revisions, the customary illustration of the changes in block-out font has not been provided.

CURRENT CONSIDERATION

This agenda item seeks Board approval of the revised resolution (Exhibit A).

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

Following Trustee review of the changes to this resolution, it is requested that the Board adopt Resolution No. 1011-48, Role of the Board: Powers and Responsibilities (Exhibit A) reaffirming the statement regarding the general powers and responsibilities of the Board.

DISCUSSION/
ACTION

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1011-48
ROLE OF THE BOARD: POWERS AND RESPONSIBILITIES

WHEREAS, AS A MEMBER OF THE BOARD OF TRUSTEES, I understand that my primary responsibility is to assure that each student develops his or her unique abilities to the highest possible educational level; and

WHEREAS, the welfare of students must be given first priority in any action taken as a Board member, within the framework imposed on the District by state and federal legislation; and

WHEREAS, preparing each student for the highest possible educational level requires sensitivity to individual student interests, needs, and goals; and

WHEREAS, this also requires an instructional program that provides multiple pathways to post-secondary experiences while emphasizing preparedness, critical thinking, critical analysis, life-long learning; and

WHEREAS, I believe attainment of these goals is related to the degree of local freedom for decision-making, to enable my decisions as a Trustee to reflect the desire of local school constituents regarding public education in general, and specifically, within the Capistrano Unified School District; and

WHEREAS, my accountability to local constituencies includes open, responsive, honest, and transparent governance under the umbrella of public education; and

WHEREAS, I am a member of a policy-making board which speaks as a body and, as such, I have limited individual authority outside official meetings of the Board. Furthermore, I understand the success of the Capistrano Unified School District's educational programs is dependent, in part, on my ability to work with my fellow Trustees in a spirit of harmony and cooperation, despite differences of opinions. I understand these agreements require a sense of loyalty to other Trustees and respect for cooperatively reached decisions by the Board majority; and

WHEREAS, I recognize the need to support and promote the professionalism of all employees of the District because the success of students is related directly to the quality of employee performance. As such, I accept my responsibility to consider the needs and concerns of employees from the perspective of an employer.

THEREFORE, BE IT RESOLVED AS A MEMBER OF THE BOARD OF TRUSTEES, I will strive to make decisions based upon providing the best educational opportunities for the students of the Capistrano Unified School District within the expressed views of the local citizenry and the guidelines of state and federal legislation.

It shall be the responsibility of the Superintendent, in his preparation of the agenda for the annual organizational meeting, to provide for the annual adoption of this resolution by the Board of Trustees.

PASSED AND ADOPTED, on this 11th day of April 2011, by the Board of Trustees of the Capistrano Unified School District.

Ayes: _____
Noes: _____
Absent: _____

Secretary, Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Jack R. Brick, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: Joseph M. Farley, Superintendent

SUBJECT: **REPORT AND PRESENTATION CONCERNING THE 160TH
ANNIVERSARY OF SAN JUAN ELEMENTARY SCHOOL**

BACKGROUND INFORMATION

On March 25, 2011, San Juan Elementary School celebrated its 160th anniversary as a public school. It opened in 1850 as the first public school in Southern Los Angeles County, which is the current Orange County.

CURRENT CONSIDERATIONS

Information will be shared concerning the history of San Juan Elementary School. Additionally, Mrs. Silvia Pule, Principal at San Juan Elementary School, will receive a token of appreciation from the Board of Trustees and the District in recognition of the year-long planning that went into the school's anniversary celebration and ceremony.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

It is recommended the Board recognize Superintendent Farley, who will then recognize Mrs. Pule, staff, and volunteers who contributed to the anniversary celebration and ceremony.

INFORMATION/
DISCUSSION

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Jack R. Brick, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: Joseph M. Farley, Superintendent

SUBJECT: **PROPOSED INDEPENDENT STUDY HIGH SCHOOL**

BACKGROUND INFORMATION

During the 2007-2008 school year, the District transferred 624 students to Alternative, Community and Correctional Education Schools and Services (ACCESS). ACCESS offers an independent study program that has a flexible and independent option for many District students. During the 2007-2008 school year, over \$3.5 million, an estimated average daily attendance (ADA) rate of \$5,700 per student, was lost to the District. Three years ago, the District initiated an effort to reduce the number of students being referred to ACCESS in order to recoup lost ADA and serve the needs of District students. A 60 percent decline in referrals, at an average annual ADA of \$5,000 per student currently, has resulted in a revenue increase of \$1.87 million annually.

2007-2008	2008-2009	2009-2010	2010-2011
624	515	295	252

With a decrease in ACCESS referrals, it is necessary to develop independent study options in the District in order to meet the needs of all students. A task force comprised of administrators and guidance counselors was established to look at current practices in the surrounding areas that provide independent study options to secondary students. Most districts in Orange County have established an independent study high school.

The District currently offers independent study opportunities through each high school as a special program called Fresh Start. Through the Fresh Start program, students earn credits by meeting once a week with a single subject certificated teacher who collects assigned work, assists the students with uncompleted work, and gives assessments in all subject areas. Fresh Start students are able to concurrently enroll in a maximum of two courses each semester at their neighborhood high school. Students are able to earn a comprehensive high school diploma from their home school, whether or not they have completed all or part of their coursework through the Fresh Start independent study program. Through the establishment of an independent study high school, a student's diploma would accurately reflect the pathway that a student chose in

order to earn a high school diploma. Fresh Start is currently not able to meet the full range of needs for all students who might prefer an independent study program.

CURRENT CONSIDERATIONS

It is the recommendation of the Task Force on Independent Study that the District establish an independent study high school with its own California, District, School (CDS) code, budget, name, and staffing allocation. The high school would offer a comprehensive independent study program to meet the needs of a growing population of students interested in alternative high school programs, especially those that include online learning opportunities. This interest is evidenced by growing enrollments in charter schools and local private schools, which now offer online learning.

The independent study high school would accomplish the following:

- Serve a wide range of students with unique needs; this may include students who are highly gifted, have health issues, need to work, have fallen behind in their studies and/or need a more individualized approach in order to graduate, and prefer online learning or need flexibility in their schedules.
- Provide the opportunity for students to combine an independent study program with concurrent enrollment in the comprehensive high school for two periods of academics or electives, including athletics and performing arts.
- Provide online learning similar to programs currently being widely offered by charter schools, ACCESS, and private schools.
- Provide a continuation of independent study for interested students who are currently enrolled in the K-8 Capistrano Home School Program, formerly known as Capistrano Home Outreach Options for Student Education.
- Provide self-paced learning with one-to-one guidance from a No Child Left Behind (NCLB) highly qualified teacher in each subject area.
- Work cooperatively with parents to develop an educational plan that best meets the needs of their child.
- Maximize the opportunity for students to demonstrate a high level of commitment, self-reliance, motivation, organizational skills, and self-direction.
- Provide a dropout prevention or recovery mechanism for discouraged students who may have little connection with the comprehensive high school, which is an alternative to sending them to the county ACCESS program.
- Provide the opportunity for students to develop close relationships with teachers in one-to-one and small group settings, and take charge of their own learning through an individualized approach.

The independent study classes will be provided in the following network of locations:

- Students will meet with their teachers through a network of satellite locations, similar to the current structure for Fresh Start.

The following programs and services will be available:

- Students may enroll in independent study on a short or long-term basis, and on a full-time basis, or in conjunction with courses taken concurrently on high school campuses.
- Students may be concurrently enrolled at their home school for a maximum of two classes. The maximum of two classes is established according to state law, which requires independent study students to spend the majority of their day in the independent study program.
- Students in the independent study high school may become eligible to participate in athletics through a multiple school agreement with the California Interscholastic Federation (CIF).
- Independent study students may also be concurrently enrolled in Saddleback Community College under the District's Concurrent Enrollment Agreement.
- In order to receive a diploma from the neighborhood school, students must be enrolled in that high school on the first day of the spring semester of their senior year. Seniors may also receive a diploma from their home high school if they have met the minimum concurrent enrollment criteria over the previous four years.

The curriculum will be offered in a wide range of possibilities, as follows:

The proposed curriculum will provide a full range of college preparation, honors, and advanced placement opportunities for independent study students in compliance with Education Code §51746, which states that the education students receive, using independent study, should be at least equal in quality and quantity to that offered in the classroom.

- Students will be enrolled in a full course load each semester (up to 30 credits) in order to graduate on time.
- An example of course offerings and the options for course completion are included (Exhibit A).
- The independent study high school will continue the use of teacher-directed independent study currently used in Fresh Start. The curriculum has received University of California A-G approval.
- Online learning will be provided using Apex Learning, Inc., (Apex) curriculum, currently being used in the academic intervention course at each high school. The curriculum includes levels from remediation to college prep and advanced placement course work.
- Both teacher-directed independent study and online learning will require weekly contact with a NCLB highly qualified teacher.
- Education Code §51745(l) requires that students with an active Individual Educational Program (IEP) may be placed in an independent study program at the discretion of the IEP team. The needs of special education students will be identified through the IEP process and participation may include concurrent enrollment within the home school.
- The needs of English Learners may be met through concurrent enrollment at the home school in required English language development courses.

Staffing will be provided based upon the following:

- Initially, the school will have an enrollment of approximately 75 freshmen and sophomore students. The teacher staffing allocation will be determined by ADA.
- As the school adds grade levels, staffing will be expanded as determined by ADA.
- Staffing of the school will include hiring a site administrator.
- As the school adds grade levels, an academic advisement and registrar services will be provided.

The following steps will be followed to establish the independent study high school:

- The independent study high school will be named according to Board policy through a committee of the Board.
- The District will submit a request to the state for a CDS code.

The expansion of the school will occur as follows:

- The independent study high school will be open to freshmen and sophomore students for fall of 2011.
- Juniors will be added in the fall of 2012.
- Seniors will be added in the fall of 2013.
- The Fresh Start program will be fully integrated into the independent study high school by fall 2013.
- Fresh Start juniors and seniors may continue their enrollment in Fresh Start through graduation.

The next steps will include:

- The District will submit requests and complete the process for UC approval of courses for the independent study high school.
- The District will acquire Apex licenses for online participation.
- The District will apply for a multiple-school agreement with CIF by May 31, 2011, for eligibility in the fall of 2011.

FINANCIAL IMPLICATIONS

Funding will be provided through the general fund apportionment based on ADA. Staffing currently provided for Fresh Start will be shifted to the independent study high school over the next three years.

STAFF RECOMMENDATIONS

It is recommended the Board President recognize Joseph M. Farley, Superintendent, to present the proposed independent study high school.

Following discussion, it is recommended the Board give conceptual approval to the establishment of an independent study high school, and establish a committee of the Board to determine the name for the new school.

DISCUSSION/
ACTION

CAPISTRANO INDEPENDENT STUDY HIGH SCHOOL
Example of Course Options

Grade 9 (6 classes per semester)	Comprehensive High School	Weekly Instruction with Online Support	Packet
English I	X		X
Accelerated English I	X	X	
Algebra I	X	X	X
Geometry	X	X	
Algebra II/Trigonometry	X	X	
Coordinated Science I	X		X
Biology	X	X	
Health / College & Career Planning One semester	X	X	X
Geography (One Semester)	X		X
PE 9 or Sport	X		X
World Language I	X		
World Language II	X		
Elective (.5)	X		X

Grade 10 (6 classes per semester)	Comprehensive High School	Weekly Instruction with Online Support	Packets
English II	X		X
Accelerated English II	X	X	
Algebra I	X	X	X
Geometry	X	X	
Algebra II/Trigonometry	X	X	
PreCalculus	X	X	
Coordinated Science II	X		X
Chemistry	X	X	
Biology AP	X		
World History Geography, & Culture	X		X
AP European History	X	X	
PE or Sport	X		X
World Language II or III	X		
World Language III	X		

CAPISTRANO INDEPENDENT STUDY HIGH SCHOOL
Example of Course Options

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Grade 11 (at least 5 classes per semester)	Comprehensive High School	Weekly Instruction with Online Support	Packets
English III	X		X
Language & Composition AP	X	X	
Geometry	X	X	
Algebra II	X	X	
PreCalculus	X	X	
Calculus AB	X	X	
Calculus BC	X	X	
United States, History	X	X	X
American History AP	X	X	
Physics	X		
Physics AP	X	X	
Chemistry AP	X	X	
Biology AP	X	X	
Environmental Science AP	X	X	
World Language III	X		
World Language IV	X		
Electives - Visual & Performing Arts	X		X

Grade 12 (at least 5 classes per semester)	Comprehensive High School	Weekly Instruction with Online Support	Packets
English Literature	X		X
Literature/ Composition AP	X	X	
PreCalculus	X	X	
Calculus AB	X	X	
Calculus BC	X	X	
Statistics AP	X	X	
Economics (One semester)	X		X
American Government (One semester)	X		X
American Government & Politics/Economics AP	X	X	
Physics AP	X	X	
Chemistry AP	X	X	
Biology AP	X	X	
Environmental Science AP	X	X	
World Language IV	X		
World Language AP	X		

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Jack R. Brick, President
and Members
Board of Trustees

FROM: Joseph M. Farley, Superintendent

SUBJECT: **PROPOSED ADOPTION OF 2011-2012 SCHOOL CALENDAR**

BACKGROUND INFORMATION

The Capistrano Unified School District Calendar Task Force was established in November 2006. The Task Force is composed of members representing all of the 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 Business Services departments. The Task Force meets annually, or more often when needed, 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 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 average daily attendance (ADA).

Since 2007, the Board of Trustees adopted calendars for the academic years consistent with these factors. The Calendar Task Force reconvened in June 2010 and again in February 2011 to design a proposed calendar for the 2011-2012 academic year, which also reflects these tenets.

CURRENT CONSIDERATIONS

This item presents for Board consideration a proposed school calendar for the 2011-2012 school year (Exhibit A).

The recommended calendar maintains consistency with the previous District calendars, specifically:

- Students return to school on the Wednesday after Labor Day.
- The only fall recess day is Veterans Day, per Education Code §79020.
- 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 (Exhibit A) be 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. Due to the uncertainty of the state budget, including educational funding for fiscal year 2011-2012, the current proposed calendar may need to be revised upon final budget.

FINANCIAL IMPLICATIONS

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

STAFF RECOMMENDATIONS

It is recommended the Board President recognize Michelle Benham, Executive Director, Assessment & Research, to present the Proposed School Calendar for the 2011-2012 school year (Exhibit A).

Following discussion, it is recommended the Board of Trustees approve the 2011-2012 Proposed School Calendar.

DISCUSSION/
ACTION

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

INDEPENDENCE DAY HOLIDAY (Legal Holiday)	Monday, July 4, 2011
Adult Transition Program (ATP) – Teacher Pre-service Days	Monday-Tuesday, Aug. 15-16, 2011
<u>OPENING DAY OF SCHOOL-Adult Transition Program (ATP)</u>	Wednesday, Aug. 17, 2011
LABOR DAY (Legal Holiday)	Monday, Sept. 5, 2011
New Teacher – Pre-service Day	Thursday, Sept. 1, 2011
All Teachers – Pre-service Day	Tuesday, Sept. 6, 2011
<u>OPENING DAY OF SCHOOL</u> (Elementary)	Wednesday, Sept. 7, 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
WINTER RECESS (Recess for Students and Teachers)	Monday-Monday, Dec. 19, 2011-Jan. 2, 2012
CHRISTMAS HOLIDAYS (Local and Legal 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
<u>SECOND SEMESTER BEGINS</u>	Monday, Feb. 6, 2012
LINCOLN DAY (Legal Holiday)	Friday, Feb. 17, 2012
WASHINGTON DAY (Legal Holiday)	Monday, Feb. 20, 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
MEMORIAL DAY (Legal Holiday)	Monday, May 28, 2012
Adult Transition Program Graduation	Wednesday, May 30, 2012
<u>LAST DAY OF SCHOOL FOR ATP Students/Staff</u>	Thursday, May 31, 2012
<u>LAST DAY OF SCHOOL FOR SECONDARY STUDENTS</u>	Wednesday, June 20, 2012
High School Graduation Ceremonies	Wednesday, June 20, 2012
Secondary Student Holiday	Thursday, June 21, 2012
<u>LAST DAY OF SCHOOL FOR ALL ELEMENTARY STUDENTS</u>	Thursday, June 21, 2012
LAST DAY OF SCHOOL FOR ALL TEACHERS	Thursday, June 21, 2012

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.

Board Approved:

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Jack R. Brick, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: Joseph M. Farley, Superintendent

SUBJECT: **CSEA/CUSD CONTRACT REOPENER PROPOSAL--
2011-2012 SCHOOL YEAR**

BACKGROUND INFORMATION

On September 28, 2010, the Board formally adopted a two-year settlement agreement between CUSD and CSEA. The current contract is in effect from July 1, 2010, through June 30, 2012.

Board Policy 4143.1 Public Notice–Issues of Meeting and Negotiations describes the steps to be taken by the Board and its authorized representatives in order to enter into a new agreement with an exclusive bargaining unit (Exhibit A). The District is submitting its proposal to reopen two articles so that 2011-2012 negotiations can be addressed within the context of current District and state economic challenges. On March 8, 2011, the District publically proposed negotiating the following articles:

- Article 3–Hours of Employment
- Article 11–Wages

CURRENT CONSIDERATIONS

This agenda item presents for Board consideration the District’s contract reopener proposal for the 2011-2012 school year. The District has not yet received a formal proposal from CSEA.

FINANCIAL IMPLICATIONS

Prior to final ratification of any agreement by the Board, there must be full disclosure of all financial implications in accordance with the provisions of AB 1200.

STAFF RECOMMENDATION

It is recommended the Board President recognize Jodee Brentlinger, Assistant Superintendent, Personnel Services, to present the District’s contract reopener proposal.

Following discussion, it is recommended the Board of Trustees approve the District’s reopener proposal for the 2011-2012 school year.

CSEA/CUSD Contract Reopener Proposals-
2011-2012 School Year
April 11, 2011
Page 2

STAFF RECOMMENDATION

It is recommended the Board President recognize Jodee Brentlinger, Assistant Superintendent, Personnel Services, to present the District's contract reopener proposal.

Following discussion, it is recommended the Board of Trustees approve the District's reopener proposal for the 2011-2012 school year.

DISCUSSION/
ACTION

PUBLIC NOTICE - ISSUES OF MEETING AND NEGOTIATIONS

Purpose

It is the policy of the Governing Board that the public be informed of the issues which are being negotiated and have full opportunity to express their views on the issues to the public school employer and to know the positions of their elected representatives. In order to implement this policy, the following procedures shall be utilized.

Procedures

1. All initial proposals of exclusive representatives of the District employees which relate to matters within the scope of representation shall be presented at a public meeting of the Board and thereafter shall be public record.
2. Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and the public has the opportunity to express itself regarding the proposal at a Board meeting.
3. After the public has had the opportunity to express itself, the Board shall, at a meeting which is open to the public, adopt its initial proposal.
4. Thereafter, meeting and negotiating may commence between the District and the exclusive representative, except that any new subjects arising after the presentation of initial proposal shall be made public within 24 hours. If a vote is taken on such subject by the public school employer, the vote thereon by each member voting shall also be made public within 24 hours. To comply with the procedures stated herein, negotiations issues may be brought to the Superintendent for placement on the School Board agenda according to Board procedures by an individual who is resident of the School District, who is the parent/guardian of a student in the School District, or who is an adult student in the District.

Further, such complaint may be filed at the Public Employment Relations Board Regional Office according to the regulations of the Public Employment Relations Board.

Legal Reference: (see next page)

PUBLIC NOTICE - ISSUES OF MEETING AND NEGOTIATIONS
(continued)

Legal Reference:

GOVERNMENT CODE

3547 Proposals relating to representation; informing public, adoption of proposals; new subjects; regulations

3547.5 Major provisions of agreement with exclusive representative

CODE OF REGULATIONS, TITLE 8

32075 PERB regional office defined

32900 EERA and HEERA Public Notice: requirements for governing boards to adopt policy

32910 Filing of EERA or HEERA complaint

Policy
adopted: February 24, 1997

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Jack R. Brick, President
And Members
Board of Trustees, Capistrano Unified School District

FROM: Joseph M. Farley, Superintendent

SUBJECT: **CUEA/CUSD CONTRACT REOPENER PROPOSALS-
2011-2012 SCHOOL YEAR**

BACKGROUND INFORMATION

On May 19, 2010, the Board formally adopted a three-year settlement agreement between CUSD and CUEA. The current contract is in effect from July 1, 2009, through June 30, 2012.

Board Policy 4143.1, Public Notice–Issues of Meeting and Negotiations describes the steps to be taken by the Board and its authorized representatives in order to enter into a new agreement with an exclusive bargaining unit (Exhibit A). The District is submitting its proposal to reopen two articles so that 2011-2012 negotiations can be addressed within the context of current District and state economic challenges. On March 8, 2011, the District proposed discussing the following articles:

- Article 8-Class Size
- Article 14-Wages

On March 28, 2011, CUEA presented the District with the association's proposal to reopen Article 13-Health and Welfare Benefits (Exhibit B).

CURRENT CONSIDERATIONS

This agenda item presents for Board consideration the District and CUEA's contract reopener proposals for the 2011-2012 school year.

FINANCIAL IMPLICATIONS

Prior to final ratification of an agreement by the Board, there must be full disclosure of all financial implications in accordance with the provisions of AB 1200.

STAFF RECOMMENDATION:

It is recommended the Board President recognize Jodee Brentlinger, Assistant Superintendent, Personnel Services, to present the CUEA contract reopener proposal.

Following discussion, it is recommended the Board of Trustees acknowledge receipt of the CUEA's proposal for the 2011-2012 school year, and approve the District's proposal.

CUEA/CUSD Contract Reopener Proposals-
2011-2012 School Year
April 11, 2011
Page 2

STAFF RECOMMENDATION:

It is recommended the Board President recognize Jodee Brentlinger, Assistant Superintendent, Personnel Services, to present the CUEA contract reopener proposal.

Following discussion, it is recommended the Board of Trustees acknowledge receipt of the CUEA's proposal for the 2011-2012 school year, and approve the District's proposal.

DISCUSSION/
ACTION

PUBLIC NOTICE - ISSUES OF MEETING AND NEGOTIATIONS

Purpose

It is the policy of the Governing Board that the public be informed of the issues which are being negotiated and have full opportunity to express their views on the issues to the public school employer and to know the positions of their elected representatives. In order to implement this policy, the following procedures shall be utilized.

Procedures

1. All initial proposals of exclusive representatives of the District employees which relate to matters within the scope of representation shall be presented at a public meeting of the Board and thereafter shall be public record.
2. Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and the public has the opportunity to express itself regarding the proposal at a Board meeting.
3. After the public has had the opportunity to express itself, the Board shall, at a meeting which is open to the public, adopt its initial proposal.
4. Thereafter, meeting and negotiating may commence between the District and the exclusive representative, except that any new subjects arising after the presentation of initial proposal shall be made public within 24 hours. If a vote is taken on such subject by the public school employer, the vote thereon by each member voting shall also be made public within 24 hours. To comply with the procedures stated herein, negotiations issues may be brought to the Superintendent for placement on the School Board agenda according to Board procedures by an individual who is resident of the School District, who is the parent/guardian of a student in the School District, or who is an adult student in the District.

Further, such complaint may be filed at the Public Employment Relations Board Regional Office according to the regulations of the Public Employment Relations Board.

Legal Reference: (see next page)

PUBLIC NOTICE - ISSUES OF MEETING AND NEGOTIATIONS
(continued)

Legal Reference:

GOVERNMENT CODE

3547 *Proposals relating to representation; informing public, adoption of proposals; new subjects; regulations*

3547.5 *Major provisions of agreement with exclusive representative*

CODE OF REGULATIONS, TITLE 8

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Policy
adopted: February 24, 1997

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California



Capistrano Unified Education Association

March 28, 2011

Jodee Brentlinger
Assistant Superintendent, Personnel
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Dear Jodee:

Per Article 12 in the collective bargaining agreement and applicable state law, CUEA submits the following as their initial reopener proposal in order to fulfill the public notice requirement per Government Code 3547.

Article 13 Health and Welfare Benefits

It is CUEA's intent, in compliance with Article 12 in the collective bargaining agreement as well as applicable state law, to meet and negotiate sufficiently in advance of the end of the current agreement in order for a new agreement to be reached.

Please contact me at your earliest convenience to schedule negotiations sessions.

Sincerely,

Christine Balentine
CUEA Executive Director

27422 Aliso Creek Road, Suite 100
Aliso Viejo, CA 92656

Phone: 949.900.2280
Fax: 949.900.2284
Website: www.cuea.org

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Jack R. Brick, President
And Members
Board of Trustees, Capistrano Unified School District

FROM: Joseph M. Farley, Superintendent

SUBJECT: **TEAMSTERS/CUSD CONTRACT REOPENER PROPOSAL-
2011-2012 SCHOOL YEAR**

BACKGROUND INFORMATION

On June 29, 2010, the Board formally adopted a three-year settlement agreement between CUSD and Teamsters. The current contract is in effect from July 1, 2009, through June 30, 2012.

Board Policy 4143.1, Public Notice–Issues of Meeting and Negotiations describes the steps to be taken by the Board and its authorized representatives in order to enter into a new agreement with an exclusive bargaining unit (Exhibit A). The District is submitting its proposal to reopen two articles so that 2011-2012 negotiations can be addressed within the context of current District and state economic challenges. On March 8, 2011, the District publically proposed discussing the following articles:

- Article 3-Hours of Employment
- Article 11-Wages

CURRENT CONSIDERATIONS

This agenda item presents for Board consideration the District's contract reopener proposal for the 2011-2012 school year. The District has not yet received a formal proposal from Teamsters.

FINANCIAL IMPLICATIONS

Prior to final ratification of an agreement by the Board, there must be full disclosure of all financial implications in accordance with the provisions of AB 1200.

STAFF RECOMMENDATION:

It is recommended the Board President recognize Jodee Brentlinger, Assistant Superintendent, Personnel Services, to present the Teamsters contract reopener proposal.

Following discussion, it is recommended the Board of Trustees approve the District's reopener proposal for the 2011-2012 school year.

DISCUSSION/
ACTION

PUBLIC NOTICE - ISSUES OF MEETING AND NEGOTIATIONS

Purpose

It is the policy of the Governing Board that the public be informed of the issues which are being negotiated and have full opportunity to express their views on the issues to the public school employer and to know the positions of their elected representatives. In order to implement this policy, the following procedures shall be utilized.

Procedures

1. All initial proposals of exclusive representatives of the District employees which relate to matters within the scope of representation shall be presented at a public meeting of the Board and thereafter shall be public record.
2. Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and the public has the opportunity to express itself regarding the proposal at a Board meeting.
3. After the public has had the opportunity to express itself, the Board shall, at a meeting which is open to the public, adopt its initial proposal.
4. Thereafter, meeting and negotiating may commence between the District and the exclusive representative, except that any new subjects arising after the presentation of initial proposal shall be made public within 24 hours. If a vote is taken on such subject by the public school employer, the vote thereon by each member voting shall also be made public within 24 hours. To comply with the procedures stated herein, negotiations issues may be brought to the Superintendent for placement on the School Board agenda according to Board procedures by an individual who is resident of the School District, who is the parent/guardian of a student in the School District, or who is an adult student in the District.

Further, such complaint may be filed at the Public Employment Relations Board Regional Office according to the regulations of the Public Employment Relations Board.

Legal Reference: (see next page)

PUBLIC NOTICE - ISSUES OF MEETING AND NEGOTIATIONS
(continued)

Legal Reference:

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3547 *Proposals relating to representation; informing public, adoption of proposals; new subjects; regulations*

3547.5 *Major provisions of agreement with exclusive representative*

CODE OF REGULATIONS, TITLE 8

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Policy
adopted: February 24, 1997

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Jack R. Brick, President
And Members,
Board of Trustees, Capistrano Unified School District

FROM: Joseph M. Farley, Superintendent

SUBJECT: **IMPLEMENTATION OF CSEA RESTORATION – FURLOUGH DAYS**

BACKGROUND INFORMATION

On September 28, 2010, the Board approved a two-year collective bargaining agreement with CSEA. Specific to the tentative agreement (Exhibit A, #16) was the restoration of furlough days. The base revenue limit increased from the Governor's January budget, activating the restoration that was explicitly connected to furlough days.

A letter from the Orange County Department of Education Business Services confirms that the base revenue limit for school districts did increase and the District has and will continue to receive the increased funding through June 30, 2011 (Exhibit B).

CURRENT CONSIDERATIONS

CSEA leadership, having met with their negotiating team and executive board, officially proposed an implementation plan that restores a total of five days to their members for the 2010-2011 school year and 3.5 days for the 2011-2012 school year. As proposed, classified employees would receive the two instructional furloughs already restored in January 2011 and the three non-statutory holidays (November 26, December 23 and April 8) for a total of five days in 2010-2011. The recommendation further proposes changes to furlough days in 2011-2012:

<u>Negotiated Agreement (2011-2012)</u>	<u>Restoration</u>	<u>2011-2012 Furlough Days</u>
9 month employees – 5 days	3.5 days	1.5 days
10 month employees – 5.5 days	3.5 days	2 days
11 month employees – 6 days	3.5 days	2.5 days
12 month employees – 6.5 days	3.5 days	3 days

Recognizing classified employees fall into part-time and full-time salaried positions as well as part-time hourly, CSEA is committed to provide balance and equity to the implementation of the restoration language across employee classifications. Since all employees incurred furlough days for both the student instructional days and three non-statutory holidays in 2010-2011, the recommended implementation plan may be applied to all classified employees equally. In addition, the restoration moving into the 2011-2012 school year also offers equity across the different employee calendars.

FISCAL IMPLICATIONS

The District and CSEA recognize the continued financial problems facing CUSD and school districts across the state. The cost to restore furlough days will undoubtedly be a topic pursued through upcoming negotiations.

STAFF RECOMMENDATION

It is recommended the Board President recognize Jodee Brentlinger, Assistant Superintendent, Personnel Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve the proposed implementation plan to restore CSEA furlough days.

DISCUSSION/
ACTION

**Terms of Tentative Agreement Reached Between the
Capistrano Unified School District and
California School Employees Association Chapter 224**

1. The following terms constitute the tentative agreement reached between the parties at 8:00 p.m. on September 1, 2010.
2. Term of the Agreement: This agreement shall be in full force and effect from July 1, 2010 to June 30, 2012. For fiscal 2011/2012 each party shall have the right to reopen two articles.
3. Except as modified herein, the agreement embodies all terms and conditions of the agreement between the Capistrano Unified School District and CSEA Chapter 224 that expired on June 30, 2010.
4. Tentative Agreements: In addition to the agreements set forth in this document, the parties incorporate by reference all other tentative agreements reached by the parties during these negotiations. Said other tentative agreements are attached to this document as Exhibit 1.
5. Work Year Modifications: Work year modifications as agreed to by the parties are attached to this document as Exhibit 2. For fiscal 2010/2011 the work modifications that commence this year are those that modify the employee work calendar to 192 work days including the following classifications- Independence Facilitator-Autism, IBI Assistant/Tutor and Senior IBI Assistant/Tutor. All other work year reductions set forth in Exhibit 2 commence in fiscal 2011/2012.
6. Salary Schedule: Section 11.1 shall be modified as follows: Effective July 1, 2010, the 2009/2010 classified pay schedule shall be reduced by 0.7% [seven-tenths of 1%] up to and including June 30, 2011. Effective July 1, 2011, the classified pay schedule shall be restored to the amount set forth in the 2009/2010 pay schedule.
7. Furlough Days: Section 11.1.1 shall be added as follows:

For fiscal 2010/2011 classified unit members shall take furlough days as follows:

 - a. Nine Month Employees – 5 days
 - b. Ten month Employees- 7.5 days (see MOU)
 - c. Eleven Month Employees- 8 days
 - d. Twelve Month Employees- 9.5 days

For fiscal 2011/2012 classified unit members shall take furlough days as follows:

 - a. Nine Month Employees- 5 furlough days
 - b. Ten Month Employees- 5.5 furlough days
 - c. Eleven Month Employees- 6 furlough days
 - d. Twelve Month Employees- 6.5 furlough days
8. Holidays as Furlough Days: For nine month employees who have a work year reduction as set forth in Exhibit 2 above, the following holidays shall serve as three of the furlough days described in section 7 above for fiscal 2010/2011- November 26, 2010; December

23, 2010 and April 8, 2011. For Fiscal 2011/2012 the following holidays shall serve as three of the furlough days for nine month employees only--November 25, 2011; December 23, 2011, and the local spring holiday, exact date to be adopted by the Board of Trustees in the 2011/2012 calendar. For all other employees set forth in section 7 above for fiscal 2010/2011 the following days shall be unpaid days- November 26, 2010; December 23, 2010 and April 8, 2011.

9. Scheduling of Furlough Days: The Superintendent or designee is directed to meet with the Association to identify which days will be reduced in 2010-11 and 2011-12 by October 1, 2010.
10. Step Freeze: Section 11.1.2 shall be added as follows: Effective September 1, 2010 to August 31, 2011 unit members who are due a step increase on their anniversary date shall not receive said step increase for a period of one calendar year. Unit members shall receive their next occurring step increase on their following anniversary date.
11. Elimination of Articles: Upon the ratification of the agreement, the following articles are eliminated from the terms of the agreement:
 - a. Article 3.8 Year Round School
 - b. Article 9.3 Sick Leave Incentive
 - c. Article 10.1.1 Floating Holiday
12. Daily Work Schedule Modifications: the district may modify work schedules as follows:
 - a. Employee schedules that are 2.4 hours per day (hpd) or less may be adjusted to 2 hpd (Keep Food Service Workers, Food Service Cashiers).
 - b. Employees with schedules from 2.5 hpd to 3.4 hpd may be adjusted to 3 hpd
 - c. Employees with schedules 3.5 hpd to 3.9 hpd may be adjusted to 3.5 hpd
 - d. Employees with schedules 5.5 hpd to 6 hpd may be adjusted to 6 hpd
 - e. Employees with schedules 7.5 hpd and 8 hpd may be adjusted to 7 hpd (Bilingual Independence Facilitator (IF), IF SpEd, Lead Food Service I and II, Literacy Intervention Specialist, Nursing Specialist, Opportunity Assistant, Speech Language Pathologist Assistants; excludes High School Campus Supervisors, Preschool Teacher and Preschool Resource Teacher)

13. Health and Welfare Benefits: Amend section 12.2(a) as follows:

<u>Hours Worked</u>	<u>Percent Paid By District</u>
4 to less than 6	68.75%
6 to less than 8 hours	93.75%
8 hours	100.00%

Amend section 12.2 as follows:

Effective January 1, 2011, the parties agree the maximum contribution rate for all HMO health insurance plans based upon 2010 Anthem Blue Cross HMO contribution rates as follows: (1) the actual cost of the insurance up to a maximum of \$4,901.90 per year for employees electing employee only coverage; (2) the actual cost of the insurance up to a maximum of \$10,132.40 per year for employees electing employee plus one coverage; (3) the actual cost of the insurance up to a maximum of \$14,412.20 per year for employees electing employee plus two or more coverage (family coverage).

Effective January 1, 2011, the parties agree the maximum contribution for any POS or PPO health insurance plan based upon 2010 District contribution rates for Anthem Blue Cross POS plan at each tier of coverage as follows: (1) the actual cost of the insurance up to a maximum of \$6005.30 per year for employees electing employee only coverage; (2) the actual cost of the insurance up to a maximum of \$12,454.40 per year for employees electing employee plus one coverage; (3) the actual cost of the insurance up to a maximum of \$17,730.90 per year for employees electing employee plus two or more coverage (family coverage).

Effective January 1, 2011, the classified bargaining unit shall be provided with selections set forth above based upon the MEBA Plan "B" options for coverage and rates.

14. Article 4 shall be amended as follows with the following language:

4.2.2.3.1 Mediation Level

Subject to the terms set forth below, in the event the grievant is not satisfied with the decision at Level Three, he/she may request that the grievance be submitted to mediation. Within, ten [10] days of the receipt of the request for mediation, the Association and the District shall contact the California State Mediation and Conciliation Service [CSMCS] to request a mediator. The parties shall meet with the Mediator to discuss and attempt to resolve the dispute. The Mediator shall have no authority to impose a settlement upon the parties. In the event that the parties reach an agreement, the terms shall be reduced to writing and signed off by the parties. In the event that no resolution is reached, the grievant may exercise his/her right to appeal to Level Four pursuant to the language of section 4.2.2.4. From the date of ratification to June 30, 2011, for grievances that are initiated after the date of ratification, the Association may move the grievance to the mediation step set forth herein for up to twelve [12] grievances. For any grievance that occurs after the 12th grievance, the mediation step may be used by mutual agreement of the parties. During the month of June 2011, the parties shall meet with Mediator Don Razca to review the utilization of mediation as described in this article. Notwithstanding, the above, the parties may mutually agree to utilize the mediation step for any grievances initiated prior to the ratification of this agreement.

15. The parties agree to retain the Memorandum of Understanding regarding "Classification Plan."

16. Restoration Language:

A. It is the intent of the parties that if during the term of this agreement, and following the adoption of the 2010-11 and 2011-12 state budgets, CUSD's actual funded base revenue limit increases from the Governor's January 2010 Budget Proposal, 17.5% of these new revenues will be applied toward restoration of furlough days.

For purposes of this calculation, ADA increases will be reduced by 50%.

Any increase in new funded base revenue limit would need to be indexed so that once the first \$1,700,000 in new unrestricted funded base revenue limit is realized, CSEA would receive restoration equal to 17.5% of this amount. Priority will be given to the restoration of the reduction in the student instructional year, meaning the student days would be restored first.

B. The calculation of the amount available per unit of ADA shall include the funded base revenue limit increases, deficit reduction, equalization and/or any other ongoing unrestricted change to the state funding per unit of ADA in the 2010-11 and 2011-12 budgets. Tier three categorical flexibility is not included in the funded base revenue limit calculation.

C. CUSD's actual funded base revenue limit is defined for purposes of this agreement to be: funded base revenue limit per average daily attendance (ADA) x P-2 ADA. P-2 ADA increases will be reduced by 50% for purposes of this calculation to provide sufficient funding to cover the costs associated with the additional students.

The calculation shall include any increased ADA over 09-10 P-2 ADA not previously paid to CSEA as a result of this restoration formula.

D. This language will remain in effect through June 30, 2012.

E. If the current system of funded base revenue limit funding is discontinued or modified, or the state makes changes on how school districts are funded either party may reopen this agreement for the purpose of making the calculation consistent with the stated intentions of the parties and the procedure agreed herein.

Example

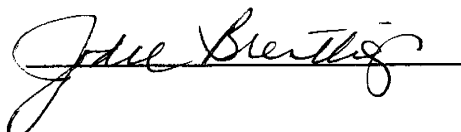
ADA INCREASE @ 50%

$$\$5,083.60 \times 100 = \$508,360$$

$$\$508,360 \times 0.5 = \$254,180 \times 17.5\%$$

Consistent with the intent of the HR Education Jobs and Medicaid Assistance Act of 2010 to protect and/or reinstate positions in education, the District will first consider how the funds may be used to preserve existing jobs, prevent additional layoffs, and/or reinstate positions eliminated through previous layoffs. Within ten days of official receipt of the funds, the District will meet with CSEA to discuss such positions that could be effected. In the event that the District chooses to use funds to offset compensation reductions for any employee group, the District agrees to re-open negotiations with CSEA.

For the District:

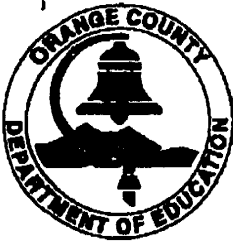


Date: 9-3-10

For CSEA Chapter 224:



Date: 9/3/10



December 14, 2010

Joe Farley, Ed.D., District Superintendent
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**
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WILLIAM M. HABERMehl
County Superintendent
of Schools

LYNN APRIL HARTLINE
Deputy Superintendent

JOHN L. NELSON
Associate Superintendent

**ORANGE COUNTY
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

DAVID L. BOYD

ELIZABETH PARKER

LONG PHAM, PH.D.

KEN L. WILLIAMS, D.O.

Subject: Base Revenue Limit Funding

Dear Dr. Farley:

This letter is in response to your inquiry on December 13, 2010 regarding the increase in base revenue limit funding for Capistrano Unified School District (CUSD) as a result of the 2010-11 Enacted State Budget. At the point in time that the State Budget was adopted on October 8, 2010, CUSD's base revenue limit for 2010-11 has increased by \$225.08 per student as compared to the Governor's January 2010 Budget Proposal (please see table below). The District will continue to receive monthly apportionments that are based upon the October 2010 Enacted State Budget unless there is adopted legislation to change the funding. However, the actual base revenue limit that districts receive for the current year will not be finalized until June 2011. Given that the State is projecting a multi-billion dollar deficit over the next 18 months, there is a potential for further reductions to school district revenue limits in 2010-11 and the District needs to be prepared for an additional loss in revenues.

	Governor's January 2010 Proposal	2010-11 Enacted Budget	Difference
2009-10 Base Revenue Limit	\$ 6,374.18	\$ 6,374.18	
Cost of Living Adjustment (Statewide Average COLA)	\$ (24.00)	\$ (25.00)	
Base Revenue Limit with COLA	\$ 6,350.18	\$ 6,349.18	
Deficit Factor	0.81645	0.82037	
Base Revenue Limit Funding after deficit	\$ 5,184.60	\$ 5,208.68	
Ongoing Revenue Limit Reduction for Central Admin	\$ (201.00)	\$ -	
Funded Base Revenue Limit per student	\$ 4,983.60	\$ 5,208.68	\$ 225.08

Should the District decide to restore furlough days at this time, we strongly encourage the District to develop a contingency plan in the event that there are further cuts to the District's revenue limit between now and June 30, 2011.

If you have any questions, please call me at (714) 966-4229.

Sincerely,

Wendy Benkert
Wendy Benkert, Ed. D.
Assistant Superintendent
Business Services

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Jack R. Brick, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: Joseph M. Farley, Superintendent

SUBJECT: **APPROVAL OF RESOLUTION NO. 1011-47 CONTINUING PUBLIC HEARING FOR CONSIDERATION OF SUPPLEMENTAL SPECIAL TAX REVISION PROCEEDINGS REDUCING SPECIAL TAXES OF CFD NO. 2005-1 (WHISPERING HILLS)**

BACKGROUND INFORMATION

Rancho San Juan Development is the current landowner of the Whispering Hills project and the assignee of the applicable Impact Mitigation Agreement and the Joint Community Financing Agreement ("JCFA") between the landowner, the District, and the City of San Juan Capistrano. The landowner desires to reduce the special taxes of Community Facilities District (CFD) 2005-1 due to the proposed homes having a smaller base sales price than when the CFD was initiated. This action necessitates amendments to the Impact Mitigation Agreement and the JCFA, as well as the execution of a settlement agreement. The agreements are contingent on each other and are to be executed concurrently by all parties.

The revised project and proposed reduced special taxes, if approved, will result in a reduced amount of the proposed bonds, to be issued on behalf of CFD 2005-1 at a future date, as the proposed development and sale of homes occur. The Board of Trustees commenced and continued a public hearing on the petition of landowner from time to time pending the parties reaching a mutually-acceptable agreement as to the stage of development when bonds might be sold. These discussions also related to how the proceeds of such bonds would be used to provide school facilities and facilities of the City pursuant to the JCFA between the parties. The continued public hearing was terminated by the Board on January 11, 2011.

A new public hearing on the supplemental special tax revision proceedings was called for April 12, 2011. However, due to a Board meeting schedule change which moved the April 12 meeting to April 11, the hearing is being held on April 11. The parties continue to seek completion of the above-described agreements, which prevents conclusion of the public hearing at this time. Therefore, the Board of Trustees may so determine, after opening the public hearing and receiving public comment, to continue the public hearing to May 9, 2011, for further consideration.

CURRENT CONSIDERATIONS

This agenda item requests approval of Resolution No. 1011-47 continuing the public hearing for consideration of supplemental special tax revision proceedings reducing special taxes of CFD

2005-1 (Whispering Hills). Resolution No. 1011-47, as prepared by legal counsel, is attached (Exhibit A).

FINANCIAL IMPLICATIONS

There is no fiscal impact. The cost of the proceedings to reduce the special taxes is required by the Mello-Roos Act to be borne by the landowner and from future proceeds of the bonds of CFD No. 2005-1.

STAFF RECOMMENDATIONS

It is requested the Board President recognize Ron Lebs, Deputy Superintendent, Business and Support Services, who will introduce this item and answer any questions Trustees may have.

It is requested the Board of Trustees, as the governing body of CFD No. 2005-1, adopt Resolution No. 1011-47 (Exhibit A).

DISCUSSION/
ACTION

RESOLUTION NO. 1011-47

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

WHEREAS, the Capistrano Unified School District (“School District”) is a public school district organized and existing pursuant to the laws of the State of California (“State”); and serves as the legislative body of Community Facilities District No. 2005-1 of the Capistrano Unified School District (“Whispering Hills”), referred to herein as “CFD No. 2005-1,” and on March 8, 2011, called a Public Hearing for April 12, 2011, for consideration of altering the rate and method of apportionment and reducing the levy of “Special Taxes” for CFD No. 2005-1 for April 12, 2011, at 7:00 o’clock p.m., or as soon thereafter as is practicable at the Capistrano Unified School District’s office located at 33122 Valle Road, San Juan Capistrano, CA 92675; and

WHEREAS, the Board of Trustees (“Board”), at the above-described date, time, and place, convened and opened the above-described Public Hearing, received comments, if any, of the public and owner of the property within CFD No. 2005-1, as well as the recommendation of staff and legal counsel that such hearing be continued to May 9, 2011, at the same time and location as described above.

Now, therefore, the Board of Trustees of the Capistrano Unified School District, acting as the legislative body of Community Facilities District No. 2005-1, does hereby resolve, determine and order as follows:

1. Each of the above recitals is true and correct and is incorporated herein.
2. The proposed “First Amended RMA” of CFD No. 2005-1 is on file at the Capistrano Unified School District’s office located at 33122 Valle Road, San Juan Capistrano, CA 92675, which by this reference is herein incorporated.
3. It is hereby determined that the complexity of the herein described proposed changes require additional time, and that a continuance of such Public Hearing is necessary as herein provided.

4. The above-described Public Hearing is continued to 7:00 o'clock p.m., as as soon thereafter as practicable, on May 9, 2011, at the Capistrano Unified School District Office located at 33122 Valle Road, San Juan Capistrano, CA 92675.

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

APPROVED, ADOPTED, AND SIGNED this 11th day of April, 2011.

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

John M. Alpay, Clerk of the Board of Trustees of
the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, John M. Alpay, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District at a meeting of the Board of Trustees held on the 11th day of April, 2011, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
John M. Alpay, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, John M. Alpay, Clerk of the Board of Trustees of the Capistrano Unified School District do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 1011-47 of said Board of Trustees and that the same has not been amended or repealed and is fully effective as of this date.

Dated: April 11, 2011

By: _____
John M. Alpay, Clerk of the Board of
Trustees of the Capistrano Unified School
District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 11, 2011

TO: Jack R. Brick, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: Joseph M. Farley, Superintendent

SUBJECT: **PROGRESS UPDATE, DIVISION OF STATE ARCHITECT
CONSTRUCTION PROJECT LISTING**

BACKGROUND INFORMATION

In October 2008 the District received a letter from the Division of State Architect (DSA), requesting the District inform the Board of Trustees regarding the potential liability of any projects closed, but not certified, by DSA. This letter outlined the impact of not properly closing out a construction project, including:

1. Board members may be held personally liable for failure of educational buildings not certified by DSA.
2. DSA will not be able to approve future proposed construction affecting or utilizing uncertified construction.

At the February 9, 2009, Board meeting, staff presented a status report on these outstanding construction projects. This agenda item is a continuation of that initial report, updating Trustees on the progress made toward closing, with certification, outstanding DSA applications.

CURRENT CONSIDERATION

Exhibit A is a status report on the progress being made to close out outstanding applications. There is no change from the information provided to the Board at its March 8, 2011, meeting.

FINANCIAL IMPLICATIONS

There is no financial impact at this time. There will be a fee to reopen the closed applications to finalize and close them with certification when all documentation is completed.

STAFF RECOMMENDATIONS

It is recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business and Support Services, who will provide the DSA Update and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

DISCUSSION/
ACTION

PROGRESS UPDATE, DIVISION OF STATE ARCHITECT, CONSTRUCTION PROJECT LISTING– APRIL 11, 2011 (IN BOLD LETTERING)		
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 Original Construction	6 of the 10 change orders are approved. Continuing to process closeouts for approval. Update 2/14/11: Addressing DSA comments on CO 10 and will resubmit for review and approval
04-105495	Barcelona ES Modernization	Working with architects to quantify scope of work.
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 Update 2/14/11 – All docs in cannot be certified and closed until #A104115 is closed and certified
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.
No DSA Application Number	Ambuehl ES Configuration of Relocatables	Working with architects to develop scope of work to submit to DSA