

Regular Meeting
CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

33122 Valle Road
San Juan Capistrano, CA 92675

March 8, 2011

7:00 p.m.

I. PRELIMINARY

Meeting was called to order by _____

Pledge of Allegiance to the Flag

Board consideration and adoption of the agenda.

Motion by _____ Seconded by _____

ROLL CALL:

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

John Hamro – 2011 Educator of the Year for the California League of High Schools
Student Body President's Report – Serra High School

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

PUBLIC HEARING: Agenda Item #32- Capistrano Connections Academy Charter School Waiver
PUBLIC HEARING: Agenda Item #45- Capistrano Unified School District Education Local Plan Area (SELPA) Annual Service Plan & Budget.

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 February 8, 2011, regular Board meeting and minutes of the February 22, 2011, special Board meeting.
(Supporting Information)
Contact: Jane Boos, Manager, Board Office Operations 1
2. EXPULSION READMISSIONS: Approval, readmission of students from expulsion.
(Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services
3. CALIFORNIA HIGH SCHOOL EXIT EXAM: Approval, petition to waive California Education Code §60851(c)/Board Policy 6162.52—California High School Exit Exam: Case #1011-011 through 1011-013.
(Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services
4. SERVICE AGREEMENT: Approval, OCDE service agreement with CUSD for the Understanding American Citizenship grant.
(Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services
5. BIOTECHNOLOGY: Approval, Biotechnology science elective course for high schools.
(Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services

BUSINESS & SUPPORT SERVICES

6. PURCHASE ORDERS/WARRANTS: Approval, purchase orders, warrants, and consultant agreements.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
7. DONATIONS: Approval, donations of funds and equipment.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
8. DESIGNATION OF AGENTS: Approval, Resolution No. 1011-44, Designation of Agents.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
9. NIGUEL CHILDREN'S CENTER: Approval, reduction in lease payments for Niguel Children's Center at Foxborough campus.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
10. DELL FLEX LEASE PURCHASE AGREEMENT: Approval, lease purchase agreement for computers at Truman Benedict Elementary School with Dell Financial Services.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

11. JOINT POWERS AUTHORITY AMENDMENT: Approval, Orange County Department of Education courier service joint powers authority amendment.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
12. MASTER CONTRACT: Approval, master contract for special education services to be provided by Teri, Inc. The Country School, a non-public school.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
13. MASTER CONTRACT: Approval, master contract for special education services to be provided by Devereux Cleo Wallace, a non-public school.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
14. CONSULTING AGREEMENT: Approval, civil engineering services, SLR Civil Engineering, Inc.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
15. CONSULTING AGREEMENT: Approval, surveying and construction engineering services, Guida Surveying, Inc.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
16. INDEPENDENT CONTRACTOR AGREEMENT: Approval, workshops on Seven Habits of Highly Effective Families, Eric Stenlake.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
17. INDEPENDENT CONTRACTOR AGREEMENT: Approval, Classroom Walkthrough Institute, Teachscape, Inc.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
18. INDEPENDENT CONTRACTOR AGREEMENT: Approval, science assemblies, Science on the Go, Inc.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
19. INDEPENDENT CONTRACTOR AGREEMENT: Approval, general academic guidance workshops, Debra L. Horowitz.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
20. INDEPENDENT CONTRACTOR AGREEMENT: Approval, enVision fraction training, Kate Gallaway.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
21. SERVICE AGREEMENT: Approval, Orange County Youth Internet Safety Education Project, Web Wise Kids Training, OCDE.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

22. E-RATE APPLICATION: Approval, E-rate application for telecommunications and Internet access funding.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
23. ROOFING REPAIRS: Approval, award of Bid No. 1011-10, Roofing Repairs and Maintenance Districtwide, Architectural Roofing Systems dba Pacific Roofing Systems.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
24. GROCERY PRODUCTS: Approval, authorization to advertise for Bid No. 1011-14, Grocery Products.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
25. SNACK AND BEVERAGE PRODUCTS: Approval, authorization to advertise for Bid No. 1011-13, Snack and Beverages Products.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
26. MILK AND DAIRY PRODUCTS: Approval, award of Bid No. 1011-08, Milk and Dairy Products, Hollandia Dairy, Inc.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

PERSONNEL SERVICES

27. RESIGNATIONS/RETIREMENTS/EMPLOYMENT: Approval, classified personnel.
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel
28. RESIGNATIONS/RETIREMENTS/EMPLOYMENT: Approval, certificated personnel.
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel
29. COACH CERTIFICATION: Approval, certification of temporary athletic team coach qualifications and competencies.
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel
30. REGIONAL OCCUPATIONAL PROGRAM AGREEMENT: Approval, memorandum of understanding agreement with the Regional Occupational Program.
(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

31. **OXFORD PREPARATORY ACADEMY PETITION:** Consideration and approval, Oxford Preparatory Academy Charter School petition.
(Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services
- DISCUSSION/
ACTION
Vote _____
Page 345
- Motion by _____ Seconded by _____
32. **CAPISTRANO CONNECTIONS ACADEMY CHARTER SCHOOL-PUBLIC HEARING:** Consideration and approval, pupil-to-teacher waiver request for Capistrano Connections Academy Charter School.
(Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services
- DISCUSSION/
ACTION
Vote _____
Page 369
- Motion by _____ Seconded by _____
- ROLL CALL:
Student Advisor Larson Ishii _____
Trustee Addonizio _____ Trustee Hatton _____
Trustee Alpay _____ Trustee Palazzo _____
Trustee Bryson _____ Trustee Pritchard _____
Trustee Brick _____
33. **SJHHS POOL BID AWARD:** Consideration and approval, award of Bid No. 1011-09, San Juan Hills High School 30- meter pool/support buildings to Horizon Construction Company International, Inc.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
- DISCUSSION/
ACTION
Vote _____
Page 373
- Motion by _____ Seconded by _____
34. **CSEA CONTRACT REOPENER PROPOSAL:** Discussion of the District's contract reopener proposal with CSEA for the 2011-2012 school year.
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services
- INFORMATION/
DISCUSSION
Page 387
35. **CUEA CONTRACT REOPENER PROPOSAL:** Discussion of the District's contract reopener proposal with CUEA for the 2011-2012 school year.
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services
- INFORMATION/
DISCUSSION
Page 391
36. **TEAMSTERS CONTRACT REOPENER PROPOSAL:** Discussion of the District's contract reopener proposal with Teamsters for the 2011-2012 school year.
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services
- INFORMATION/
DISCUSSION
Page 395
37. **TWO-WAY IMMERSION REPORT:** Overview and update on the Two-Way Immersion program.
(Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services
- INFORMATION/
DISCUSSION
Page 399

38. **COMMUNITY FACILITIES DISTRICT NO. 2005-1:** Consideration and approval, Resolution No. 1011-43, Initiating Proceedings and Calling Public Hearing for Consideration of reducing special taxes of CFD2005-1 (Whispering Hills). (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
- DISCUSSION/
ACTION
Vote _____
Page _____
- Motion by _____ Seconded by _____
ROLL CALL:
Student Advisor Larson Ishii _____
Trustee Addonizio _____ Trustee Hatton _____
Trustee Alpay _____ Trustee Palazzo _____
Trustee Bryson _____ Trustee Pritchard _____
Trustee Brick _____
39. **SECOND INTERIM REPORT:** Consideration and approval, Certification of the Second Interim Report and adoption of Resolution No. 1011-42, Incorporating 2010-2011 Revenue and Expenditure Adjustments. (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
- DISCUSSION/
ACTION
Vote _____
Page _____
- Motion by _____ Seconded by _____
ROLL CALL:
Student Advisor Larson Ishii _____
Trustee Addonizio _____ Trustee Hatton _____
Trustee Alpay _____ Trustee Palazzo _____
Trustee Bryson _____ Trustee Pritchard _____
Trustee Brick _____
40. **EARLY INTERVENING SERVICES PLAN:** Consideration and approval, Significant Disproportionality-Coordinated Early Intervening Services Plan. (Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services
- DISCUSSION/
ACTION
Vote _____
Page _____
- Motion by _____ Seconded by _____
41. **BOARD POLICY REVISION:** Second reading of revisions to Board Policy 1325, *Advertising and Promotion*, and Board Policy 1326, *Posting and Distributing Flyers*. (Supporting Information)
Contact: Marcus Walton, Chief Communications Officer
- DISCUSSION/
ACTION
Vote _____
Page _____
- Motion by _____ Seconded by _____
42. **BOARD POLICY ADOPTION:** Second reading for adoption of Board Policy 5117.1, *Open Enrollment Act/Romero Bill*. (Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services
- DISCUSSION/
ACTION
Vote _____
Page _____
- Motion by _____ Seconded by _____
43. **BOARD POLICY REVISION:** Second reading of revisions to Board Policy 5118, *Interdistrict Attendance Agreements*. (Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services
- DISCUSSION/
ACTION
Vote _____
Page _____
- Motion by _____ Seconded by _____

44. **BOARD POLICY REVISION:** Second reading of revisions to Board Policy 5119,
Open Enrollment.
(Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services

DISCUSSION/
ACTION
Vote _____
Page _____

Motion by _____ Seconded by _____

45. **SPECIAL EDUCATION LOCAL PLAN AREA (SELPA) – PUBLIC HEARING:**
Consideration and approval, adoption of the Capistrano Unified School District
Special Education Local Plan Area (SELPA) Annual Service Plan and Budget.
Contact: Julie Hatchel, Assistant Superintendent, Education Services

DISCUSSION/
ACTION
Vote _____
Page _____

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Larson Ishii _____

Trustee Addonizio _____

Trustee Alpay _____

Trustee Bryson _____

Trustee Hatton _____

Trustee Palazzo _____

Trustee Pritchard _____

Trustee Brick _____

46. **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 _____

V. ADJOURNMENT

**THE NEXT REGULAR MEETING OF THE GOVERNING BOARD WILL BE HELD ON
TUESDAY, APRIL 12, 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

47. Closed Session (as authorized by law)

A. CONFERENCE WITH LEGAL COUNSEL–EXISTING LITIGATION

United States District Court
Central District of California
Case No. SACV 09-01206
ASCIP #10-8229-JW Settlement Ratification
(Pursuant to Government Code §54956.9{a})

AA. CONFERENCE WITH LEGAL COUNSEL–ANTICIPATED LITIGATION

Significant Exposure to Litigation - One Case
(Pursuant to Government Code §54956.9{b})

B. STUDENT EXPULSIONS – Items B-1 through B-16

Deliberations of Findings of Fact and Recommendations
(Pursuant to Education Code §48918(c) and §35145)

C. ISSUANCE OF MARCH 15 NON-REELECTION NOTICES

Certificated Probationary Employees/Certificated Management
(2 positions)
(Pursuant to Education Code §44951)

D. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

(Pursuant to Government Code §54957)

E. CONFERENCE WITH LABOR NEGOTIATORS

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

33122 Valle Road
San Juan Capistrano, CA 92675

ADDENDUM
to
March 8, 2011 Board Agenda

UNDER SECTION VI – CLOSED SESSION

Addition – Closed Session Item

Agenda Item #47 AA CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION
Significant Exposure to Litigation – One Case
(Pursuant to Government Code §54956.9 (b))

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

President Brick called the meeting to order at 6:00 p.m. The Board recessed to closed session to: confer with Legal Counsel regarding Existing Litigation (two cases); discuss Student Expulsions (thirteen cases); discuss Public Employee Appointment/Employment, 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 7:06 p.m.

The Pledge of Allegiance was led by Trustee Brick.

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 Addonizio, seconded by Trustee Alpay, 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: **President's Report From Closed Session Meeting**
Agenda Item #33 A-1 – Conference with Legal Counsel – Existing Litigation: Whispering Hills LLC v. Capistrano Unified School District. No action was taken.

Capistrano Valley High School Principal Deni Christensen shared the success story of the digital arts program at CVHS and stated that Kevin Clark was a product of the program. Student Advisor Larson Ishii introduced Kevin Clark by highlighting his talents and praising his film. **Special Recognition**

Kevin Clark was recognized for receiving the Best Director award for his short film, "The Thief and the Liar."

Student Body President Parker Tinsley from San Juan Hills High School presented a report on activities taking place at the high school. **Student Body Report**

Trustee Bryson announced she had attended Dana Hills High School and visited the Biotech class. Trustee Bryson commented that she was very impressed by teacher Kristy Clark and the program and thanked the donors who provided all the materials, lab equipment, and supplemental workbooks for the class. Trustee Bryson also reported that she attended the CUCPTSA Council meeting as the Board representative and was looking forward to working with them throughout the year. **Board and Superintendent Comments**

Trustee Palazzo read a thank you letter she received from ROP Chief Executive Officer Kim Thomason thanking the District and staff for providing cleanup and restoration of the ROP campus due to flood damage caused by the rain storms in December.

Trustee Hatton announced she had gone to Sacramento with the CUCPTSA Legislation Team and was very impressed with the work they do on behalf of the District. Trustee Hatton reported that she, Trustee Alpay, and Trustee Pritchard had recently participated in the CSBA new Board member training to enable them to be better Board members.

Trustee Pritchard remarked that he had addressed the CUCPTSA Legislative Team at their meeting on February 4 and discussed the CSBA training.

Trustee Bryson added that she had also attended the CSBA Board member training four years ago.

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:

- *Sue Roche stated it wasn't Oxford Preparatory Academy's intention to interrupt current District programs and the academy is committed to finding facilities that benefit both parties. Mrs. Roche added that the academy had requested, and was granted, an extension to the District's facilities offer to pursue other non-district facilities.*
- *Ronda Walen thanked Trustees Brick, Hatton, Pritchard, and Superintendent Farley for attending the CSEA Installation Luncheon.*
- *Erika Schulte shared comments from letters received from elected officials and the community supporting the charter for Oxford Preparatory Academy.*
- *Trudy Podobas presented the Board with blue wristbands commemorating the Kindness Counts program in honor of Blue Ribbon Week in San Clemente. The purpose of this week is to raise awareness of all forms of bullying through kindness campaigns, build respect, and promote character value programs.*
- *Donna Smiggs stated her concerns about Oxford Preparatory Academy's recruiting process and the revenue the District will lose if the charter petition is granted.*
- *Lanan Clark shared that Oxford Preparatory Academy has formed a community outreach committee to educate the community about charter schools, create awareness about the Oxford Preparatory Academy in South Orange County, and provide guidance for enrollment procedures.*
- *Margie Tinsley, Eric Wersching, and Jett McCormick thanked Trustees for placing the San Juan Hills High School stadium bid item on the agenda and shared they are looking forward to having the stadium completed.*
- *Lori Kosky told Trustees that the reduction in calendar work days for classified employees from 17 days to 2 days prior to the opening of school does not allow staff enough time to accomplish all the tasks that need to be done. Ms. Kosky asked the Board to go back to negotiations and reinstate the days.*

Vice President Pritchard asked Trustees for items they wished to pull from the Consent Calendar. Agenda items #7, #12, #15, #17, #19, and #20 were pulled.

**Items Pulled from
the Consent
Calendar**

CONSENT CALENDAR

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

Amended minutes of the December 7, 2010, regular Board meeting.

**Minutes
Agenda Item 1**

Minutes of the December 13, 2010, special Board meeting; the January 11, 2011, regular Board meeting; and the January 26, 2011, special Board meeting.

**Minutes
Agenda Item 2 6251**

Instructional materials recommended for adoption, Stagecraft Fundamentals.	Instructional Materials Agenda Item 3
Instructional materials recommended for adoption, IB Honors Physics, IB Chemistry, and IB Physics.	Instructional Materials Agenda Item 4
Readmission of students from expulsion: Case #2009-033, #2009-037, #2009-113, #2010-011, #2010-042, #2010-050, #2010-056, #2010-60, #2010-082, #2010-99, #2010-114, and #2010-115.	Expulsion Readmissions Agenda Item 5
2010-2011 Consolidation Application for Funding Categorical Aid Programs, Part II.	Consolidated Application Part II Agenda Item 6
Purchase Orders and Warrants as listed.	Purchase Orders/ Warrants Agenda Item 8
Donations of funds and equipment.	Donations Agenda Item 9
Grant evaluation services, Center for Grants and Evaluation, Inc.	Consulting Agreement Agenda Item 10
Elementary math professional development, Math Solutions, a Division of Scholastic Inc.	Consulting Agreement Agenda Item 11
Purchase and removal of obsolete textbooks, Independent Book Buying Services, LLC.	Independent Contractor Agreement Agenda Item 13
Creative writing assemblies, The Imagination Machine.	Independent Contractor Agreement Agenda Item 14
Contract amendment for WLC Architects, CVHS Performing Arts Center.	Contract Amendment Agenda Item 16
Independent educational evaluation for student transition planning assessment, Gary Greene.	Independent Contractor Agreement Agenda Item 18
Resignations, retirements, and employment of classified personnel.	Resignations/ Retirements/ Employment (Classified Personnel) Agenda Item 21

Resignations, retirements, and employment of certificated personnel.

**Resignations/
Retirements/
Employment
(Certificated
Personnel)
Agenda Item 22**

Authorization of coaches to provide second semester Physical Education credit.

**Coaches
Agenda Item 23**

Acceptance of the 2010-2011 Quarterly Report - Williams Settlement Uniform Complaint Procedures.

**Williams
Settlement
Agenda Item 24**

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

Trustee Palazzo asked staff to clarify the financial implications of summer school. Assistant Superintendent Julie Hatchel explained that the Special Education Extended School Year program is mandated and is partially reimbursed from the federal government. Mrs. Hatchel added the District is providing the same General Education Credit Recovery Summer School program as last year at an approximate cost of \$50,000.

**Remedial High
School Summer
School Program
Agenda Item 7**

It was moved by Trustee Palazzo, seconded by Trustee Addonizio, and motion carried unanimously to approve the proposed revised 2011 remedial high school summer program.

Trustee Bryson asked staff what city's developer fees are funding these architectural services. Deputy Superintendent Ron Lebs responded that funding is provided from developer fees from throughout the District areas that are not part of Community Facilities Districts.

**Consulting
Agreement
Agenda Item 12**

It was moved by Trustee Bryson, seconded by Trustee Alpay, and motion carried unanimously to approve architectural services, PJHM Architects, Inc.

Trustee Alpay inquired about the timeline for construction of the stadium and requested clarification that construction on the stadium cannot begin until the Whispering Hills case is settled. Deputy Superintendent Ron Lebs explained that Board approval of this item allows the District to begin the bidding process as soon as the Whispering Hills case is settled and the timeline for construction is dependent upon the settlement. Mr. Lebs added if the case is settled in the next 30 days, construction could be completed in October.

**San Juan Hills
High School
Stadium
Agenda Item 15**

It was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried unanimously to approve authorization to advertise Bid No. 1011-15, San Juan Hills High School Stadium, Phase II.

Trustee Addonizio asked staff for more information on this item regarding funding, policy, and training. Executive Director Susan Holliday shared that funding is provided from 2006 Microsoft Voucher Settlement funds, staff is developing an Acceptable Use policy for this program, and training will occur in four tiers without teachers being pulled from the classroom for training.

**Statement of Work
Agreement
Agenda Item 17**

It was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried unanimously to approve authorization to enter into a Statement of Work Agreement for installation, training, and support for deployment of SharePoint.

Trustee Bryson reminded staff to inform those submitting bids, of the District's interest in a 10 % reduction in fees.

**Special Tax
Consulting Services
Agenda Item 19**

It was moved by Trustee Bryson, seconded by Trustee Addonizio, and motion carried unanimously to approve authorization to advertise for Request for Qualifications No. 6-1011, Special Tax Consulting Services for Public Financing.

Trustee Addonizio asked staff to share feedback on the Data Director program and the purpose of this request for qualifications. Assistant Superintendent Julie Hatchel stated that this is the District's third year using Data Director and staff now requires a higher level of service.

**Student
Assessment and
Data Analysis
System
Agenda Item 20**

It was moved by Trustee Addonizio, seconded by Trustee Alpay, and motion carried unanimously to approve authorization to advertise Request for Qualifications No. 7-1011, Student Assessment and Data Analysis System.

DISCUSSION/ACTION

Deputy Superintendent Ron Lebs, along with Executive Director Kristofer Pitman, presented a PowerPoint overview of the budget development process based on the Governor's January two-option budget proposal for 2011-2012. Following the review of the two options, Mr. Lebs discussed the additional challenges the District is facing for 2011-2012. *(The PowerPoint and spreadsheets are posted on the District website: www.capousd.org)*

**Budget
Development
Agenda Item 25**

Trustees Palazzo questioned staff regarding the increase of PERS employer contributions. Mr. Lebs responded that staff will investigate the PERS employer contribution increase and report back to the Board.

Mr. Lebs reported the District will be filing a self-qualified Second Interim Report as District cannot currently identify all the cuts needed. Mr. Lebs advised Trustees that OCDE is recommending districts base their budgets on the Option II scenario and not to budget any further allocation from the American Recovery & Reinvestment Act (ARRA) funds.

Trustee Addonizio expressed her concerns regarding additional budget challenges totaling \$8.7 million and remarked that the \$8.7 million shortfall did not include the salary adjustment just agreed to for teachers.

Trustee Palazzo directed staff to provide Trustees with the Second Interim Budget item's supporting information/materials no later than March 1 for the March 8 meeting.

Trustee Bryson requested that staff provide a copy of the 2009-2010 budget assumptions to Trustees Alpay, Hatton, and Pritchard to use as a comparison to the 2011-2012 budget assumptions.

Following Trustee questions and comments it was moved by Trustee Bryson, seconded by Trustee Brick, and motion carried by a 6-1 vote to approve the preliminary budget development calendar, budget guidelines, and budget assumptions for fiscal year 2011-2012.

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

NOES: Trustee Addonizio

Chief Communications Officer Marcus Walton presented for second reading the proposed revisions to Board Policy 1113, *District Web and Social Media Sites*. Mr. Walton stated this item seeks Trustee consideration to revise the current Board policy to reflect changes in technology, provide guidance to users, and define responsibility for content published with these technologies.

**Board Policy
Revision
Agenda Item 26**

Following discussion, it was moved by Trustee Bryson, seconded by Trustee Alpay, and motion carried unanimously to approve revised Board Policy 1113, *District Web and Social Media Sites*.

Chief Communications Officer Marcus Walton presented 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. This item will be brought back for a second reading at the March 8, 2011, Board meeting.

**Board Policy
Revision
Agenda Item 27**

Trustee Palazzo questioned why the sentence, “*No campaign materials may be distributed on District property at any time other than during events scheduled pursuant to the Civic Center Act*” was removed from this policy. Mr. Walton responded that there were First Amendment concerns. A school district cannot prohibit students from participating in political expression. There are also regulations that prohibit limiting staff, under certain situations, from participating in political activities. Mr. Walton referred to a memo Dr. Farley sent to staff that addresses the restrictions the District has in terms of limiting staffs’ political activity.

Trustee Palazzo requested that the memo sent to staff from Dr. Farley regarding political activities on campus be attached to this item when it is brought back for the second reading and also be sent to Trustees.

Assistant Superintendent Julie Hatchel presented proposed Board Policy 5117.1, *Open Enrollment Act/Romero Bill*. Mrs. Hatchel stated that the implementation of SBX5 4 encourages districts to establish policy to implement provisions pursuant to the legislation. This proposed Board policy will establish policy to comply with the Open Enrollment Act legislation. This item will be brought back for a second reading at the March 8, 2011, Board meeting.

**Board Policy
Adoption
Agenda Item 28**

Assistant Superintendent Julie Hatchel presented the proposed revisions to Board Policy 5118, *Interdistrict Attendance Agreements*. Mrs. Hatchel explained that the implementation of AB2444 requires districts to revise current Board policy regarding interdistrict attendance agreements. This item will be brought back for a second reading at the March 8, 2011, Board meeting.

**Board Policy
Revision
Agenda Item 29**

Assistant Superintendent Julie Hatchel presented the proposed revisions to Board Policy 5119, *Open Enrollment*. Mrs. Hatchel explained that the Education Department is taking over the processing of the Open Enrollment applications and although this policy was revised last year there are a few changes required. This item will be brought back for a second reading at the March 8, 2011, Board meeting.

**Board Policy
Revision
Agenda Item 30**

Trustee Alpay clarified the purpose of Open Enrollment with Assistant Superintendent Julie Hatchel and then asked if 2005 was the last time the Board took an in-depth review analysis of attendance boundaries. Mrs. Hatchel responded yes but that attendance boundaries were a separate issue from open enrollment. Trustee Alpay stated he had reviewed the minutes of the March 28, 2005, Board meeting and the Board approved reassigning students in attendance area 1500 from San Clemente High School to San Juan Hills High School at the completion of La Pata and then asked staff if this would occur automatically without further action of the Board. Mrs. Hatchel replied that based upon the Board’s approval at the 2005 meeting no further Board action is required. Trustee Alpay directed staff to agendize attendance boundaries for a future Board meeting.

Trustee Alpay asked staff, in regards to the four priority criteria for school placement, if La Pata was completed and attendance area 1500 (Talega) students applied for open enrollment to San Clemente High School would they fall under category D, assuming they didn't qualify for categories A or B. Mrs. Hatchel stated that they would be considered priority C status because that study area of San Clemente pay a Mello-Roos tax. Trustee Alpay also asked staff to consider the Palisades area stating that a portion of Capo Beach and San Clemente, which historically attended San Clemente High School, had been reassigned to San Juan Hills High School due to the 2005 boundary adjustment.

Trustee Palazzo called for a Point of Order to focus on finishing the discussion on the Open Enrollment policy. Vice President Pritchard requested Trustee Alpay confine his comments to the Open Enrollment policy.

Trustee Alpay stated that in regards to the Open Enrollment policy there are three San Clemente middle schools that feed into two high schools and requested that staff create a special category, in addition to the four already established in the Open Enrollment policy, giving priority to those students (attendance area 1500 and Capo Beach) to attend their own high school, in their own cities, or to go with their fellow students that they have grown up with in K-8.

Trustee Alpay directed staff to look at the Open Enrollment policy under Placement Procedure where it states: *Open Enrollment applications shall be initiated by a child's parent/guardian. Applications must be submitted on the District-designated form which is available at the District office, in each school office, and on the CUSD website.* Trustee Alpay stated that when he went to the website it states Dual Immersion program applications must be processed at the school site. Mrs. Hatchel replied that application process for the Two-Way program changed this year due to some nuances that need to be addressed at the school site. Mrs. Hatchel stated she will clarify the procedure for Dual Immersion applications in the policy.

Trustee Alpay asked staff to reconsider the need for parents of Dual Immersion students to submit a new Open Enrollment application when their child enters middle or high school and suggested staff add in the policy that Dual Immersion students will continue on in the feeder pattern of the school they currently attend. Mrs. Hatchel explained that some students decide not to continue in the Dual Immersion program and by requiring an application it assists the school with staffing. Trustee Alpay stated that the policy needs better clarification in this area to eliminate confusion.

Trustee Alpay inquired why there is a hard deadline of July 30 for the submission of applications. Mrs. Hatchel explained that it is difficult to finalize staffing if the District continues to receive open enrollment applications after July 30. Mrs. Hatchel stated only applications for priority A or B status would be accepted after the deadline.

Trustee Alpay commented that if a parent pays a Mello-Roos tax there should be some flexibility on the deadline and asked staff to consider giving authority to the Superintendent or his designee to set a deadline or make exceptions as appropriate for those applications.

Trustee Palazzo remarked that she was in favor of the July 30 deadline because she knows of the difficulty of staffing.

Vice President Pritchard announced the Public Hearing open at 9:05 p.m. regarding the approval of Resolution No. 1011-38, Terminating Public Hearing for Consideration of Reducing Special Taxes of Community Facilities District 2005-1 (Whispering Hills).

**Community Public
Hearing: CFD
2005-1
Agenda Item 31**

Vice President Pritchard recognized Assistant Superintendent Ron Lebs who stated the proposed Settlement Agreement, First Amended Impact Mitigation Agreement, and the First Amended Joint Community Financing Agreement with the City of San Juan Capistrano need to be completed before the Board can complete the "Proceedings" for

Consideration of Reducing the Special Taxes of CFD No. 2005-1. As these matters have not been concluded within the statutory period of time, the Continued Public Hearing should be closed and Resolution No. 1011-38 adopted terminating such proceedings, including provisions relating to initiating such proceedings again at the meeting of the Board on March 8, 2011.

Vice President Pritchard asked Trustee Alpay if any written comments had been received. Trustee Alpay responded none were 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 9:06 p.m.

It was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried unanimously to approve Resolution 1011-38, entitled "Resolution of the Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills), Terminating Public Hearing for Consideration of Altering the Rate and Method of Apportionment and Reducing the Levy of Special Taxes Within Community Facilities District No. 2005-1 of the Capistrano Unified School District."

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 32**

The Board recessed at 9:08 p.m. to continue discussion on the remaining closed session items.

The Board reconvened at 10:31 p.m. and Vice President Pritchard reported the following action taken during closed session:

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

Agenda Item #33 A-2 – Conference with Legal Counsel – Existing Litigation: Gary Campbell v. Capistrano Unified School District. The Board voted by a 7-0 vote to approve the settlement agreement of the litigation entitled Gary Campbell v. Capistrano Unified School District (Case No. 30-2010-00424741).

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

Agenda Item #33 B-1 – Student Expulsions: The Board directed staff to work with the parent on an alternative enrollment plan and denied staff recommendation for Case #2011-43.

Agenda Item #33 B-2, B-3, B-5, B-6 – Student Expulsions: The Board voted by a 7-0 vote to expel the following students with staff recommendations: Case #2011-27, #2011-32, #2011-33, and #2011-36.

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

Agenda Item #33 B-4 – Student Expulsions: Case #2011-44 – no action was taken.

6257

Agenda Item #33 B-7 through B-13 – Student Expulsions: The Board voted by a 7-0 vote to expel the following students by stipulated agreement: Case #2011-34, #2011-35, #2011-37, #2011-39, #2011-40, #2011-41 and #2011-45.

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

Agenda Item 33 C – Public Employee Appointment/Employment— Administrative Assignment:

The Board voted by a 7-0 vote to approve the appointment of Steve Bryant, Activities Director, Capistrano Valley High School High School.

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

Agenda Item #33 D – CSEA/CUEA/CUMA/Teamsters Negotiations: No action was taken.

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

Vice President Pritchard announced the meeting was adjourned at 10:34 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
FEBRUARY 22, 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, and Palazzo

Absent: Trustee 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 Addonizio, and carried by a 6-0 vote to adopt the Board agenda. **Adoption of the Board Agenda**

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

President Brick asked Trustee Alpay to facilitate the meeting. **President's Announcement**

Trustee Alpay asked Trustees for items they wished to pull from the Consent Calendar. No items were pulled. **Items Pulled from the Consent Calendar**

CONSENT CALENDAR

It was moved by Trustee Bryson, seconded by Trustee Brick, and motion carried by a 6-0 vote to approve the following Consent Calendar items:

Fiscal and financial consultant services, Vavrinek, Trine, Day & Co., LLP. **Consulting Agreement
Agenda Item 1**

Emergency Flood Repair Resolution No. 1011-41. **Emergency Flood Repair
Agenda Item 2**

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

DISCUSSION/ACTION

Assistant Superintendent Jodee Brentlinger advised the Board that Education Code specifically outlines legal processes and timelines affording certificated employees sufficient notice that their services may not be required in the next school year. To provide the District maximum flexibility as it continues to develop its budget for 2011-2012 school year, it is necessary to release 346 certificated employees hired on temporary **Reduction of Certificated Employees: Non-Management
Agenda Item 3**

contracts. Mrs. Brentlinger added that the District must prepare for the worst case budget scenario, but in the past three years, the District has been able to rehire many teachers who had been previously laid off.

Following discussion, it was moved by Trustee Bryson, seconded by Trustee Brick, and motion carried by a 4-2 vote to approve Resolution No. 1011-39 and authorize the District to issue March 15 notices.

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

Trustee Palazzo commented she has concerns of a possible Brown Act violation and requested that staff provide written documentation giving CUMA automatic restoration of salary and furlough days without a Board of Trustee vote and what are the proper procedures for the restoration of CUMA salaries.

Board Comments

Trustee Bryson praised the work of the PTA and expressed her disappointment that she wasn't able to attend a luncheon due to illness.

Trustee Addonizio requested that Dr. Farley research and provide information from the December meeting of possible Brown Act issues that may or may not have occurred in regards to reporting out and voting. Dr. Farley responded there were no violations of the Brown Act and he will provide the information in writing to the Trustees.

Trustee Hatton reported she had visited Chaparral recently and was impressed with the instruction and learning in the classroom. It was 21st century learning at its best.

Trustee Alpay congratulated Capistrano Valley High School for defeating San Clemente High School in the basketball playoffs.

The Board recessed to closed session at 6:28 p.m. to: discuss Public Employee Discipline/Dismissal/Release and confer with Labor Negotiators regarding CSEA/CUEA/CUMA/Teamster negotiations.

Trustee Alpay reconvened the meeting at 7:28 p.m. and announced that Trustee Pritchard arrived in closed session at 6:45 p.m.

President's Report From Closed Session Meeting

Trustee Alpay reported the following action taken during closed session:

Agenda Item 4A – Public Employee Discipline/Dismissal/Release: The Board voted by a 7-0 vote to approve Resolution No. 1011-040 placing Employee #015414 on unpaid leave, effective February 23, 2011.

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

Agenda Item #4B – CSEA/CUEA/CUMA/Teamsters Negotiations: No action was taken.

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

The meeting adjourned at 7:30 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

March 8, 2011

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

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

March 8, 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 1011-011 THROUGH 1011-013**

BACKGROUND INFORMATION

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

CURRENT CONSIDERATIONS

This agenda item requests approval by the Board to waive Education Code §60851(c) and Board Policy 6162.52 in accordance with §60851(c) approving three students as having met the requisite standards, with modifications, to pass the CAHSEE subtest in English-language arts and/or mathematics, case numbers 1011-011 through 1011-013. Supporting information for this item is provided to Trustees under separate cover so individual student rights under the Family Educational Rights and Privacy Act are protected.

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 in accordance with Education Code §60851(c) validating these three students have completed all requirements for passing the CAHSEE subtest in English-language arts and/or mathematics, case numbers 1011-011 through 1011-013.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

TO: Joseph M. Farley, Superintendent

FROM: Julie Hatchel, Assistant Superintendent, Education Services

SUBJECT: **ORANGE COUNTY DEPARTMENT OF EDUCATION SERVICE
AGREEMENT WITH CUSD FOR THE UNDERSTANDING AMERICAN
CITIZENSHIP GRANT**

BACKGROUND INFORMATION

The Teaching American History (TAH) Program grant proposal establishes a partnership between the Orange County Department of Education (OCDE) in Orange County, California, and the University of California, Irvine (UCI) History Project and the History Department at the University of California, Irvine. The purpose of the partnership is to raise student achievement through an extensive program of teacher training. The 2010-2013 TAH program, *Understanding American Citizenship*, addresses four specific professional development needs in continuation and alternative schools:

1. Improving teachers' mastery of the content of traditional American history
2. Providing academically-guided support for standards-aligned curriculum reform
3. Supporting capacity building and developing teacher networks for long-term sustainability of the project in Orange County
4. Increasing students' historical content knowledge and thinking

The three-year program will directly service 58 secondary teachers (24 teachers year one, 46 teachers year two, and 58 teachers year three) in non-traditional schools, such as continuation high schools, community day schools, and juvenile halls, through a series of intensive teacher training institutes, follow-up activities, lesson study curriculum workshops, and "study trips" to museums. The professional development program will provide teachers with content training in traditional American history covering the colonial period through the contemporary period. An important component is the focus on curricular reform that provides teachers with the support to develop standards-aligned curriculum in traditional American history. By emphasizing the history of American citizenship, this curricula will support students in thinking critically and developing the academic literacy skills that are necessary for participation in our democratic society.

CURRENT CONSIDERATIONS

Well over a year ago, Rich Bellante, Principal, Junipero Serra High School, was approached by Dr. Nicole Gilbertson from UCI to participate in this program geared specifically for improving and assessing history instruction in alternative education high schools.

The Orange County Department of Education and University of California, Irvine, History Project have been awarded a \$1 million grant to serve ACCESS and Orange County alternative education high school history teachers. The grant program, *Understanding American Citizenship*, will kick-off in November 2011 and will meet nine times during the academic year and four days in the summer. The Institute dates are:

- December 7-8, 2011
- January 10-11, 2012
- March 1, 2012
- April 26, 2012
- May 31 and June 1, 2012
- August 15-18, 2012

FINANCIAL IMPLICATIONS

Orange County Department of Education will pay Capistrano Unified School District \$450 for extra pay to the teacher for additional hours and \$850 for substitute teacher reimbursement. There is no cost to the District.

STAFF RECOMMENDATIONS

It is recommended the Board approve Exhibit A, Service Agreement 36420, to participate in the Teaching American History Program grant.



WILLIAM M. HABERMEHL
County Superintendent of Schools

ORANGE COUNTY DEPARTMENT OF EDUCATION
CONTRACTS UNIT
BUSINESS DIVISION
200 Kalmus Drive, P. O. Box 9050
Costa Mesa, California 92628-9050

01/20/2011 12:17:10 PM 01:53

December 16, 2010

Capistrano USD
Attn: Joseph Farley, Ed.D., Superintendent
Box 68

Dear Mr. Farley:

Re: (Service Agreements), Agreement Number: 36420

1. _____ Sign and return all of the enclosed Agreements. A fully executed Agreement will be mailed to your attention.
2. X Sign the enclosed Agreements, retain one (1) original for your files and return the additional Agreements to our office to my attention at the above address.
3. _____ The executed Agreement is enclosed for your files.
4. _____ Certificate of Insurance:
_____ Certificate of Insurance required pursuant to the Insurance section of the Agreement.
_____ Orange County Superintendent of Schools' Certificate of Insurance will be mailed under separate cover.
5. _____ Form W-9, Request for Taxpayer Identification Number: Complete and return.
6. _____ State of California Nonresident Forms: If applicable to your organization, the forms are to be completed pursuant to California Revenue and Taxation Code (R&TC) Section 18662 and the related regulations. We shall not be responsible for any further notification nor shall we be responsible for withholding the seven percent (7%) tax if the forms have not been received prior to remittance of your invoice.

_____ **Form 587, Nonresident Withholding Allocation Worksheet:** Complete and mail with each invoice submitted for payment.

_____ **Form 588, Nonresident Withholding Waiver Request:** Complete and mail to the California Franchise Tax Board.

_____ **Form 590, Withholding Exemption Certificate:** Complete and return to our office.

Maggie Solórzano, Administrative Technician
Phone: (714) 966- 4449 Fax: (714) 668-7955

CAPISTRANO UNIFIED SCHOOL DISTRICT
SERVICE AGREEMENT

This AGREEMENT is hereby entered into this 1st day of December, 2010, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa California 92626, hereinafter referred to as SUPERINTENDENT, and Capistrano Unified School District, 33122 Valle Road, California 92675, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, SUPERINTENDENT has received grant funds from the United States Department of Education for the provisions of services to students through the delivery of the Understanding American Citizenship grant; and

WHEREAS, SUPERINTENDENT is in need of special services and advice; and

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

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SCOPE OF WORK. SUPERINTENDENT hereby engages DISTRICT as an independent DISTRICT to perform the following described work and DISTRICT hereby agrees to perform said work upon the terms and conditions hereinafter set forth. Specifically, DISTRICT shall perform the following services for the Instructional Services Programs:

1.1 Participation by Serra High School teacher Matt Sheridan, after duty hours, in the Understanding American Citizenship grant work.

1.2 Allow teacher Matt Sheridan to participate in Understanding American Citizenship grant activities off site for seven (7) days.

2.0 TERM. DISTRICT shall commence providing services under this AGREEMENT on December 1, 2010, and will diligently perform as required and complete performance by June 30, 2011, subject to termination as set forth in this AGREEMENT.

3.0 PAYMENT.

A. SUPERINTENDENT agrees to pay DISTRICT the total sum not to exceed One thousand three hundred dollars (\$1,300.00) for services satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT. Payments shall be made at the following rates: Four hundred fifty (\$450.00) dollars for extra duty and Eight hundred fifty (\$850.00) dollars for Substitute teacher reimbursement. Payment shall be made periodically upon satisfactory performance of services identified in Section 1.0 of this AGREEMENT, satisfactory completion of reporting requirements, and receipt and approval of an itemized invoice. DISTRICT'S expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations, and policies relating to administration, use, and accounting for public funds, including, but not limited to, the California Education Code. DISTRICT'S itemized invoice shall provide a detailed description of services provided, dates the services were performed, supported by

1 documentation which shall include, but not be limited to: ledgers,
2 journals, time sheets, invoices, bank statements, canceled checks,
3 receipts, receiving records, and records of services provided.
4 Payment shall be mailed to: Capistrano Unified School District, 33122
5 Valle Road, California 92675, or at such other place as DISTRICT may
6 designate in writing.

7 B. DISTRICT shall not claim reimbursement for food, equipment
8 purchases, or services provided beyond the expiration and/or
9 termination of this AGREEMENT, except as may otherwise be provided
10 under this AGREEMENT.

11 C. SUPERINTENDENT may withhold or delay any payment should
12 DISTRICT fail to comply with any of the provisions set forth in this
13 AGREEMENT.

14 D. The obligation of SUPERINTENDENT under this AGREEMENT is
15 contingent upon the availability of funds furnished by U.S.
16 Department of Education. In the event that such funding is terminated
17 or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S
18 fiscal obligations hereunder shall be limited to a pro-rated amount
19 of funding actually received by the SUPERINTENDENT under the grant.
20 SUPERINTENDENT shall provide DISTRICT written notification of such
21 termination. Notice shall be deemed given when received by the
22 DISTRICT or no later than three (3) days after the day of mailing,
23 whichever is sooner.
24
25

1 4.0 EXPENSES. SUPERINTENDENT shall not be liable to DISTRICT for
2 any costs or expenses paid or incurred by DISTRICT in performing
3 services for SUPERINTENDENT, except as follows: N/A.

4 5.0 MATERIALS. DISTRICT shall furnish, at his/her own expense,
5 all labor, materials, equipment, supplies and other items necessary
6 to complete the services to be provided pursuant to this AGREEMENT,
7 except as follows: N/A.

8 6.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this
9 AGREEMENT, shall be and act as an independent DISTRICT. DISTRICT
10 understands and agrees that he/she and all of his/her employees shall
11 not be considered officers, employees or agents of the
12 SUPERINTENDENT, and are not entitled to benefits of any kind or
13 nature normally provided employees of the SUPERINTENDENT and/or to
14 which SUPERINTENDENT's employees are normally entitled, including,
15 but not limited to, State Unemployment Compensation or Worker's
16 Compensation. DISTRICT assumes the full responsibility for the acts
17 and/or omissions of his/her employees or agents as they relate to the
18 services to be provided under this AGREEMENT. DISTRICT shall assume
19 full responsibility for payment of all federal, state and local taxes
20 or contributions, including unemployment insurance, social security
21 and income taxes with respect to DISTRICT's employees.

22 7.0 ORIGINALITY OF SERVICES. DISTRICT agrees that all technologies,
23 formulae, procedures, processes, methods, writings, ideas, dialogue,
24 compositions, recordings, teleplays, and video productions prepared
25 for, written for, submitted to the SUPERINTENDENT and/or used in
connection with this AGREEMENT, shall be wholly original to DISTRICT

1 and shall not be copied in whole or in part from any other source,
2 except that submitted to DISTRICT by SUPERINTENDENT as a basis for
3 such services.

4 8.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees
5 that all matters produced under this AGREEMENT shall become the
6 property of SUPERINTENDENT and cannot be used without
7 SUPERINTENDENT's express written permission. SUPERINTENDENT shall
8 have all right, title and interest in said matters, including the
9 right to secure and maintain the copyright, trademark and/or patent
10 of said matter in the name of the SUPERINTENDENT. DISTRICT consents
11 to use of DISTRICT's name in conjunction with the sale, use,
12 performance and distribution of the matters, for any purpose and in
13 any medium.

14 9.0 HOLD HARMLESS/INDEMNIFICATION. DISTRICT agrees to and does
15 hereby hold harmless, indemnify, and defend SUPERINTENDENT, the
16 Orange County Board of Education, and its officers, agents and
17 employees from every claim or demand and every liability, loss,
18 damage, or expense, of any nature whatsoever, which may be incurred
19 by reason of:

20 (a) Liability for damages for: (1) death or bodily injury to
21 person; (2) injury to, loss or theft of property; or (3) any
22 other loss, damage or expense arising out of (1) or (2)
23 above, sustained by the DISTRICT or any person, firm or
24 corporation employed by the DISTRICT, either directly or by
25 independent contract, upon or in connection with the services
called for in this AGREEMENT, however caused, except for

1 liability for damages referred to above which result from the
2 sole negligence or willful misconduct of SUPERINTENDENT, the
3 Orange County Board of Education, or its officers, employees
4 or agents.

5 (b) Any injury to or death of any persons, including
6 SUPERINTENDENT, the Orange County Board of Education, or its
7 officers, agents, and employees, or damage to or loss of any
8 property caused by any act, neglect, default or omission of
9 the DISTRICT, or any person, firm or corporation employed by
10 the DISTRICT, either directly or by independent contract,
11 arising out of, or in any way connected with, the services
12 covered by this AGREEMENT, whether said injury or damage
13 occurs either on or off SUPERINTENDENT'S property, except for
14 liability for damages which result from the sole negligence
15 or willful misconduct of the SUPERINTENDENT, the Orange
16 County Board of Education, or its officers, employees or
17 agents.

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

21 11.0 INSURANCE. DISTRICT shall, at DISTRICT'S sole cost and expense,
22 and require all of its subcontractors, take out prior to commencing
23 the services and maintain in full force and effect from the
24 commencement of services until expiration of this AGREEMENT a policy
25 or policies of insurance covering DISTRICT'S and its subcontractor's
services. DISTRICT shall furnish to SUPERINTENDENT certificates of

1 insurance evidencing all coverage's and endorsements required
2 hereunder. All insurance shall be with an insurance company admitted
3 by the Insurance commissioner of the State of California to transact
4 such insurance in the State of California. Minimum coverage's shall
5 be as follows:

6 A. Comprehensive General Liability Insurance in an amount not
7 less than One million dollars (\$1,000,000) per occurrence, combined
8 single limit;

9 B. Comprehensive Automobile liability insurance covering all
10 owned, non-owned and hired vehicles in an amount not less than One
11 million dollars (\$1,000,000) per occurrence;

12 C. Statutory Workers' Compensation Insurance;

13 D. An endorsement to said policy(ies) naming the Orange County
14 Superintendent of Schools, the Orange County Board of Education, and
15 its officers, agents and employees as an additional insured while
16 rendering services under this AGREEMENT;

17 E. A thirty (30) day written notice to SUPERINTENDENT of
18 cancellation or reduction in coverage;

19 F. If the DISTRICT is either partially or fully self-insured
20 for its liability exposures, DISTRICT must notify SUPERINTENDENT in
21 writing and provide SUPERINTENDENT with a statement signed by an
22 authorized representative of DISTRICT stating that DISTRICT agrees to
23 hold harmless, defend, and indemnify the Orange County Superintendent
24 of Schools, the Orange County Board of Education, and their officers,
25

1 employees and agents as if the insurance requirements in the above
2 paragraphs are in full force and effect.

3 12.0 NON-DISCRIMINATION. DISTRICT agrees that it will not engage in
4 unlawful discrimination of persons because of race, color, religious
5 creed, national origin, ancestry, physical handicap, medical
6 condition, marital status, or age or sex of such persons.

7 13.0 APPLICABLE LAW. The services completed herein must meet the
8 approval of the SUPERINTENDENT'S general right of inspection to
9 secure the satisfactory completion thereof. DISTRICT agrees to
10 comply with all federal, state and local laws, rules, regulations and
11 ordinances that are now or may in the future become applicable to
12 DISTRICT, DISTRICT'S business, equipment and personnel engaged in
13 operations covered by this AGREEMENT or occurring out of the
14 performance of such operations.

15 14.0 ASSIGNMENT. DISTRICT shall not subcontract or assign the
16 performance of any of the services in this AGREEMENT without prior
17 written approval of the SUPERINTENDENT.

18 15.0 EDUCATION DEPARTMENT GENERAL ADMINISTRATIVE REGULATIONS(EDGAR)
19 REQUIREMENTS. DISTRICT will be required to comply with all applicable
20 State and federal laws and regulations regarding this AGREEMENT and
21 administration of programs funded with this AGREEMENT. Specifically,
22 the DISTRICT will be required to comply with relevant State laws and
23 regulations, EDGAR 34 CFR, Part 74 and the appropriate regulations
24 governing cost principles [Office of Management and Budget (OMB)
25 Circular A-133]. These regulations contain information regarding the
programmatic requirements and the requirements for financial

1 management maintenance of records, programmatic changes and budget
2 revisions, contracting, and general administrative responsibilities.
3 In addition, federal funds are also subject to the administrative
4 requirements at 29 CFR, Part 97 for projects administered by State,
5 local, or Indian tribal government and at 29 CFR, Part 95 for
6 projects administered by institutions of higher education, hospitals,
7 or non-profit organizations, Part 96 - Audit Requirements for Grants,
8 Contracts and other Agreements.

9 16.0 INSPECTION AND AUDIT. The SUPERINTENDENT, State of California
10 Department of Education and United States Department of Education and
11 their respective authorized agents, shall have access, for the
12 purpose of audit or examination, to any records of DISTRICT pertinent
13 to this AGREEMENT. DISTRICT shall maintain records of services
14 provided and financial records for a period of three (3) years from
15 the date of final payment under this AGREEMENT, and for such longer
16 period, if any, as is required by applicable statute, or by any other
17 cause of this AGREEMENT.

18 17.0 TOBACCO USE POLICY. In the interest of public health,
19 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
20 use of any tobacco products are prohibited in buildings and vehicles,
21 and on any property owned, leased or contracted for by the
22 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
23 abide with conditions of this policy could result in the termination
24 of this AGREEMENT.
25

1 18.0 TERMINATION. This AGREEMENT may be terminated by SUPERINTENDENT
2 or DISTRICT with or without cause, upon the giving of thirty (30)
3 days prior written notice to the other party.

4 19.0 NOTICE. All notices or demands to be given under this
5 AGREEMENT by either party to the other shall be in writing and given
6 either by: (a) personal service or (b) by U.S. Mail, mailed either by
7 registered or certified mail, return receipt requested, with postage
8 prepaid. Service shall be considered given when received if
9 personally served or if mailed on the third day after deposit in any
10 U.S. Post Office. The address to which notices or demands may be
11 given by either party may be changed by written notice given in
12 accordance with the notice provisions of this section. As of the
13 date of this AGREEMENT, the addresses of the parties are as follows:

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

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

19 20.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to
20 seek redress for violation of, or to insist upon, the strict
21 performance of any term or condition of this AGREEMENT, shall not be
22 deemed a waiver by that party of such term or condition, or prevent a
23 subsequent similar act from again constituting a violation of such
24 term or condition.

25 21.0 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.

22.0 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.

23.0 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.

IN WITNESS WHEREOF, the Parties hereto Have caused this AGREEMENT to be executed.

DISTRICT: CAPISTRANO UNIFIED
SCHOOL DISTRICT

BY:

Authorized Signature

PRINT NAME: Joseph M. Farley

TITLE: Superintendent

DATE:

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY:

Authorized Signature

PRINT NAME: Patricia McCaughey

TITLE: Coordinator

DATE: December 16, 2010

FEDERAL IDENTIFICATION NUMBER

CapoUSD-UnderAmerCitiz-FED(36420)11
Zip 6

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

TO: Joseph M. Farley, Superintendent

FROM: Julie Hatchel, Assistant Superintendent

SUBJECT: **BIOTECHNOLOGY HIGH SCHOOL COURSE**

BACKGROUND INFORMATION

Dana Hills High School is completing a year-long pilot of a new biotechnology science elective. Biotechnology is a lab-intensive course designed to combine molecular biology with practical applications. Students are introduced to DNA fingerprinting, gene mapping, electrophoresis, and DNA spooling, as well as activities applying biotechnology to daily life. Students also have the opportunity to address social and ethical issues surrounding biotechnology. This course offers students an opportunity to learn the basics of microbiology, human genetics, biotechnology, and exploration of bioethical issues. Biotechnology encourages students to increase participation in high school science. Students learn valuable skills that are transferable to biotechnology related technical fields and receive on-the-job experience through a coordinated mentorship program in partnership with local biotechnology-related companies. The course outline is included in Exhibit A.

CURRENT CONSIDERATIONS

This agenda item presents for Board consideration the approval of biotechnology (Exhibit A) as an additional course offering for CUSD. Exhibit B provides an update on the progress and success of the course.

FINANCIAL CONSIDERATIONS

There is no financial impact. All the costs associated with the course will be paid for through the Dolphin Force Foundation and support from the Health Maintenance Organization.

STAFF RECOMMENDATIONS

It is recommended the Board approve biotechnology.

BIOTECHNOLOGY

Overview:

Biotechnology is the study and manipulation of living organisms and their building blocks for commercial use. This course is designed to give students an introduction to the conceptual ideas and the techniques used in the laboratory to manipulate living organisms. Aligned to the Chemistry and Biology standards, this class is set up to be hands-on, where students will learn material in the classroom and then directly apply it in a laboratory experiment. Upon completion of the class, students will be able to describe how scientists are able to manipulate the DNA of an organism in order to make proteins and small molecules. Students should also be able to prepare solutions and other materials to carry out an experiment, run the experiment, analyze the results, and communicate their results, both written and orally. Finally, students will be able to maintain a scientific notebook and understand the legal and ethical importance of keeping detailed procedures, observations, and results.

Course Outline

The topics covered in the course are directly aligned with the textbook, Biotechnology: Science for the New Millennium, by Ellyn Daugherty. Throughout the course of one year, six major units of study will correspond to units of study from the textbook.

1. Students will begin with an overview of biotechnology, including the raw materials used and basic skills needed to carry out experiments.
2. Students will review the basic building blocks and structure of DNA. They will learn how scientists isolate and manipulate DNA and characterize their results through gel electrophoresis.
3. Students will first review the basic building blocks of proteins and their structures. They will learn techniques used in the lab to manipulate and characterize proteins.
4. Students will learn how organisms are genetically modified to produce proteins and small molecules of interest and study the process that biotechnology companies use to bring an idea to an actual product sold to the public.
5. Students will learn direct applications of biotechnology that are currently implemented in the areas of plants, agriculture, and medicine.
6. Students will learn about different career paths in the area of biotechnology.

EXHIBIT A

Biotechnology Class Update Fall 2010

Progress in Student Learning and Curriculum

The biotechnology class is progressing in regards to student learning, curriculum, and supplies. This semester we have covered the first four chapters in the textbook including studying the parts of the cell, preparing solutions, and the structural properties of DNA. These chapters provide a foundation of conceptual knowledge and laboratory skills needed for the rest of the course. These skills include pouring gels and agar plates, preparing LB broth, streaking plates, inoculating a culture, and running gel electrophoresis. A typical week in biotechnology includes a lecture on Monday to present new material for the week, followed by labs on Wednesday and Friday implementing material. Students experience the complete spectrum of running an experiment including preparing the solutions needed, conducting the experiment, and analyzing results. Students are required to keep a lab notebook using the same protocol of scientists working at a pharmaceutical company to document work.

One of the goals of biotechnology is for students to see the complete picture of what it is like to carry out scientific research. During experiments in most science classes, the teacher has prepared all the solutions and set up the equipment which leaves students with a small glimpse of the process. In biotechnology, I have created an environment where students are in charge of conducting an experiment from start to finish.

Progress in Collecting Supplies for the Class

Through public donations and support from the HMO academy, we have accumulated all items needed to run the biotechnology course. These pieces of equipment should be able to be used year after year with minimal expense. Most chemicals needed to carryout experiments have been purchased in large quantity so they can be used in the subsequent years. There will be some reoccurring expenditures for disposable equipment and live specimens during subsequent years.

Student Comments:

What is Biotechnology?

- “Biotechnology is taking an organism and manipulating its DNA to improve or make new products.” – Tania Salazar
- “Biotechnology is when you take a living thing and manipulate the DNA to make a new living thing with a desired characteristic.” – Mackenzie Owen
- “Biotechnology is the use of organisms and their biological processes to more efficiently produce molecules.” – Spencer Scobie
- “Biotechnology is the engineering of living things to create possible future pharmaceutical, agricultural, or industrial products for society.” - Brenda Olague
- “Biotechnology is the manipulation of organisms and their molecules to benefit how we live.”-Summer Quam

Why did you take Biotechnology?

- “I took this class because I plan on majoring in Biology in college and the class is an exceptional preparation for biology labs.” – Megan Bailey
- “I took this class because I heard it involved a lot of labs and I like labs better than just sitting and learning something. Labs are hands on and help me learn better.” – Tania Salazar
- “I took this class because I had an interest in the formation of genetically modified organisms and to experience this new type of science.” – Bryan Seefried
- “I took this class because biology was my favorite class at this school and I figured that furthering my education in that field and its surrounding fields would hopefully steer me into my career” – Spencer Scobie
- “I took biotech because I loved doing labs and when we took a trip to Quest Diagnostics in HMO I was intrigued with their studies of genes and the manipulation of cells, molecules, tissues and organs. So when I heard they were opening a biotech class I was ecstatic.” - Sheridan Gomez

What do you like about the class?

- “I think that the best thing about this class is knowing how much biotechnology is involved in our lives.” – Tania Salazar
- “Biotechnology is a very hands on science class; we do a lot of labs and it is very relevant to what is happening today.” -Brenda Olague
- “My favorite part of biotech is doing the labs. This comes in handy because at the hospital we had to pour plates and streak them.”- Sheridan Gomez
- What I like about this class is that it is so hands on and it’s so interesting to learn. It’s something different than what other classes have to offer.”-Summer Quam

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 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 \$1,882,343.92; the commercial warrants (Exhibit B) total \$7,727,547.45.

STAFF RECOMMENDATION

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

Board of Trustees Purchase Order Listing

===== Fiscal Year: 2010-11 =====

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

MELLO ROOS

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

PO No.	Fund	Vendor	Description	Amount
4910	87	CAL DEPT OF EDUC	BI:CDE /Fac Acq /CVHS	6,754.57
4911	87	BOWIE ARNESON WILES &	Legal /Fac Acq /Dstrctwd	855.39
	88		Legal /Fac Acq /Dstrctwd	850.69
	90		Legal /Fac Acq /Dstrctwd	855.39
	92		Legal /Fac Acq /Dstrctwd	855.38
	94		Legal /Fac Acq /Dstrctwd	855.37
	98		Legal /Fac Acq /Dstrctwd	855.37
	95		Legal /Fac Acq /Dstrctwd	2,160.37
	93		Legal /Fac Acq /Dstrctwd	855.37
4912	87	BOWIE ARNESON WILES &	Legal /Fac Acq /Dstrctwd	7,017.13
	88		Legal /Fac Acq /Dstrctwd	5,780.03
	90		Legal /Fac Acq /Dstrctwd	4,304.03
	89		Legal /Fac Acq /Dstrctwd	1,394.00
	92		Legal /Fac Acq /Dstrctwd	4,850.75
	94		Legal /Fac Acq /Dstrctwd	2,272.52
	98		Legal /Fac Acq /Dstrctwd	3,174.52
	95		Legal /Fac Acq /Dstrctwd	2,634.02
	93		Legal /Fac Acq /Dstrctwd	4,871.02
4913	87	BRITTON CONSULTING	LndSrvey/Fac Acq /CVHS	3,000.00
4914	98	EDENCO INC.	CnsMgFee/Fac Acq /SJHHS	8,250.00
4915	87	PJHM ARCHITECTS INC	BI:Arch /Fac Acq /Dstrctwd	63,500.00

6 Purchase Orders \$125,945.92

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

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

PO No.	Fund	Vendor	Description	Amount
303806	1	DELL COMPUTER	NonCapEq/TIS /Dstrctwd	36,164.52
303807	1	GUNTHER'S ATHLETIC SERVICE	NonCapEq/CurAthlt/Tesoro	4,988.41
303808		VOID	VOID	0.00
303809	1	PALI MOUNTAIN INSTITUTE	FieldTrp/Instrctn/Wagon Wh	48,125.00
303810	1	WUHSD	Conf:Ins/SEOthIns/Dstrctwd	540.00
303811	1	EAGLE SOFTWARE	Serv&Op /Instrctn/St Edwr	1,317.25
303812	1	CAWS	Conf:Ins/Instrctn/CVHS	500.00
303813	1	CAL TRACK RECONDITIONING	NonCapEq/Instrctn/Tesoro	2,319.13
303814	1	BADEN SPORTS INC	InstMtls/Instrctn/Chaparal	190.86
303815	1	SMART & FINAL IRIS #399	SpplsNonI/PrntPart/Dstrctwd	150.00
303816	1	FORD AAA STUDENT AUTO SK	Serv&Op /Instrctn/ANHS	145.00
303817	1	APPLE COMPUTER INC	SpplsNonI/SupvAdmn/Dstrctwd	85.91
303818	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/Dstrctwd	16,796.45
303819	1	BYTES OF LEARNING INC	Serv&Op /Instrctn/Viejo	760.16
303820	1	TECH4LEARNING	InstMtls/Instrctn/CanVistE	1,020.30
303821	70	CARLOS GUZMAN INC	Serv&Op /Enterprs/Dstrctwd	1,500.00
303822	1	ORANGE COUNTY HEALTH AGENCY	Serv&Op /Saf&Trng/Dstrctwd	328.25
303823	1	ART MASTERS INC	CnsltIns/Instrctn/Barcelon	3,229.00
303824	1	APPLE COMPUTER INC	NonCapEq/Instrctn/LFMS	2,787.67
303825	1	APPLE COMPUTER INC	InstMtls/Instrctn/SMS	126.15
303826	1	APPLE COMPUTER INC	InstMtls/Instrctn/San Juan	85.91
303827	13	NEXTEL COMMUNICATIONS	Cmmnctns/FoodServ/Dstrctwd	1,000.00
303828	13	HOBART SERVICE	EuipRpr /FoodServ/Dstrctwd	10,000.00
303829	1	LEISURE CARE NURSES REGISTRY	NPA /NPA Hlth/Dstrctwd	24,499.00
			Sub NPA /NPA Hlth/Dstrctwd	2,211.20
303830	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Dstrctwd	2,199.25
303831	1	PEARSON EDUCATION	InstMtls/RSPInstr/MFMS	165.66
303832	1	FRANKLIN COVEY	SpplsNonI/PrntPart/Dstrctwd	803.47
303833	1	CALIFORNIA DEPT. OF EDUCATION	Oth Fed /Undesig /Dstrctwd	153.21
303834	1	DICK BLICK WEST	InstMtls/Enterprs/ANHS	358.53
303835	1	JAGUAR EDUCATION	InstMtls/Instrctn/Dstrctwd	237.34
303836	11	AMERICAN COUNCIL ON EDUCATION	InstMtls/Instrctn/Dstrctwd	670.00
303837	1	LAKESHORE LEARNING MATERIALS	SpplsNonI/HlthServ/Dstrctwd	15.82
303838	1	VISUAL EDGE	SpplsNonI/HlthServ/Dstrctwd	42.63
303839	1	BRIGHTLINES PAPER	SpplsNonI/HlthServ/Dstrctwd	15.77
303840	1	BRIGHTLINES PAPER	InstMtls/SEOthIns/Dstrctwd	40.99
303841	1	APPERSON EDUCATION PRODUCTS	InstMtls/Instrctn/SJHHS	155.84
303842		VOID	VOID	0.00
303843	13	APRONS GALORE PLUS	OpSupp /FoodServ/Dstrctwd	511.81
303844	13	IMAGE PRINTING SOLUTIONS	PrintDup/FoodServ/Dstrctwd	289.37
303845	1	NASCO WEST	InstMtls/Instrctn/DHHS	4,169.29
303846	12	LAKESHORE LEARNING MATERIALS	SpplsNonI/SupvAdmn/Dstrctwd	253.15
303847	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/SCHS	63.13
303848	1	SAN CLEMENTE ART SUPPLY	InstMtls/Instrctn/VarSites	700.00
303849	1	HOME ECONOMICS EDUCATION	Conf:Ins/Instrctn/ANHS	385.00

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

PO No.	Fund	Vendor	Description	Amount
303850	1	UPSTART	InstMtls/Instrctn/Hiddn Hl	62.45
303851	1	HOUGHTON MIFFLIN HARCOURT PUB	InstMtls/RSPInstr/Palisade	131.59
303852	1	QSS USER'S GROUP	CnfrNonI/Bus/Fisc/Dstrctwd	330.00
			CnfrNonI/TIS /Dstrctwd	330.00
303853	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/Dstrctwd	1,846.58
303854	1	DOHENY BUILDERS SUPPLY	SpplsNonI/Sch Adm /Dstrctwd	500.00
303855	1	RENAISSANCE LEARNING	InstMtls/SE0thIns/Dstrctwd	194.16
303856	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/MFMS	700.00
303857	1	RENAISSANCE LEARNING	InstMtls/Instrctn/Hiddn Hl	52.00
303858	1	RESEARCH PRESS	InstMtls/SDCInstr/VDMMS	90.61
303859	1	THERAPY SHOPPE	InstMtls/SE0thIns/Dstrctwd	49.14
303860	1	STAPLES ADVANTAGE	InstMtls/Instrctn/SCHS	157.08
303861	1	CORWIN PRESS INC	SpplsNonI/Sch Adm /LFMS	314.70
303862	1	SHAMROCK SUPPLY CO INC	SpplsNonI/Sch Adm /Moulton	123.98
303863	1	US TOY/CONSTRUCTIVE PLAYTHINGS	InstMtls/Instrctn/Las Palm	384.51
303864	1	SCHOOL SPECIALTY	InstMtls/Instrctn/MFMS	181.05
303865	1	BARRETT-ROBINSON INC	InstMtls/Instrctn/DHHS	685.02
303866	1	POSITIVE PROMOTIONS	InstMtls/Instrctn/RH Dana	130.14
303867	1	CAMBIUM LEARNING SOPRIS WEST	InstMtls/Instrctn/Hiddn Hl	2,511.13
303868	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Tijeras	347.00
303869	1	SHAW SPORTEXE/SPECTRA CONTRACT	Rntl:Oth/RR:Bldgs/DHHS	1,150.00
303870	1	LINGUI SYSTEMS INC	InstMtls/SE0thIns/Dstrctwd	86.89
303871	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Tijeras	347.00
303872	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Tijeras	347.00
303873	1	OCEAN INSTITUTE	FieldTrp/Instrctn/VdelMarE	23,314.00
303874	1	OCEAN INSTITUTE	FieldTrp/Instrctn/VdelMarE	14,397.00
303875	1	SIMPLEX GRINNELL LP	Rntl:Oth/RR:Bldgs/Dstrctwd	25,000.00
303876	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Lgna Nig	8,100.00
303877	1	SADDLEBACK VALLEY USD	FieldTrp/Instrctn/OsoGrand	1,608.00
303878	1	EAGLE SOFTWARE	CnfrNonI/StDev In/Dstrctwd	3,067.75
303879	1	SCHOOL SPACE SOLUTIONS	InstMtls/Instrctn/ArroyoMS	1,500.00
			InstMtls/Enterprs/ArroyoMS	114.34
303880	1	SAN DIEGO COUNTY OFFICE OF ED	CnfrNonI/SupvAdmn/Dstrctwd	125.00
303881	1	ORANGE COUNTY DEPT OF ED	CnfrNonI/Sch Adm /Dstrctwd	390.00
303882	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/Castille	39,960.00
303883	1	DAVE BANG ASSOCIATES	SI:Const/Fac Acq /RH Dana	25,403.11
303884	13	MONTAGUE COMPANY	Sm1Equip/FoodServ/Dstrctwd	74.75
303885	1	ORANGE COUNTY DEPT OF EDUC	Conf:Ins/SDCInstr/Dstrctwd	65.00
303886	1	HERITAGE MUSEUM OF OC	FieldTrp/Instrctn/VdelMarE	1,528.00
303887	1	PACIFIC MARINE MAMMAL CENTER	FieldTrp/Instrctn/Malcom	545.00
303888	1	BEARCOM	SpplsNonI/Sch Adm /BAMS	1,693.88
303889	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	1,742.59
303890	1	MCMAHAN DESK INC	SpplsNonI/Sch Adm /DHHS	815.28
303891	13	DELL COMPUTER	Comprr /FoodServ/Dstrctwd	1,978.07
303892	1	DELL COMPUTER	NonCapEq/SE0thIns/Dstrctwd	555.11
303893	1	APPLE COMPUTER INC	NonCapEq/SE0thIns/Dstrctwd	1,400.08
303894	1	DELL COMPUTER	NonCapEq/SE0thIns/Dstrctwd	27,468.98
303895	1	APPLE COMPUTER INC	NonCapEq/SE0thIns/Dstrctwd	14,275.41
303896	1	CULVER-NEWLIN INC	InstMtls/Instrctn/Dstrctwd	1,433.76
303897	1	APPLE COMPUTER INC	NonCapEq/Instrctn/LF Elem	4,129.61

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

PO No.	Fund	Vendor	Description	Amount
303898	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv&Op /Enterprs/Dstrctwd	568.80
303899	1	APPLE COMPUTER INC	NonCapEq/Instrctn/LF Elem	2,769.08
303900	1	DELL COMPUTER	NonCapEq/Instrctn/MFMS	10,627.17
303901	1	DELL COMPUTER	NonCapEq/Instrctn/Wood Cyn	989.02
303902	1	DELL COMPUTER	SpplsNonI/TIS /Dstrctwd	543.75
303903	1	DELL COMPUTER	NonCapEq/Enterprs/ANHS	1,322.67
303904	69	TRI-AD	Serv&Op /Enterprs/Dstrctwd	589.76
303905	1	NORGREN, RYAN	InstMtls/Instrctn/VarSites	581.92
303906	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Kinoshta	219.24
303907	1	STAPLES ADVANTAGE	InstMtls/RSPInstr/ANHS	89.03
303908	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Lobo	123.17
303909	1	SCANTRON	InstMtls/Instrctn/FNMS	25.77
303910	1	STAPLES ADVANTAGE	InstMtls/RSPInstr/ANHS	58.56
303911	68	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	286.43
303912	68	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	121.80
303913	1	TROXELL COMMUNICATIONS INC	InstMtls/Instrctn/FNMS	195.75
			InstMtls/Enterprs/FNMS	395.37
303914		VOID	VOID	0.00
303915	1	CALIFORNIA TRACK & ENGINEERING	Rntl:Oth/RR:Bldgs/SCHS	8,000.00
303916	1	CABRAL ROOFING & WATERPROOFING	Rntl:Oth/RR:Bldgs/VarSites	50,000.00
303917	1	CAMCOR INC	InstMtls/Instrctn/SCHS	558.86
303918	1	TROXELL COMMUNICATIONS INC	NonCapEq/Instrctn/MFMS	1,182.24
303919	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/MFMS	607.91
303920	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SMS	54.19
303921	1	CAMCOR INC	InstMtls/Instrctn/Wood Cyn	134.85
303922	1	1ST JON	Rntl:Oth/RR:Bldgs/Dstrctwd	2,000.00
303923	1	MODERN TREE	Rntl:Oth/Op:Grnds/Dstrctwd	3,000.00
303924	12	OFFICE DEPOT	SpplsNonI/SupvAdmn/Dstrctwd	5,000.00
303925	1	LAWN MOWERS ETC	Rntl:Oth/RR:Bldgs/Dstrctwd	35,000.00
303926	1	IMAGE 2000	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
303927	1	STAPLES ADVANTAGE	InstMtls/SDCInstr/MFMS	225.00
303928	1	AMS.NET	Serv&Op /TIS /Dstrctwd	1,405.68
303929	1	DELL COMPUTER	NonCapEq/SEOthIns/Dstrctwd	981.02
303930	1	DELL COMPUTER	NonCapEq/SEOthIns/Dstrctwd	1,212.79
303931	1	DELL COMPUTER	SpplsNonI/Sch Adm /LadraElm	147.89
303932	1	APPLIED HUMAN FACTORS	InstMtls/SEOthIns/Dstrctwd	357.79
303933	1	SPRINT AQUATIC	SpplsNonI/HlthServ/Dstrctwd	44.10
303934	1	MARBLESOFT SIMTECH	InstMtls/SEOthIns/Dstrctwd	137.50
303935	1	ATTAINMENT COMPANY	InstMtls/SEOthIns/Dstrctwd	140.29
303936	1	JOSTENS	SpplsNonI/Pub Info/Dstrctwd	216.84
303937	1	BADEN SPORTS INC	InstMtls/Enterprs/Dstrctwd	244.04
303938	1	ORANGE COUNTY DEPT OF EDUCAT	Serv&Op /Instrctn/SVCS	2,000.00
303939	1	GRIFFIN, MARY P	Serv&Op /Instrctn/Our Savr	215.00
303940	1	MOORE, JILL	Serv&Op /Instrctn/Our Savr	339.00
303941	1	ABSURD SHIRTS	SpplsNonI/Sch Adm /VdelMarE	1,321.25
303942	1	MOUNTAIN HOME BIOLOGICAL	InstMtls/Instrctn/CVHS	67.64
303943	1	NASCO WEST	InstMtls/Instrctn/Kinoshta	292.86
303944	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Moulton	13,750.00
303945	1	FARINO DESIGN & CONSTRUCTION	Rntl:Oth/RR:Bldgs/LRMS	950.00
303946	1	CAPISTRANO GOLF CARS	Rntl:Oth/Op:Grnds/Dstrctwd	6,000.00

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PO No.	Fund	Vendor	Description	Amount
303947	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/Wagon Wh	2,825.69
303948	1	RIS	St Rcpts/Undesig /Dstrctwd	69,252.44
303949	1	PEARSON ASSESSMENTS	SpplsNonI/PsychSer/Dstrctwd	2,224.43
303950	1	ALPINE ACADEMY	Residtl /NPS /Dstrctwd	273.40
303951	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA Hlth/Dstrctwd	1,248.00
303952	1	HERBERT, DEBRA	NPA /NPA Hlth/Dstrctwd	2,760.00
303953	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA Hlth/Dstrctwd	240.00
303954	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	18,880.00
303955	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,033.13
303956	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,136.44
303957	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,394.72
303958	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	2,066.25
303959	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	774.84
303960	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,136.44
303961	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,136.44
303962	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	826.50
303963	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	929.81
303964	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,807.97
303965	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,343.06
303966	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,446.38
303967	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,084.78
303968	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,239.75
303969	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	774.84
303970	1	MCGRAW-HILL	K-8Textb/Instrctn/Dstrctwd	233.82
303971	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,188.09
303972	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,136.44
303973	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,136.44
303974	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,549.69
303975	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,084.78
303976	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,033.13
303977	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	774.84
303978	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	723.19
303979	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	671.53
303980	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	516.56
303981	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,188.09
303982	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,756.31
303983	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,084.78
303984	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,394.72
303985	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	981.47
303986	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,291.41
303987	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,188.09
303988	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	826.50
303989	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,549.69
303990	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,084.78
303991	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	826.50
303992	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	3,538.45
303993	1	PULE, SILVIA	SpplsNonI/PrntPart/San Juan	375.00
303994	12	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Crn Villy	611.73
303995	1	SUMMIT PROFESSIONAL EDUCATION	CnfrNonI/HlthServ/Dstrctwd	220.74
303996	1	B & H PHOTOGRAPHY	NonCapEq/Instrctn/SJHHS	2,374.55

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PO No.	Fund	Vendor	Description	Amount
303997	1	GOODWILL IND OF O C	Serv&Op /GuidCnsl/Dstrctwd	240.00
303998	1	DISCOUNT OFFICE ITEMS	InstMtls/Instrctn/SCHS	389.11
303999	1	CURRICULUM ASSOCIATES	InstMtls/Instrctn/BAMS	550.29
304000	1	DISCOUNT OFFICE SERVICES	SpplsNonI/Sch Adm /DHHS	163.07
304001	1	PRO PHOTO CONNECTION INC	InstMtls/Instrctn/SCHS	435.06
304002	1	STAPLES BUSINESS ADVANTAGE	InstMtls/SDCInstr/Wood Cyn	83.73
304003	1	CAMCOR INC	InstMtls/Instrctn/DHHS	227.15
304004	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/DJAMS	923.29
304005	1	NASCO WEST	InstMtls/Instrctn/SJHHS	314.68
304006	1	INTELLITOOLS INC	InstMtls/SEOthIns/Dstrctwd	87.00
304007	1	SINGIN' AND SIGNIN' LLC	NonCapEq/Instrctn/MFMS	586.16
304008	1	ORANGE COUNTY DEPT OF EDUC	FieldTrp/Instrctn/Concordi	538.50
304009	1	APPLE COMPUTER INC	InstMtls/Instrctn/DJAMS	126.15
304010	1	APPLE COMPUTER INC	InstMtls/Instrctn/LadraElm	126.15
304011		VOID	VOID	0.00
304012	1	CAL TRACK RECONDITIONING	InstMtls/CurAthlt/ANHS	701.44
304013	1	CARLOS GUZMAN INC	Rntl:Oth/PuplTran/Dstrctwd	20,100.00
			Rntl:Oth/Dist Veh/Dstrctwd	9,900.00
304014	1	COAST HILLS COMMUNITY CHURCH	Rnt&Repr/Instrctn/Dstrctwd	3,553.00
304015	68	MCMAHAN DESK INC	SpplsNonI/Enterprs/Dstrctwd	394.35
304016	1	A2Z SIGN CO.	SpplsNonI/RR:Bldgs/Dstrctwd	3,000.00
304017	1	SIMPLEX GRINNELL LP	Rntl:Oth/RR:Bldgs/Dstrctwd	47,644.00
304018	1	TANDUS FLOORING INC.	Rntl:Oth/M&OUrOH/Dstrctwd	7,440.61
304019	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/DHHS	3,951.15
304020	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Crn Vlly	5,592.83
304021	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/FNMS	20,627.06
304022	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Bergeson	9,089.05
304023	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/LadraElm	3,853.62
			Rntl:Oth/RR:Bldgs/LRMS	3,853.63
304024	13	CAL TROPIC	Food Dry/FoodServ/Dstrctwd	2,000.00
304025	1	WORLD RESEARCH CO	InstMtls/Instrctn/MFMS	2,543.63
304026	1	RUSCO INC	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00
304027	1	ATG REHAB	SpplsNonI/HlthServ/Dstrctwd	1,728.58
304028	1	SUBSCRIPTIONS SERVICES OF	InstMtls/Instrctn/ANHS	109.85
304029	1	SMARDAN SUPPLY COMPANY	SpplsNonI/RR:Bldgs/Dstrctwd	10,000.00
304030	1	SADDLEBACK VALLEY USD	Tui:Dist/IntrAgnc/Dstrctwd	90,200.00
304031	1	SANTA ANA USD	Tui:Dist/IntrAgnc/Dstrctwd	43,280.00
304032	1	NAMES UNLIMITED	InstMtls/SDCInstr/ANHS	66.07
304033	1	SADDLEBACK EDUCATIONAL PUBLISH	InstMtls/SDCInstr/ANHS	63.46
304034	1	MILLER MECHANICAL COMMERCIAL	Rntl:Oth/RR:Bldgs/Dstrctwd	15,288.00
304035	1	JOHNSTONE SUP OF ANAHEIM	SpplsNonI/RR:Bldgs/Dstrctwd	30,000.00
304036	1	ORANGE COUNTY PROBATION DEPT	Serv&Op /Op:Grnds/Dstrctwd	25,000.00
304037	1	JOHN DEERE LANDSCAPES	SpplsNonI/Op:Grnds/Dstrctwd	30,000.00
304038	1	HIRSCH PIPE & SUPPLY	SpplsNonI/RR:Bldgs/Dstrctwd	10,000.00
304039	1	PALOS SPORTS	InstMtls/Instrctn/DHHS	79.33
304040	1	GAYLORD BROS INC	InstMtls/Instrctn/MFMS	30.73
304041	1	TANAKA FARM & PUMPKIN PATCH	FieldTrp/Instrctn/Marblehd	1,344.00
304042	1	SIERRA SOIL	SpplsNonI/Op:Grnds/Dstrctwd	25,000.00
304043	1	RANCHO SANTIAGO COLLEGE	FieldTrp/Instrctn/Lobo	415.00
304044	1	RENAISSANCE LEARNING	InstMtls/Instrctn/LF Elem	42.63

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PO No.	Fund	Vendor	Description	Amount
304045	1	OCEAN INSTITUTE	FieldTrp/Instrctn/VdelMarE	890.00
304046	1	MISSION SAN LUIS REY	FieldTrp/Instrctn/Malcom	548.00
304047	1	MOORE, JANE	Serv&Op /Instrctn/Our Savr	339.00
304048	1	TRAFFIC CONTROL SERVICE	SpplsNonI/RR:Bldgs/Dstrctwd	3,000.00
304049	1	ORANGE COUNTY DEPT OF EDUCAT	Serv&Op /Instrctn/Stnybrke	1,900.00
304050	1	BADGE A MINIT	SpplsNonI/Libr&Med/Dstrctwd	198.77
304051	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/VDMMS	60.00
304052	1	HIRSCH PIPE & SUPPLY	SpplsNonI/Op:Grnds/Dstrctwd	4,000.00
304053	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/SDCInstr/Dstrctwd	65.00
304054	1	TARGET SPECIALTY PROD	SpplsNonI/Op:Grnds/Dstrctwd	6,000.00
304055	1	AAA ELECTRIC MOTOR SALES	Rntl:Oth/RR:Bldgs/Dstrctwd	3,000.00
304056	1	STAPLES ADVANTAGE	InstMtls/SDCInstr/Tesoro	85.62
304057	1	HITT MARKING DEVICE	SpplsNonI/Sch Adm /SJHHS	35.50
304058	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Viejo	69.80
304059	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/SJHHS	468.58
304060	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/DJAMS	471.75
304061	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/San Juan	135.88
304062	1	SHAR PRODUCTS COMPANY	InstMtls/Instrctn/LF Elem	800.00
304063	1	CALIFORNIA WESTERN VISUALS	InstMtls/Instrctn/FNMS	1,215.83
304064	1	GREAT MUSIC PRODUCTS	InstMtls/Instrctn/LF Elem	1,231.44
304065	1	UNICOM	SpplsNonI/Sch Adm /Las Palm	3,449.47
304066	1	OFFICE DEPOT	InstMtls/Instrctn/San Juan	682.21
304067	1	VALIANT IMC	InstMtls/Instrctn/San Juan	772.89
304068	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/San Juan	1,215.83
304069	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/RSPInstr/Crn Vlly	260.00
304070	1	SCHOLASTIC EDUCATION	NonCapEq/Instrctn/Dstrctwd	11,882.25
304071	1	COMPLETE DRUG & DNA TESTING	Serv&Op /Sch Adm /VDMMS	380.00
304072	1	NASCO WEST	InstMtls/Instrctn/RH Dana	225.91
304073	14	TANDUS FLOORING INC.	SpplsNonI/RR:Bldgs/Dstrctwd	25,193.79
304074	68	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	1,192.25
304075	1	CB RANCH ENTERPRISES	FieldTrp/Instrctn/Lgna Nig	950.00
304076	1	QSS USER'S GROUP	CnfrNonI/Prsnl:HR/Dstrctwd	330.00
304077	1	LIBERTY FLAGS	SpplsNonI/PuplTran/Dstrctwd	48.06
304078	1	COLLINS COMPANY	InstMtls/CurAthlt/DHHS	6,000.00
304079	1	TANAKA FARM & PUMPKIN PATCH	FieldTrp/Instrctn/RH Dana	846.00
304080	1	IMAGESTUFF	SpplsNonI/Sch Adm /LF Elem	195.75
304081	1	MEDICAL DISCOUNT	InstMtls/Instrctn/DHHS	988.54
304082	1	ERC ROOFING AND SOLAR	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
304083	1	NETWORK HARDWARE RESALE	NonCapEq/TIS /Dstrctwd	6,073.50
304084	1	MNJ TECHNOLOGIES DIRECT INC	SpplsNonI/TIS /Dstrctwd	4,435.78
304085	1	DELL COMPUTER	NonCapEq/Instrctn/RH Dana	2,427.19
304086	1	DELL COMPUTER	NonCapEq/Sch Adm /FNMS	1,254.38
304087	1	DELL COMPUTER	InstMtls/Instrctn/Wood Cyn	1,330.99
304088	1	DELL COMPUTER	NonCapEq/Sch Adm /Dstrctwd	981.02
304089	1	DELL COMPUTER	InstMtls/Instrctn/Chaparal	247.68
304090	69	DELL COMPUTER	SpplsNonI/Enterprs/Dstrctwd	204.21
304091	1	DELL COMPUTER	InstMtls/Instrctn/SCHS	1,313.01
304092	1	DELL COMPUTER	NonCapEq/Sch Adm /FNMS	1,212.79
304093	1	DELL COMPUTER	SpplsNonI/Sch Adm /SMS	306.55
304094	1	DELL COMPUTER	NonCapEq/Instrctn/BAMS	5,864.00

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304095	1	STAPLES ADVANTAGE	SpplsNonI/Sch Adm /Dstrctwd	116.13
304096	1	CALIFORNIA AQUARIUM CONSULTANT	Serv&Op /SDCInstr/Dana ENF	2,200.00
304097	1	WILLIAM V MACGILL & CO	SpplsNonI/Sch Adm /Dstrctwd	173.47
304098	1	SPORT CHALET	InstMtls/CurAthlt/Tesoro	994.49
304099	1	STAPLES ADVANTAGE	SpplsNonI/Prsnl:HR/Dstrctwd	800.00
304100	1	STAPLES BUSINESS ADVANTAGE	InstMtls/Instrctn/FNMS	75.03
304101	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/PuplTran/Dstrctwd	217.39
304102	1	DELL COMPUTER	Serv&Op /Grph Art/Dstrctwd	2,883.27
304103	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Chaparal	8,259.23
304104	1	APPLE COMPUTER INC	NonCapEq/SE0thIns/Dstrctwd	725.36
304105	1	APPLE COMPUTER INC	InstMtls/SE0thIns/Dstrctwd	249.04
304106	1	APPLE COMPUTER INC	InstMtls/Instrctn/Serra	2,919.15
304107	1	APPLE COMPUTER INC	NonCapEq/Instrctn/BAMS	756.41
304108	1	LIFETIME MEMORY PRODUCTS INC	SpplsNonI/Sch Adm /Barcelon	78.30
304109	1	PC MALL GOV	SpplsNonI/SupvAdmn/Dstrctwd	157.46
304110	13	S&L ENTERPRISES	CANtrNet/FoodServ/Dstrctwd	3,000.00
304111	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SE0thIns/Dstrctwd	34.79
304112	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /Dstrctwd	34.88
304113	13	PC MALL GOV	Comptr /FoodServ/Dstrctwd	90.90
304114	1	DELL COMPUTER	InstMtls/Instrctn/DHHS	292.47
304115	1	DELL COMPUTER	NonCapEq/SE0thIns/Dstrctwd	1,008.86
304116	1	SUBSCRIPTIONS SERVICES OF	InstMtls/Enterprs/Tesoro	700.58
304117	1	CALIFORNIA TRACK & ENGINEERING	Rntl:Oth/RR:Bldgs/CVHS	8,000.00
304118	1	UNIVERSITY OF OREGON/SWIS	Serv&Op /Sch Adm /RH Dana	50.00
304119	11	EDUCATIONAL TESTING SERVICE	Serv&Op /Instrctn/Dstrctwd	2,357.00
304120	11	EDUCATIONAL TESTING SERVICE	Serv&Op /Instrctn/Dstrctwd	2,054.00
304121		VOID	VOID	0.00
304122		VOID	VOID	0.00
304123	12	HEATHER EWALT	ParntFee/Undesig /Dstrctwd	285.00
304124	12	WIN LIN	ParntFee/Undesig /Dstrctwd	285.00
304125	1	THOMAS, KOGEE	SpplsNonI/StDev In/Dstrctwd	315.20
304126	11	CA DEPT OF EDUCATION	Serv&Op /Instrctn/Dstrctwd	1,340.00
304127	1	KICHLINE, KEITH AND KYLA	Serv&Op /SE0thIns/Dstrctwd	2,850.00
304128	1	KETTERER, TODD AND LISE	Serv&Op /Spch Aud/Dstrctwd	1,850.00
304129	1	TERI INC - THE COUNTRY SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	1,052.02
304130	1	THERAPEUTIC EDUCATION CENTER	NPS /NPS /Dstrctwd	22,950.00
304131	1	CLIFFORD, JACK & SUSAN	Residtl /NPS /Dstrctwd	2,100.00
304132	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,548.00
304133	1	MC ILVAIN, PATRICK & STEPHANIE	NPS /PuplTran/Dstrctwd	3,784.20
304134	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,688.00
304135	1	FAMILY LIFE CENTER BODEGA	Residtl /NPS /Dstrctwd	19,110.60
304136	1	PRO-ED	SpplsNonI/PsychSer/Dstrctwd	452.34
304137	1	ULINE	SpplsNonI/PsychSer/Dstrctwd	91.83
304138	1	TUNED INTO LEARNING	InstMtls/SE0thIns/Dstrctwd	308.45
304139	1	WESTERN PSYCHOLOGICAL SERVICES	SpplsNonI/HlthServ/Dstrctwd	286.00
304140	1	ECS IMAGING INCORPORATED	Serv&Op /Pup Serv/Dstrctwd	846.35
304141	1	PEARSON ASSESSMENTS	SpplsNonI/HlthServ/Dstrctwd	2,270.60
304142	1	ACADEMIC THERAPY PUBL	SpplsNonI/HlthServ/Dstrctwd	145.50
304143		VOID	VOID	0.00

Board of Trustees Purchase Order Listing
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PO No.	Fund	Vendor	Description	Amount
304144	1	NEWPORT LANGUAGE & SPEECH CTRS	Sub NPA /NPA /Dstrctwd	21,132.00
304145	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	217.34
304146	1	ORANGE COUNTY DEPT OF ED	Conf:Ins/SDCInstr/Dstrctwd	195.00
304147		VOID	VOID	0.00
304148	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SE0thIns/Dstrctwd	77.73
304149	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Las Palm	5,000.00
304150	1	RHINOTEK COMPUTER PRODUCTS	SpplsNonI/Sch Adm /LF Elem	137.88
304151	1	HARLAND TECHNOLOGY SERVICES	Rntl:Oth/TIS /Dstrctwd	629.00
304152	1	ORANGE COUNTY REGISTER	Serv&Op /FacPlann/Dstrctwd	272.00
304153	25	ORANGE COUNTY REGISTER	Serv&Op /Fac Acq /Dstrctwd	952.00
304154	1	WESTERN PSYCHOLOGICAL SERVICES	SpplsNonI/HlthServ/Dstrctwd	405.40
304155	1	FOLLETT SOFTWARE CO	InstMtls/Instrctn/LF Elem	517.54
304156	1	PEARSON ASSESSMENTS	SpplsNonI/Spch Aud/Dstrctwd	993.71
304157	1	STAPLES ADVANTAGE	InstMtls/SDCInstr/Tesoro	78.77
304158	1	JANNEY, MICHAEL & VANESSA	Serv&Op /SE0thIns/Dstrctwd	5,700.00
			Serv&Op /PuplTran/Dstrctwd	570.00
304159	68	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	433.37
304160	68	MCMAHAN DESK INC	SpplsNonI/Enterprs/Dstrctwd	442.20
304161	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv&Op /Enterprs/Dstrctwd	3,853.32
304162	1	BIOMETRICS4ALL INC	Serv&Op /Prsnl:HR/Dstrctwd	33.75
304163	1	DELL COMPUTER	SpplsNonI/Pub Info/Dstrctwd	292.47
304164	1	ECL PUBLICATIONS	InstMtls/SE0thIns/Dstrctwd	48.01
304165	1	RENAISSANCE LEARNING INC	InstMtls/SE0thIns/Dstrctwd	353.72
304166	1	PEARSON ASSESSMENTS	SpplsNonI/Spch Aud/Dstrctwd	361.25
304167	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	38.99
304168	1	PRO-ED	SpplsNonI/Spch Aud/Dstrctwd	298.19
304169	1	THERAPY SHOPPE	InstMtls/SE0thIns/Dstrctwd	17.50
304170	1	ABILITATIONS	InstMtls/SE0thIns/Dstrctwd	15.86
304171	1	ATG REHAB	SpplsNonI/HlthServ/Dstrctwd	801.57
304172	1	NATIONAL RESTAURANT ASSOC.	InstMtls/Instrctn/ANHS	1,050.46
304173		VOID	VOID	0.00
304174	1	FUN AND FUNCTION	SpplsNonI/HlthServ/Dstrctwd	90.53
304175	1	LINGUI SYSTEMS INC	InstMtls/SE0thIns/Dstrctwd	384.59
304176	1	LINGUI SYSTEMS INC	InstMtls/SE0thIns/Dstrctwd	132.51
304177	1	LINGUI SYSTEMS INC	InstMtls/SE0thIns/Dstrctwd	184.71
304178	1	STARFULL EDUCATION	InstMtls/Instrctn/ArroyoEl	150.00
304179	1	PCI EDUCATIONAL PUBLISHING	InstMtls/SE0thIns/Dstrctwd	119.57
304180	1	ETC PUBLICATIONS	InstMtls/SE0thIns/Dstrctwd	108.75
304181	1	AMER ALLIANCE FOR	SpplsNonI/HlthServ/Dstrctwd	1,042.98
304182	1	ATG REHAB	SpplsNonI/HlthServ/Dstrctwd	3,724.69
304183	1	ORANGE COUNTY DEPT OF ED	Conf:Ins/SE0thIns/Dstrctwd	130.00
304184	1	ORANGE COUNTY DEPT OF ED	CnfrNonI/Board /Dstrctwd	60.00
			CnfrNonI/Supt /Dstrctwd	20.00
304185	1	ZOOMARS	FieldTrp/SDCInstr/Dana ENF	184.00
304186	1	CA SPEECH HEARING ASSOCIATION	Serv&Op /SupvAdmn/Dstrctwd	300.00
304187	1	RANCHO SANTIAGO COLLEGE	FieldTrp/Instrctn/GrgWhite	535.00
304188	1	DELL COMPUTER	NonCapEq/Sch Adm /Dstrctwd	16,511.56
304189	1	DANBRU WIRE & CABLE INC	SpplsNonI/TIS /Dstrctwd	292.42
304190	1	PCI EDUCATIONAL PUBLISHING	InstMtls/Instrctn/SJHHS	187.53
304191	1	DON JOHNSTON INC	InstMtls/SE0thIns/Dstrctwd	435.30

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PO No.	Fund	Vendor	Description	Amount
304192	1	KEY CURRICULUM PRESS	InstMtls/Instrctn/Tesoro	140.13
304193		VOID	VOID	0.00
304194		VOID	VOID	0.00
304195	1	NEFF COMPANY	InstMtls/CurAthlt/ANHS	7,334.52
304196	1	DICK BLICK WEST	NonCapEq/Instrctn/Tesoro	1,147.31
304197	1	THINKING MAPS INC	InstMtls/Instrctn/Las Palm	385.30
304198	1	LINGUI SYSTEMS INC	SpplsNonI/Spch Aud/Dstrctwd	228.10
304199	1	SOPRIS WEST INC	InstMtls/Instrctn/Wood Cyn	256.14
304200	1	MCGRAW-HILL/SRA	InstMtls/Instrctn/Wood Cyn	901.60
304201	1	SCHOLASTIC INC	Serv&Op /Instrctn/MFMS	761.25
304202	1	PEARSON ASSESSMENTS	SpplsNonI/Spch Aud/Dstrctwd	289.17
304203		VOID	VOID	0.00
304204	1	SNAP-ON INDUSTRIAL	InstMtls/Instrctn/SCHS	435.46
304205	1	BAILEY MANUFACTURING	SpplsNonI/HlthServ/Dstrctwd	184.33
304206	1	EXECUTIVE ENVIRONMENTAL SVCS	Rntl:Oth/M&OUrOH/Dstrctwd	13,975.00
304207	1	RENAISSANCE LEARNING	InstMtls/Instrctn/SVCS	246.00
304208	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Las Palm	4,473.87
304209	1	RECORDED BOOKS INC	InstMtls/Instrctn/Tesoro	660.29
304210	1	LAKESHORE LEARNING MATERIALS	InstMtls/SEOthIns/Dstrctwd	283.32
304211	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	2,148.36
304212		VOID	VOID	0.00
304213	1	VERNIER SOFTWARE	InstMtls/Instrctn/Tesoro	2,355.53
304214	1	ORANGE COUNTY DEPT OF EDUCAT	SpplsNonI/Sch Adm /LFMS	262.50
304215	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/MFMS	216.41
304216	1	CCS PRESENTATION SYSTEMS INC	InstMtls/Instrctn/DJAMS	4,241.25
304217	1	STEWART AND ASSOC	Rntl:Oth/M&OUrOH/Dstrctwd	9,130.00
304218	1	CAMCOR INC	NonCapEq/Instrctn/Oak Grv	558.86
304219	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/LadraElm	607.91
304220	1	LOCAL JANITORIAL & VACUUM	Rntl:Oth/M&OUrOH/Dstrctwd	4,246.07
304221	1	MAIER INTERNATIONAL INC	Rntl:Oth/M&OUrOH/Dstrctwd	15,073.00
304222	1	CONSOLIDATED ELECTRICAL DIST	SpplsNonI/RR:Bldgs/Dstrctwd	3,500.00
304223	1	HARLAND TECHNOLOGY SERVICES	Rntl:Oth/RR:Bldgs/MFMS	300.00
304224	1	CITY OF SAN CLEMENTE	Serv&Op /RR:Grnds/Dstrctwd	20,581.68
304225	1	CITY OF SAN JUAN CAPISTRANO	Serv&Op /RR:Grnds/Dstrctwd	28,832.72
304226	1	CDWG Inc	SpplsNonI/Purch /Dstrctwd	85.03
304227	68	CULVER-NEWLIN INC	SpplsNonI/Enterprs/Dstrctwd	342.56
304228	1	SHAW SPORTEXE/SPECTRA CONTRACT	Rntl:Oth/RR:Bldgs/CVHS	12,075.00
304229	1	PACIFIC PLUMBING COMPANY OF	Rntl:Oth/RR:Bldgs/Las Palm	5,540.44
304230	1	PRECISION AIR COND & MECH INC	SpplsNonI/RR:Bldgs/Dstrctwd	3,000.00
304231	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/Wagon Wh	2,825.69
304232	1	KNORR POOL SYSTEMS INC	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00
304233	1	CMS COMMUNICATIONS INC	Rntl:Oth/RR:Bldgs/Dstrctwd	2,000.00
304234	1	THE REGENTS UCSD SCHOOL OF	CnsltNon/HlthServ/Dstrctwd	15,000.00
304235	1	ANDY'S DRYWALL	Rntl:Oth/RR:Bldgs/VDMMS	3,800.00
304236	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/Tesoro	1,911.19
304237	1	ALISO NIGUEL AUTO CARE	Rntl:Oth/PuplTran/Dstrctwd	2,500.00
			Rntl:Oth/Dist Veh/Dstrctwd	2,500.00
304238	1	KNORR POOL SYSTEMS INC	SpplsNonI/RR:Bldgs/Dstrctwd	2,000.00
304239	1	ADA BADMINTON & TENNIS CO	InstMtls/Instrctn/CVHS	382.26
304240	1	OCEANVIEW SCHOOL	SpplsNonI/HlthServ/Dstrctwd	238.00

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PO No.	Fund	Vendor	Description	Amount
304241	1	LAKESHORE LEARNING MATERIALS	InstMtls/SEOthIns/Dstrctwd	216.41
304242	1	OC DIESEL	Rntl:Oth/PuplTran/Dstrctwd	13,987.00
304243	1	CAMCOR INC	NonCapEq/Instrctn/LFMS	562.85
304244	1	G & W TOWING	Serv&Op /PuplTran/Dstrctwd	480.00
304245	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/LFMS	923.29
304246	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Lgna Nig	500.00
304247	1	IMAGE WORKS	SpplsNonI/SupvAdmn/Dstrctwd	624.78
304248	68	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	286.43
304249	68	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	286.43
304250	68	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	286.43
304251	1	HERBERT, DEBRA	NPA /NPA Hlth/Dstrctwd	3,720.00
304252	1	LRP PUBLICATIONS	SpplsNonI/PsychSer/Dstrctwd	284.42
304253	1	PEARSON ASSESSMENTS	SpplsNonI/PsychSer/Dstrctwd	3,340.14
304254	1	DELL COMPUTER	Serv&Op /Sch Adm /Dstrctwd	41,268.00
304255	11	STECK-VAUGHN CO	Bks&Ref /Instrctn/Dstrctwd	35.99
304256	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/BAMS	57.49
304257	1	SUPER DUPER INC.	SpplsNonI/Spch Aud/Dstrctwd	478.50
304258	1	SUPER DUPER INC.	InstMtls/SEOthIns/Dstrctwd	286.72
304259	1	ABILITATIONS	InstMtls/SEOthIns/Dstrctwd	154.21
304260	1	LINGUI SYSTEMS INC	InstMtls/SEOthIns/Dstrctwd	144.37
304261		VOID	VOID	0.00
304262	1	COMPLIANCE POSTER CO	SpplsNonI/Saf&Trng/Dstrctwd	2,960.72
304263	11	PCI EDUCATIONAL PUBLISHING	Bks&Ref /Instrctn/Dstrctwd	2,292.03
304264	1	SMART & FINAL IRIS #399	SpplsNonI/PrntPart/Kinoshta	100.00
304265	1	GOPHER ATHLETIC	InstMtls/Instrctn/Hiddn Hl	426.50
304266	1	STAPLES ADVANTAGE	InstMtls/RSPInstr/Tesoro	72.94
304267	1	FISHER SCIENTIFIC	InstMtls/Instrctn/CVHS	74.99
304268	69	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	83.74
304269	1	OFFICE DEPOT	SpplsNonI/Enterprs/DHHS	95.70
304270	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/Tesoro	1,823.74
304271	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/Tesoro	1,215.83
304272	1	HOLABIRD SPORTS	InstMtls/CurAthlt/ANHS	676.64
304273	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/Tesoro	607.91
304274	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/Tesoro	607.91
304275	1	CCS PRESENTATION SYSTEMS INC	InstMtls/Instrctn/Tesoro	424.13
304276	1	MNJ TECHNOLOGIES DIRECT INC	SpplsNonI/TIS /Dstrctwd	186.62
304277	1	ERC ROOFING AND SOLAR	Rntl:Oth/RR:Bldgs/Dstrctwd	12,000.00

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Warrant Number	Name of Payee	Reference Number	Amount
159293	ALISO VIEJO COMMUNITY ASSN	PO-303354	1,742.13
159294	CITY OF SAN CLEMENTE	PO-300466	15,489.46
159295	DAVID TAUSSIG ASSOC INC	PO-302719	4,075.00
159296	MOULTON NIGUEL WATER	PO-300465	5,594.41
159297	SAN DIEGO GAS & ELECTRIC	PO-300464	127,017.21
159298	SANTA MARGARITA WATER	PO-300463	1,234.63
159299	SO CAL GAS CO	PO-300274	6,657.15
159300	ALPINE ACADEMY	PO-301355	2,080.00
159301	BLIND CHILDRENS LRNG CTR	PO-301514	1,395.00
		PO-301629	1,934.00
		PO-303245	225.00
159302	BOCKLER, BRIAN & TINA	PO-301955	1,225.00
159303	CARES	PO-301967	839.48
159304	CATHEDRAL HOME FOR CHILDREN	PO-303346	5,168.00
159305	CHILED A	PO-301128	2,911.92
159306	CINNAMON HILLS SCHOOL	PO-300413	2,835.00
		PO-300414	2,835.00
		PO-300417	2,835.00
159307	DEVEREUX ARIZONA	PO-301362	1,636.18
159308	DEVEREUX FOUNDATION	PO-302088	574.00
159309	DEVEREUX TEXAS TREATMENT	PO-300828	2,644.74
159310	DEVEREUX TEXAS TREATMENT	PO-300830	2,175.36
159311	EDUCATIONAL BASED SERVICES	PO-301944	2,800.00
159312	FARRELL, MIN KIM AND DONALD	PO-302438	2,240.00
159313	GOODWILL INDUSTRIES	PO-301935	8,400.00
		PV-012730	120.00
159314	HAHN, ERIC AND/OR PATRICIA	PO-300835	313.40
159315	HEAR NOW dba	PO-301472	497.50
159316	LEISURE CARE NURSES REGISTRY	PO-302898	2,945.00
159317	LEVIN, DR EUGENE	PO-301496	212.50
159318	NEWPORT LAN/SPEECH/AUDIO	PO-302904	1,008.00
		PO-303594	3,096.00
159319	ORANGE CTY TESTING SERV	PO-300889	82.00
159320	PARADIGM HEALTH CARE SERVICES	PO-301312	8,405.18
159321	PROGRESSUS THERAPY INC	PO-301927	14,980.00
		PO-301928	11,620.00
		PO-301929	15,680.00
159322	SANDOR, LASZLO/COURTENAY	PO-302679	344.40
159323	SHILOH TREATMENT CENTER INC	PO-300831	2,067.00
159324	WERTHEIM, MATTHEW AND CAROLYN	CL-000392	1,485.00
159325	YELLOWSTONE BOYS & GIRLS RANCH	PO-302986	1,592.00
159326	ABLENET INC	PO-300759	234.90
159327	CORVEL CORPORATION	PO-300682	175,262.97
159328	RELIANCE STANDARD LIFE INS CO	PO-300169	13,808.63
159329	UNUM LIFE INSURANCE	PO-300166	9,425.52

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Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
159330	CARLOS GUZMAN INC	PO-303761	1,500.00
159331	CAL WEEKLY EXPLORER INC	PO-303691	1,310.00
159332	MISSION SAN JUAN CAPISTRANO	PO-302670	257.50
159333	ORANGE COUNTY DEPT OF EDUCATIO	PO-303434	250.00
159334	PALI MOUNTAIN INSTITUTE	PO-302534	19,775.00
159335	BADEN SPORTS INC	PO-301877	78.00
159336	BATTERIES PLUS	PO-300332	746.03
159337	BETTER BUSINESS RECORDS	PO-300337	19.52
159338	BRINKS INC.	PO-302632	134.06
159339	CALIFORNIA WESTERN VISUALS	PO-303454	8,309.59
		PO-303481	2,769.86
159340	CAPISTRANO GOLF CARS	PO-303522	1,779.71
159341	CDWG Inc	PO-303388	213.59
		PO-303560	23.40
159342	CINTAS CORP	PO-300320	815.63
159343	CONSOLIDATED ELECT DISTR	PO-303352	1,053.55
159344	DISCOUNT OFFICE SERVICES	PO-300567	122.81
		PO-301096	54.13
		PO-301828	136.96
		PO-302850	444.52
159345	DUNN-EDWARDS CORP	PO-303063	1,700.55
159346	ENABLING DEVICES	PO-300560	114.95
159347	ENTERPRISE FLEET SERVICES	PO-300968	1,184.66
159348	LAKESHORE LEARNING MATLS	PO-303224	210.13
		PO-303451	1,794.38
159349	360 PRINT MEDIA	PO-302870	3,552.86
159350	AT&T	PO-300468	102.11
159351	MISSION VIEJO GLASS	PO-300290	706.00
159352	MOORE'S SEWING MACHINE	PO-302242	13.57
159353	OC DIESEL	PO-303647	4,313.17
159354	ORANGE COUNTY REGISTER	PO-303654	272.00
159355	ORANGE CTY PUMP CO	PO-300300	1,780.29
159356	PITNEY BOWES	PO-300254	1,016.00
159357	PITNEY BOWES INC	PO-300258	221.27
159358	PREMIERE WATER SERVICES	PO-300381	1,025.00
159359	PRINCETON HEALTH PRESS	PO-302553	104.50
		PO-302739	1,757.50
		PO-302740	380.00
159360	SEPULVEDA BLDG MATERIALS	PO-302376	962.73
159361	SMART & FINAL	PO-300186	166.57
		PO-300694	50.13
		PO-301522	51.23
		PO-302475	85.93
		PO-302757	33.18
159362	TOP-USA CORPORATION	PO-300952	169.23

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Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
159363	UNIQUE SWEEPING	PO-301108	252.00
159364	WATERLINES TECHNOLOGIES INC	PO-303027	1,355.54
159365	SMART & FINAL	PO-301842	107.70
159366	ARAMARK	PV-012733	1,366.81
159367	AUSTIN, LORI	PO-303764	251.00
159368	AZZOLLINI, CHERYL	PV-012738	213.41
159369	BERKOMPAS, JIM	PO-303687	89.06
159370	CHURCHFIELD, LYNNE	PV-012737	301.34
159371	DELL MARKETING L P	PO-303105	850.22
		PO-303573	44.03
159372	DEPT OF GENERAL SERVICES	PO-303765	360.00
159373	HATLER, JAIME	PV-012734	400.00
159374	KUBBA, DINA	PV-012740	675.00
159375	MANNAERT, BREE	PV-012736	400.00
159376	MANNAERT, STEPHANIE	PV-012735	400.00
159377	MEET THE MASTERS	PO-300110	5,239.00
159378	ORANGE CTY DEPT EDUC	PO-302327	1,000.00
159379	QSS USER'S GROUP	PV-012739	660.00
159380	RANDS, SHARON	PO-303686	495.00
159381	ROULEAU, CHARLENE	PO-303763	214.00
159382	PEREZ, VIRGINIA	PV-012741	137.00
159383	EMPLOYMENT DEVELOPMENT DEPT	PV-012742	368,231.05
159384	BOWIE ARNESON WILES &	PO-302720	2,086.50
		PO-303328	21,721.45
159385	DAVID TAUSSIG ASSOC INC	PO-302719	25,535.29
159386	MOULTON NIGUEL WATER	PO-300465	2,431.33
159387	ORANGE CTY DEPT EDUC	PO-301673	3,205.06
159388	SAN DIEGO GAS & ELECTRIC	PO-300464	22,617.21
159389	SANTA MARGARITA WATER	PO-300463	2,291.87
159390	SO CAL GAS CO	PO-300274	8,274.75
159391	SOLAG / CR&R	PO-300275	26,687.40
159392	ADAMSON, CORAL	PV-012752	97.00
159393	BIRKINSHAW, SANDY	PV-012754	35.00
159394	BUCKMAN, JENNIFER	PV-012755	77.50
159395	CARDIN, PATTI	PV-012756	132.00
159396	CAUDILL, AMANDA	PV-012757	206.00
159397	DAGLEY, JEANA	PV-012758	142.00
159398	DIXON, AURORA	PV-012759	20.00
159399	EATON, ANDREA	PV-012760	31.00
159400	EFFENBERGER, PATRICIA	PV-012761	121.00
159401	FRIEDLANDER, DOROTHY	PV-012762	259.50
159402	GAST, LUCIBEL	PV-012763	16.00
159403	HAUN, BARBARA	PV-012764	117.00
159404	HEUSER, RACHEL	PV-012765	184.50
159405	HIGHTOWER, SHERLIN	PV-012766	19.00

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Warrant Number	Name of Payee	Reference Number	Amount
159406	KIMMELL-CAMOIA, JULIE	PV-012767	168.50
159407	KOPELSON, KATHLEEN	PV-012768	102.00
159408	LAIDLEY, JOANIE	PV-012769	259.00
159409	MACKAY, FRANCES	PV-012770	70.50
159410	MANZOTTI, MARIA	PV-012771	42.00
159411	MILLER, MARIE T.	PV-012772	261.00
159412	MORAND, CARA	PV-012773	122.50
159413	PANNING LA BATE	PV-012774	128.50
159414	POWELL, CHRISTOPHER	PV-012775	92.00
159415	PRIMICIAS, MELISSA	PV-012776	44.50
159416	RODRIGUEZ, LAURA	PV-012777	103.00
159417	SCHLESINGER, JEAN	PV-012778	22.44
159418	SCHOOLER, DEBORAH	PV-012779	168.50
159419	SMITH, ANNE	PV-012780	121.00
159420	SOLTIS, PAMELA	PV-012781	59.50
159421	STOFFEL, DAVID E	PV-012782	45.50
159422	STRICKLAND, GERRY	PV-012783	443.50
159423	TUNULI, JESSICA	PV-012784	153.00
159424	VERDUGO, ANNIE	PV-012785	28.42
159425	WEIS-DAUGHERTY, DENISE	PV-012786	57.50
159426	BARRERA-CRUZ, ANGELICA	PV-012753	173.00
159427	ARTINGER, TRACEY	PV-012787	24.50
159428	BRAUN, C. ANNE	PV-012789	66.50
159429	BUSH, VIRGINIA	PV-012790	100.00
159430	CLIFT, LYNNETTE I	PV-012791	41.50
159431	COLLINGS, JANICE	PV-012792	26.50
159432	CURLEY, JULIE	PV-012793	53.50
159433	DIXON, AURORA	PV-012788	29.00
159434	ELLIOTT, CHRISHE	PV-012794	21.00
159435	ENRIQUEZ, MICHELLE L	PV-012795	117.00
159436	FARRAND, MONA	PV-012796	46.00
		PV-012797	71.00
159437	FLYNN, MARGARET	PV-012798	75.00
159438	FREDRIKSZ, LAURA	PV-012814	61.50
159439	GIELON, THIA	PV-012815	35.00
159440	GILL, ARVINDER	PV-012816	57.00
159441	GINSBERG-BROWN, CLAUDIA	PV-012817	33.50
159442	HIGHTOWER, SHERLIN	PV-012818	68.50
159443	HOOPER, GWYNETH	PV-012819	14.00
159444	HOWELL, MARIKA	PV-012820	37.50
159445	JIMENEZ, DENISE	PV-012821	144.50
159446	KLISTER, PAMELA	PV-012822	36.00
159447	LEAHY, CHRISTINA	PV-012823	96.50
159448	MANDERBACH, KAREN	PV-012824	71.50
159449	MANNAERT, BREE	PV-012825	89.00

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Warrant Number	Name of Payee	Reference Number	Amount
159450	MCKEE, DANISE	PV-012826	114.00
159451	MENDEL, LINDA	PV-012827	120.00
159452	NAPORA, NOELLE	PV-012828	24.50
159453	RODRIGUEZ, MICHELLE	PV-012829	91.50
159454	SAUER, ASHLEIGH	PV-012830	112.00
159455	SHEA HINNAG, REBECCA	PV-012831	28.50
159456	SUNICO, MA REGINA	PV-012832	78.50
159457	TURNERY, JASON	PV-012833	58.50
159458	VALENCIA, DANIELLE	PV-012834	16.00
159459	WEINELL, CAROL	PV-012835	44.50
159460	WESTON, KELLY	PV-012836	61.50
159461	WHITE, BRANDI	PV-012837	41.50
159462	WILLIAMS, STEPHANIE	PV-012838	6.50
159463	WYNNE, LAUREN	PV-012839	55.50
159464	A Z BUS SALES INC	PO-300963	146.18
159465	ACCURATE AIR ENGINEERING INC	PO-303280	12,458.19
		PO-303503	500.00
159466	AIR CONDITIONING CONTROL SYS	PO-300090	433.33
159467	ALISO VIEJO AUTO SERVICE	PO-300970	965.68
159468	ARAMARK	PO-300961	855.87
159469	BETTER BUSINESS RECORDS	PO-300337	159.17
159470	CAL-STATE AUTO PARTS INC	PO-300965	1,225.16
159471	CAMBIUM LEARNING INC.	PO-303633	375.19
159472	CAPISTRANO GOLF CARS	PO-303522	581.66
159473	CAROLINA BIOLOGICAL SUPPLY CO	PO-303237	156.32
159474	CLARK SECURITY PRODUCTS	PO-300322	1,742.64
159475	CREATIVE CONTRACTORS CORP	PO-302648	450.00
		PO-302677	550.00
159476	EAGLE	PO-303493	8,243.25
159477	EVERGREEN OIL INC	PO-300708	296.50
159478	FACTORY MOTOR PARTS	PO-300969	287.68
159479	FEDERAL EXPRESS CORP	PO-300243	474.58
159480	FRICTION MATERIALS CO.	PO-300971	2,376.86
159481	GANAHL LUMBER	PO-300315	3,384.45
159482	GAYLORD BROS INC	PO-303347	341.29
159483	HAAN CRAFTS	PO-300849	181.25
159484	HEINEMANN	PO-303371	935.15
159485	HIRSCH PIPE & SUPPLY	PO-302198	489.22
159486	HUMAN RELATIONS MEDIA	PO-303214	153.95
159487	IBBS	PO-303614	494.81
159488	IMAGE 2000	PO-300304	1,072.76
		PO-303487	299.40
		PO-303488	416.71
159489	IPC USA	PO-301228	47,793.24
159490	IRON MOUNTAIN	PO-302364	289.61

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Warrant Number	Name of Payee	Reference Number	Amount
159491	JOHNSTONE SUPPLY	PO-303523	3,009.90
159492	LAWNMOWERS ETC	PO-300452	4,135.80
159493	LINGUI SYSTEMS INC	PO-303230	127.65
159494	MOBILE COMM REPAIR INC	PO-301054	682.66
159495	GLAXOSMITHKLINE	PO-300679	254.80
159496	AT&T-CALNET2	PO-300273	24,459.27
159497	MOREY'S MUSIC	PO-300611	169.92
159498	ORANGE COUNTY FIRE PROTECTION	PO-300982	3,623.14
159499	ORANGE CTY TANK TESTING	PO-300993	781.37
159500	PC MALL GOV	PO-302787	250.31
159501	PRIORITY MAILING SYSTEMS	PO-300260	919.12
159502	PSYCHEMEDICS	PO-300678	55.61
159503	QUALITY TOWING	PO-301105	234.00
159504	RADIO SHACK	PO-300508	40.20
159505	RECYCLE AWAY SYSTEMS	PO-302786	27,884.20
159506	RICKS TRAILER SUP	PO-301103	86.25
159507	SAFETY KLEEN CORP	PO-302654	297.41
159508	SELECT EQUIPMENT SALES INC	PO-303021	1,042.24
159509	SMART & FINAL	PO-300186	47.21
		PO-300694	18.70
		PO-301521	95.92
		PO-301841	89.77
		PO-302135	117.60
		PO-302435	223.54
		PO-302475	86.24
		PO-302757	39.48
159510	SMART & FINAL	PO-300788	12.97
159511	SMOG EXPRESS	PO-301102	195.35
159512	SPICERS PAPER CO	PO-300247	2,681.88
159513	STAPLES ADVANTAGE	PO-300158	32.61
		PO-300548	509.79
		PO-300557	124.42
		PO-300562	133.09
		PO-300619	312.40
		PO-300663	181.24
		PO-300720	1,185.79
		PO-300793	270.29
		PO-300816	85.22
		PO-300823	654.76
		PO-301557	432.74
		PO-301558	69.72
		PO-301665	1,341.38
		PO-303271	13.09
		PO-303474	105.54
159514	STATE WATER RES CTRL BRD	PO-301107	1,008.00

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Warrant Number	Name of Payee	Reference Number	Amount
159515	TRUCPAR CO	PO-301225	680.84
159516	UNISOURCE CORP	PO-300143	1,145.53
159517	WATERLINES TECHNOLOGIES INC	PO-303027	1,370.41
159518	WAXIE	PO-300400	175.00
		PO-300401	2,964.73
159519	WOODWIND & BRASSWIND	PO-300615	191.45
159520	ZEE MEDICAL	PO-302244	184.57
159521	SMART & FINAL	PO-301842	71.65
159522	STAPLES ADVANTAGE	PO-300047	1,244.18
159523	UNIVERSITY TRAINING CTR	PO-303766	2,500.00
159524	STAPLES ADVANTAGE	PO-302957	243.60
159525	STAPLES ADVANTAGE	PO-301186	97.31
159526	BOWDEN, JOANNA	PV-012840	21.50
159527	BRISTOW-SHANDRO, DREW	PV-012841	50.50
159528	BROOKMAN, JOSEPH	PV-012842	131.50
159529	BUTLER, SUSAN	PV-012843	195.50
159530	CARLISLE, TERESA	PV-012847	61.50
159531	CARTISANO, JENNIFER	PV-012848	782.00
159532	CHARLES, KATE	PV-012849	7.50
159533	ELKINS, KAREN	PV-012850	128.50
159534	FERGUSON, ERIN	PV-012851	103.16
159535	GARRISON, SANDRA L.	PV-012852	19.00
159536	GIELON, THIA	PV-012853	55.50
159537	GONG, PHOEBE	PV-012854	168.00
159538	HATLER, JAIME	PV-012855	150.50
159539	HOWELL, MARIKA	PV-012856	30.00
159540	KROGMAN, DEBRAH	PV-012857	13.50
159541	MAGWOOD, DONNA KATHERINE	PV-012858	11.73
159542	MITCHELL, KAREN P	PV-012859	129.00
159543	PINKERTON, DAN	PV-012860	118.00
159544	RIEGERT, KAREN	PV-012861	114.00
159545	SHAPLAND, CHERYL	PV-012862	77.50
159546	SHERRIE, LORRAINE	PV-012863	37.50
159547	SHICK, ALLISON	PV-012864	40.08
159548	SHUMATE, DAGMAR	PV-012865	192.00
159549	WOLFSON, DONNA	PV-012866	84.50
159550	WORKMAN, KEN	PV-012867	80.40
159551	CUSD REVOLVING CASH	CM-010084	0.61-
		CM-010085	0.50-
		PV-012846	29,610.51
159552	APPLE COMPUTER INC	PO-303104	75.04
		PO-303236	108.75
		PO-303529	249.04
159553	CMC MATH	PO-302814	1,085.00

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Warrant Number	Name of Payee	Reference Number	Amount
159554	DELL MARKETING L P	PO-303108	2,741.23
		PO-303313	925.93
		PO-303314	857.94
		PO-303318	13,603.50
		PO-303327	552.79
		PO-303430	1,180.03
		PO-303436	1,180.03
		PO-303562	3,431.77
		PO-303564	2,573.81
		PO-303565	919.93
159555	DEMPSEY, MITCHELL	PO-302853	400.00
159556	EAGLE SOFTWARE	PO-303811	1,317.25
159557	INSTITUTE EDUCATION DEV	PO-303785	199.00
		PO-303786	199.00
159558	ORANGE COUNTY DEPT OF EDUCATIO	PO-302138	190.00
159559	SAN DIEGO COUNTY	PO-303684	20.00
159561	CB RANCH ENTERPRISES	PO-303782	1,050.00
159562	DISCOUNT OFFICE SERVICES	PO-301828	108.75
159563	FULLERTON ARBORETUM	PO-303781	330.00
159564	JFK TRANSPORTATION CO INC	PV-012868	37.50
159565	NEWPORT LANDING	PO-303779	792.00
159566	OCEAN INSTITUTE	PO-301726	21,000.00
159567	SOUTHERN CALIFORNIA GRAY LINE	PV-012869	712.50
159568	CAPISTRANO CONNECTIONS ACADEMY	PV-012872	61,484.20
159569	OPPORTUNITY FOR LEARNING	PV-012871	3,153.72
159570	DISCOUNT OFFICE SERVICES	PO-301609	184.86
159571	FLEET SERVICE SPECIALIST LLC	PO-302278	798.04
159572	LAKESHORE LEARNING MATLS	PO-303486	123.48
159573	DISCOUNT OFFICE SERVICES	PO-301827	1,444.64
159574	CAPISTRANO UNIFIED SCHOOL DIST	PO-300172	56,983.88
159575	METROPOLITAN EMPLOYEES	PO-300163	3,705,202.05
		PO-300171	21,912.00
159576	ADAMS, KARA	PV-012873	265.80
159577	ALVARADO, CYNTHIA	PV-012874	371.20
159578	BANH, JULIE/NAM	PV-012875	562.32
159579	BANNERMAN, CARY & KELLY	PV-012876	411.68
159580	BARNARD, ERIC & JENNIFER	PV-012877	81.64
159581	BELLOMO, PHILIP &/OR KATHY	PV-012878	91.44
159582	BOYER, DAVID OR MELISSA	PV-012879	41.16
159583	BRESSLER, ERIC & KATHY	PV-012880	253.50
159584	CAPAY, PONCIANO OR MARIA	PV-012881	104.52
159585	CLIFFORD, JACK OR SUSAN	PV-012882	458.72
159586	DIAZ, JOSE & MEREDITH	PV-012883	78.60
159587	DICK, CRAIG OR BILLIE	PV-012884	175.00
159588	EASTMAN, STEPHEN OR TARA	PV-012885	369.24

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Warrant Number	Name of Payee	Reference Number	Amount
159589	FLANAGAN, TIM	PV-012903	272.18
159590	GAITAN, SCOTT & BEVERLY Z.	PV-012886	339.90
159591	GAU, MARY	PV-012887	127.40
159592	GIDEONS, CHRIS OR VALLI	PV-012888	330.68
159593	GUZMAN GARCIA, OMAR	PV-012889	336.42
159594	HADDAD, MIKE OR BECKY	PV-012890	186.20
159595	HALL, SHANELLE	PV-012891	45.08
159596	HAMEED, SHAWN	PV-012892	394.80
159597	HARRAMAN, RUSSEL & IVANA	PV-012893	174.58
159598	HOGGATT, ROBERT/VERONICA	PV-012894	124.32
159599	HOWELLS, SHERI	PV-012895	568.80
		PV-012896	483.84
159600	HYLTON, CHRIS OR HERMINIA	PV-012897	136.36
159601	JACKSON, JENNIFER	PV-012898	171.64
159602	JARRELL, INESSA OR KEVIN	PV-012899	60.90
159603	JONES, DANNY & NANCY	PV-012900	168.60
159604	LAW, YUET	PV-012901	167.44
159605	LEVIN OR, PAUL	PV-012902	346.64
159606	LIDDLE, DREW & LESLIE	PV-012905	331.32
159607	LOUIE, DARRYL OR CATHERINE	PV-012906	237.00
159608	GEORGE COOPER RUDOLPH ATTORNEY	PO-303624	9,921.20
159609	MOULTON NIGUEL WATER	PO-300465	3,864.74
159610	SAN DIEGO GAS & ELECTRIC	PO-300464	67,075.59
159611	SANTA MARGARITA WATER	PO-300463	10,224.00
159612	SO CAL GAS CO	PO-300274	6,467.57
159613	SO COAST WATER DIST	PO-300462	282.67
159614	SOUTHERN CALIFORNIA EDISON	PO-301282	3,833.99
159615	DOLINKA GROUP LLC	PO-300511	1,837.50
159616	CAPISTRANO CONNECTIONS ACADEMY	PO-300738	410,072.00
159617	HERITAGE MUSEUM OF OC	PO-303886	1,528.00
159618	JOURNEY CHARTER SCHOOL	PO-300743	78,084.00
159619	OCEAN INSTITUTE	PO-303868	347.00
		PO-303871	347.00
		PO-303872	347.00
		PO-303873	23,314.00
		PO-303874	14,397.00
		PO-303876	8,100.00
159620	OPPORTUNITY FOR LEARNING	PO-300739	33,949.00
159621	CAPISTRANO CONNECTIONS ACADEMY	CM-010090	6,666.00-
		CM-010091	162.00-
		PV-013004	99,265.50
		PV-013010	935.00
		PV-013011	353.00
		PV-013012	1,261.00
		PV-013013	40.00

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Warrant Number	Name of Payee	Reference Number	Amount
159622	OPPORTUNITY FOR LEARNING	PV-013009	17,818.20
		PV-013014	257.00
		PV-013015	725.00
159623	INTEGRATED BUSINESS SOLUTIONS	PO-301724	27.00
159624	BEADLE, DEBORAH	PV-012955	23.40
159625	BEJARANO, CRYSTAL F	PV-012956	52.45
159626	BRISTOW, JEFFREY	PV-012957	6.35
159627	DIXON, AURORA	PV-012962	136.68
159628	FARLEY, JOSEPH M	PV-013007	524.77
159629	FARNOUDI, GHOLAM	PV-013006	273.60
159630	FORREST, CATHY	PV-012963	10.00
159631	GOMEZ, OLGA MORENA	PV-012964	4.75
159632	LALAND, JEREMIAH	PV-012966	67.00
159633	MOE, KENNETH L	PV-012967	102.59
		PV-012971	257.85
159634	OCHWAT, ADAM	PV-012968	7.00
159635	PULE, SILVIA	PV-012977	375.00
159636	QUINN, KRISTINA	PV-012969	60.00
159637	ROBUSTELLI, LUCILLE	PV-012978	174.86
159638	SANDOVAL, YOHANA	PV-012979	276.52
159639	SCHOLL, BARBARA	PV-012981	47.19
159640	SPIRIDONOFF, TRACI	PV-012989	273.60
159641	THOMAS, KOGEE	PV-013005	315.20
159642	WEITZEL, RENEE	PV-012991	31.81
159643	ZALLAR, SUE	PV-012992	84.26
159644	APPLETON, MARREENA	PV-012954	39.00
159645	HANSON, KATHY	PV-012965	30.43
159646	VERMEULEN, DONALD	PV-012990	33.07
159647	ACQUANITA, MARY	PV-012953	142.50
159648	BUENROSTRO, KARLA	PV-012958	54.00
159649	BANIASAD, AMIR	PV-012921	356.04
159650	BIRTCH, RANDY OR LAURA	PV-012923	147.36
159651	BODO, JOHN & TERA	PV-012925	181.48
159652	CLARK, BRIAN OR YOLANDA	PV-012926	1,192.80
159653	CRUME, KELLEY &/OR	PV-012928	1,209.02
159654	CUHADAROGU, MEHMET OR BELGIN	PV-012927	1,496.68
159655	GALLO, NORA	PV-012932	843.18
159656	GRISHAM, JEFFREY & MELINDA	PV-012929	313.92
159657	HALL, SHANELLE	PV-012930	41.86
159658	JOHANNES, JENNETTE	PV-012931	219.84
159659	MACIBORSKI, MIKE OR STEPHANIE	PV-012933	76.01
159660	MARTIN, PETER/NORMA	PV-012934	39.20
159661	MC EACHRAN, KYLE OR MELISSA	PV-012935	93.30
159662	MC KEAGUE, JOHN & SHARON	PV-012936	127.40
159663	MEADOWS, DEBORAH	PV-012937	799.68

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Warrant Number	Name of Payee	Reference Number	Amount
159664	MICHEL, WALTER &/OR NANCY	PV-012938	166.26
159665	ORTIZ, VICTOR & BRANDY	PV-012939	571.34
159666	PRINGLE, DIANE	PV-012940	95.76
159667	PUGH, BRAD &/OR SHERRI	PV-012941	64.26
		PV-012942	45.90
159668	REDING, CLARE & SHAD	PV-012943	95.92
159669	RETTBERG, HELEN	PV-012944	509.12
159670	RICHMOND, HEIDI	PV-012945	308.88
159671	RODAS, PHILLIP AND CAROLYN	PV-012946	81.30
159672	ROHDE, JAN &/OR JOY	PV-012947	92.70
		PV-012948	80.34
159673	ROTH, JAY &/OR KERI	PV-012949	419.44
159674	STALEY, ANNA DAWN OR MATTHEW	PV-012950	85.96
159675	STEBENNE, STUART/LISA	PV-012951	407.44
159676	THOMAS, ED OR REBECCA	PV-012980	329.55
159677	TRITZ, RICHARD &/OR JULIE	PV-012982	118.44
159681	UNGOS, JAY AND MARIE	PV-012983	59.16
159682	VON DWINGELO, ANTHONY/ELIZABET	PV-012984	115.20
159683	WILLIAMS, GINI	PV-012985	76.44
159684	ZABALA, DANIEL & JACQUELINE	PV-012986	61.04
159685	ZATIZABAL, XAVIER OR MICHELLE	PV-012987	331.84
159686	STATE BD EQUALIZATION	PV-012922	458.14
159687	STATE BD EQUALIZATION	PV-012924	319.12
159688	1ST JON	PO-300343	737.13
159689	A Z BUS SALES INC	PO-300963	2,378.08
159690	AMS.NET	PO-303556	2,380.00
159691	ANDY'S DRYWALL	PO-303587	5,500.00
159692	APPERSON	PO-303841	155.84
159693	AUTO SHOP EQUIP CO INC	PO-303048	5,721.29
		PO-303582	2,400.00
159694	B & H PHOTOGRAPHY	PO-303395	995.00
159695	BETTER BUSINESS RECORDS	PO-300337	282.62
		PO-300683	68.03
159696	BYTES OF LEARNING INC	PO-303426	699.00
		PO-303427	699.00
		PO-303428	699.00
		PO-303799	699.00
		PO-303801	699.00
		PO-303819	699.00
159697	CAL-STATE AUTO PARTS INC	PO-300965	694.11
159698	CALIFORNIA DEPT. OF EDUCATION	PO-303833	153.21
159699	CALIFORNIA WESTERN VISUALS	PO-303287	607.91
159700	CDWG Inc	PO-303620	15.81
159701	DISCOUNT OFFICE SERVICES	PO-300045	9.78
		PO-301609	51.92

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Warrant Number	Name of Payee	Reference Number	Amount
159702	DISCOVERY EDUCATION	PO-302673	410.91
159703	FLINN SCIENTIFIC INC	PO-302903	2,217.05
		PO-303143	767.33
		PO-303551	71.73
159704	IPC USA	PO-301228	23,772.88
159705	LAWNMOVERS ETC	PO-300452	268.91
159706	PACIFIC MOBILE HOME CONS	PO-303250	10,708.28
		PO-303501	7,800.00
159707	TANDUS FLOORING INC.	PO-303188	2,192.74
159708	ADMINISTRATIVE SOFTWARE	PO-301349	1,194.60
		PO-303794	4,720.00
159709	BENS ASPHALT	PO-303062	5,082.00
159710	CAPISTRANO UNIFIED SCHOOL DIST	PO-300172	81,266.01
159711	CARLOS GUZMAN INC	PO-303821	1,500.00
159712	MOUNTAIN HOME BIOLOGICAL	PO-302840	682.50
159713	NCS PEARSON	PO-303247	709.80
159714	ORANGE CTY HEALTH AGENCY	PO-303822	328.25
159715	PEARSON	PO-303370	51.12
159716	PEARSON ASSESSMENTS	PO-303211	289.17
		PO-303561	1,066.53
159717	PEARSON EDUCATION	CM-010086	446.77-
		CM-010087	552.73-
		CM-010088	467.37-
		CM-010089	430.67-
		PO-302416	3,458.25
		PO-302505	244.68
		PO-302506	1,934.79
		PO-302509	346.49
		PO-302828	100.04
		PO-302878	1,302.68
		PO-302887	1,832.88
		PO-302892	2,951.04
		PO-303466	1,209.74

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Board of Trustees Warrant Listing
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Board of Trustees Meeting.....03/08/11

Warrant Number	Name of Payee	Reference Number	Amount
159718	SCOTT FORESMAN	PO-300622	15,785.28
		PO-300637	11,232.92
		PO-301075	3,119.39
		PO-301996	808.01
		PO-302079	808.01
		PO-302108	657.07
		PO-302110	1,616.03
		PO-302200	1,479.87
		PO-302218	2,148.36
		PO-302398	1,432.24
		PO-302479	1,294.79
		PO-302725	4,296.71
		PO-302726	4,296.71
		PO-303034	3,551.69
		PO-303035	2,593.30
		PO-303036	3,551.69
		PO-303037	1,599.45
		PO-303183	818.89
159719	SMART & FINAL	PO-300186	27.76
		PO-302475	73.99
159720	TECH4LEARNING	PO-303443	954.00
159721	TENNIS WAREHOUSE	PO-301215	59.38
159722	THERAPRO	PO-301580	108.76
		PO-301582	73.80
159723	THINKING MAPS INC	PO-301481	2,645.56
		PO-302270	4,034.63
159724	TIME FOR KIDS	PO-301948	672.00
		PO-301978	954.72
159725	ULTIMATE OFFICE	PO-302561	144.22
159726	UNIVERSITY OF MINNESOTA	PO-302383	49.95
159727	VANTAGE LEARNING	PO-303365	2,400.00
		PO-303448	4,050.00
159728	VERIZON WIRELESS	PO-300960	259.25
159729	VOIPLINK INC.	PO-303288	69.43
159730	WARDS NATURAL SCIENCE	PO-302945	464.49
159731	WEEKLY READER	PO-301873	152.70
159732	WESTERN EXTERMINATORS	PO-300459	200.00
159733	WESTERN PSYCH SERVICES	PO-300005	1,632.89
		PO-300127	949.82
159734	WHITE CAP INDUSTRIES INC	PO-300461	274.28
		PO-300493	79.65
159735	WOODWIND & BRASSWIND	PO-300615	9.75
		PO-303456	1,940.00
159736	YOUNGS GUIDE TO GLIDES	PO-302392	52.78
		PO-303343	160.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....03/08/11

Warrant Number	Name of Payee	Reference Number	Amount
159737	SMART & FINAL	PO-301842	25.15
159738	TRI-AD	PO-303904	589.76
159739	BLAINE WINDOW HARDWARE	PO-300339	325.40
159740	COLLEGE BOARD, THE	PO-301368	200.00
159741	EAGLE SOFTWARE	PO-303878	2,250.00
159742	ENABLING DEVICES	PO-302125	106.85
159743	EVERYTHING MEDICAL	PO-303744	204.20
159744	FORD AAA STUDENT AUTO SK	PO-303816	145.00
159745	GRIFFIN, MARY P	PO-303939	215.00
159746	HOME ECONOMICS EDUCATION	PO-303849	385.00
159747	JASPER ENGINE & TRANSMISSION	PO-300974	6,381.31
159748	MOORE, JILL	PO-303940	339.00
159749	ORANGE COUNTY DEPT OF EDUCATIO	PO-302700	65.00
		PO-303938	2,000.00
159750	ORANGE CTY DEPT EDUC	PO-303885	65.00
159751	PAT PRATHER	PO-303812	500.00
159752	QSS USER'S GROUP	PV-013003	330.00
159753	H2O SPOT	PV-013020	2,206.75
159754	NEELY, EDWIN S	PV-013017	1,486.10
159755	PAYNE, JODY	PV-013016	379.20
159756	SPECTRUM SOLUTIONS DBA	PV-013019	2,500.20
159757	YOUNG REMBRANDTS	PV-013018	18,110.05
159758	AAA ACADEMICS	CL-001492	1,057.12
		CL-001641	2,000.00
		PO-303574	92.88
159759	ART MASTERS INC	PO-303823	1,833.00
159760	DELL FINANCIAL SERVICE	PO-303695	17,999.42
159761	DELL MARKETING L P	PO-302631	89.78
		PO-303314	67.99
		PO-303318	1,087.85
		PO-303634	1,064.79
		PO-303635	1,167.05
159762	JOY FOR KIDS PHYS THERAPY INC	PO-302974	1,045.00
159763	KRANTZ, TRICIA ELIZABETH	PO-301922	1,339.20
159764	MEET THE MASTERS	PO-300108	1,640.50
159765	MELISSA KOBA	PO-302419	210.00
159766	ORANGE CTY DEPT EDUC	CL-000332	35,222.94
		CL-000333	15,733.55
		CL-001441	65,455.66
159767	YMCA OF ORANGE COUNTY	PO-301435	6,361.31
		PO-301455	12,169.45
159768	KRANTZ, TRICIA ELIZABETH	PO-301922	100.80
159769	BERGMAN & DACEY INC	PO-302721	5,400.00
159770	BOWIE ARNESON WILES &	PO-302720	369.00
		PO-303328	6,346.05

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Board of Trustees Meeting.....03/08/11

Warrant Number	Name of Payee	Reference Number	Amount
159771	MOULTON NIGUEL WATER	PO-300465	314.40
159772	SAN DIEGO GAS & ELECTRIC	PO-300464	37,841.83
159773	SO CAL GAS CO	PO-300274	5,119.30
159774	SOUTHERN CALIFORNIA EDISON	PO-301282	6,645.44
159775	BOWIE ARNESON WILES &	PO-301875	7,248.14
159776	ARAKAWA, SCOTT	PV-013030	72.50
159777	BECERRA, CRAIG	PV-013031	19.00
159778	BROWN, SUSAN	PV-013032	15.00
159779	CALAGUAS, MARCOS	PV-013033	21.03
159780	CALVA, VICTOR	PV-013038	25.62
159781	CARDENAS, FELIPE	PV-013039	26.64
159782	ELLIS, SHAWNA	PV-013040	72.50
159783	FLUENT, TERRY	PV-013041	26.08
159784	GALANG, ROGEL	PV-013042	19.03
159785	GODFREY, NICOLE	PV-013043	211.00
159786	HOWARD, ANDREA	PV-013046	150.00
159787	JACKSON, JENNIFER	PV-013047	129.00
159788	LEE, DEBBIE	PV-013048	8.50
159789	MENDOZA, FILEMON	PV-013054	26.13
159790	NASON, KIM	PV-013063	58.50
159791	PEREZ, RICHARD	PV-013065	83.50
159792	RILEY, JOLENE	PV-013066	120.50
159793	SCOTT WOLFE	PV-013061	16.50
159794	TALILI, MAILUMAI	PV-013067	104.50
159795	THORNBURG, QUIN	PV-013068	88.00
159796	TIOTUICO, ALLAN	PV-013056	17.50
159797	TORRES, PERCY	PV-013059	26.64
159798	WENTZEL, KORY	PV-013069	162.00
159799	WHEELER, DIANA	PV-013062	24.00
159800	WRIGHT, RACHEL	PV-013070	38.50
159801	YSLAS, ART	PV-013071	7.50
159802	A Z BUS SALES INC	PO-300963	799.79
159803	DISCOUNT OFFICE SERVICES	CM-010093	345.68-
		PO-301609	295.09
		PO-301828	555.03
		PO-302485	96.80
159804	JAGUAR EDUCATION	PO-303492	98.90
159805	JOHNSTONE SUPPLY	PO-303523	2,710.04
159806	JOSTENS	PO-303311	3,096.60
159807	KELLY PAPER COMPANY	PO-300246	3,905.50
159808	KLEEN SLATE CONCEPTS	PO-303648	2,512.13
159809	LAKESHORE	PO-302361	317.00
		PO-303461	104.10
		PO-303607	59.75

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Board of Trustees Warrant Listing
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Board of Trustees Meeting.....03/08/11

Warrant Number	Name of Payee	Reference Number	Amount
159810	LAKESHORE LEARNING MATLS	PO-302914	164.64
		PO-303450	2,633.93
		PO-303459	161.07
159811	LIBERTY CLASSICS INC	PO-303406	241.10
159812	LIFE TRENDS GROUP TLTG INC	PO-303631	3,919.68
159813	LINGUI SYSTEMS INC	PO-303599	280.65
159814	LOS ANGELES FREIGHTLINER	PO-301057	2,412.17
159815	PACIFIC ROOFING SYSTEMS	PO-302265	7,180.69
159816	PRUDENTIAL OVERALL SUP	PO-300256	164.06
		PO-301004	50.86
159817	UNION BANK OF CALIFORNIA	PO-301671	7,948.37
159818	UNITED RENTALS	PO-300252	34.80
159819	LAKESHORE LEARNING MATLS	PO-301650	200.20
		PO-301895	89.50
		PO-303222	94.89
159820	MOBILE MODULAR	PO-300278	610.00
159821	WILLIAMS, SHARON	PV-013051	1,372.86
159822	EXECUTIVE ENVIRONMENTAL SVCS	PO-303898	568.80
159823	AMERICAN LOGISTICS COMPANY LLC	PO-301372	9,200.00
159824	AUSTIN WHITNEY	PO-303498	1,000.00
159825	JFK TRANSPORTATION CO INC	PV-013045	1,591.25
159826	OCEAN INSTITUTE	PO-303944	13,055.75
		PO-304045	890.00
159827	ORANGE CTY DEPT EDUC	PO-304008	538.50
159828	RS CCD	PO-304043	415.00
159829	SOUTHERN CALIFORNIA GRAY LINE	PV-013049	2,848.40
159830	CAPISTRANO CONNECTIONS ACADEMY	PV-013057	31,304.00
		PV-013058	48.68
159831	OPPORTUNITY FOR LEARNING	PV-013055	5.17
		PV-013064	3,413.00
159832	ADAMS & ASSOCIATES	PO-303793	7,600.00
159833	ALPINE ACADEMY	PO-301356	2,080.00
159834	AUTISM BEHAVIOR CONSULTANTS	PO-301966	4,520.75
159835	AUTISM INTERVENTIONS	PO-301969	1,640.18
159836	AUTISM SPECTRUM THERAPIES	PO-301968	1,245.00
159837	BLIND CHILDRENS LRNG CTR	PO-301629	139.00
		PO-303245	270.00
159838	CENTER FOR AUTISM &	PO-301337	224.88
		PO-302282	691.53
159839	DANIEL, JASON & RUTHIE	PO-301633	2,500.00
159840	EDUCATIONAL BASED SERVICES	PO-301944	2,800.00
159841	GOODWILL IND OF O C	PO-303997	240.00
159842	GOODWILL INDUSTRIES	PO-301935	845.00
159843	HEAR NOW dba	PO-301472	127.50
159844	KIM AND/OR, CHANDRA	PO-301956	789.90

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Warrant Number	Name of Payee	Reference Number	Amount
159845	LANGUAGE NETWORK	PO-300984	251.75
159846	LEISURE CARE NURSES REGISTRY	PO-301345	4,199.00
159847	MAXIM HEALTHCARE SERVICES	PO-301346	7,873.82
159848	MCCORMACK, MARC AND/OR KRISTA	PO-301485	423.50
159849	MCILLVAIN, STEPHANIE & PATRICK	PO-303714	2,676.00
159850	MOSER, PAUL & SONIA	PO-303476	295.00
159851	MURPHY, CASEY AND/OR JILL	PO-301363	313.40
159852	OCEANVIEW SCHOOL	PO-300418	4,720.00
		PO-301962	4,720.00
159853	ORANGE CTY DEPT EDUC	PO-301627	106,974.98
159854	ORANGE CTY TESTING SERV	PO-300889	235.00
159855	PATTERSON, PAMELA	PO-301634	1,825.00
159856	PIERSON, CHRISTOPHER	PO-300422	910.21
159857	RAINBOW CONNECTION	PO-300861	412.00
159858	RED ROCK CANYON SCHOOL	PO-300833	2,625.00
159859	ROZENBERG, ABBY	PO-301129	1,687.50
159860	CAMPCO	PO-301492	10,512.50
159861	CREATIVE GYMNASTICS	PO-302894	1,500.00
159862	CREATIVE PATHWAYS TO	PO-302152	6,000.00
159863	CSBA	PO-303156	765.00
159864	DANNIS WOLIVER KELLEY	PO-301302	1,885.15
		PO-301304	13,050.62
159865	INTERNATIONAL BACCALAUREATE	PO-303410	1,246.00
159866	LUCE FORWARD HAMILTON &	PO-302502	3,670.88
159867	MOORE, JANE	PO-304047	339.00
159868	ORANGE COUNTY DEPT OF ED	PO-303881	390.00
159869	PACIFIC AUDIOLOGICS	PO-300514	17,355.00
159870	STEIN, CHRISTINE E	PO-301930	1,010.00
		PO-302037	460.00
159871	T DAVIS & ASSOCIATES INC	PO-300095	2,916.66
159872	TAPS, JENNIFER	PO-303770	1,677.91
159873	VAVRINEK TRINE DAY & CO LLP	PO-302501	25,791.00
159874	YMCA OF ORANGE COUNTY	PO-301436	8,250.76
		PO-301455	8,522.22
159875	STEIN, CHRISTINE E	PO-302037	4,140.00
159876	MAILFINANCE	PO-300239	907.73
159877	MODERN TREE	PO-302659	620.00
		PO-303923	3,000.00
159878	PEPPER-LOS ANGELES, J W	PO-302762	487.86
159879	PRO PHOTO CONNECTION INC	PO-304001	435.06
159880	RICKS TRAILER SUP	PO-301103	760.44
159881	SEHI COMPUTER	PO-301253	469.36
159882	SMARDAN SUPPLY COMPANY	PO-300479	31.78

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Board of Trustees Warrant Listing
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Board of Trustees Meeting.....03/08/11

Warrant Number	Name of Payee	Reference Number	Amount
159883	SMART & FINAL	PO-300186	68.67
		PO-302135	129.21
		PO-302475	219.63
159884	SMART & FINAL	PO-300788	61.91
159885	SMARTERVILLE EDUCATIONAL	PO-303576	65.95
159886	SOUTHERN CA BOILER INC	PO-300380	569.11
159887	SPICERS PAPER CO	PO-300247	11,086.32
159888	SPORTS FACILITIES GROUP INC	PO-300379	915.00
159889	ST4 LEARNING INC.	PO-303566	211.50
159890	STERICYCLE INC	PO-300734	140.44
159891	TELL STEEL INC	PO-303626	3,676.21
159892	THINKING MAPS INC	PO-303568	3,890.53
159893	TRIPLE "A" COMM & PUMPING	PO-301785	1,350.00
159894	VERNON LIBRARY SUPPLIES INC	PO-303758	452.23
159895	WAL MART COMMUNITY	PO-302409	100.27
		PO-302756	292.00
159896	WAL MART COMMUNITY	PO-301001	225.82
		PO-301002	14.74
		PO-302613	63.52
159897	WESTERN GRAPHIX	PO-302402	388.06
159898	WHITE CAP INDUSTRIES INC	PO-300461	15.32
		PO-300493	955.39
159899	XPEDX	PO-300261	570.43
159900	SMART & FINAL	PO-300191	166.07
		PO-301842	360.36
159901	WAL MART COMMUNITY	PO-300188	150.08
		PO-301523	176.41
		PO-301526	72.25
		PO-301527	9.87
159902	WAL MART COMMUNITY	PO-301524	145.19
159903	ATG - DESIGNING MOBILITY INC	PO-303122	465.23
159904	B & H PHOTOGRAPHY	PO-303651	599.75
159905	CALIFORNIA WESTERN VISUALS	PO-303597	3,039.56
		PO-303618	607.91
159906	CAMCOR INC	PO-303737	8.68
159907	CAPISTRANO GOLF CARS	PO-303946	1,255.53
159908	CHEVROLET OF IRVINE	PO-301231	1,936.93
159909	CLARK SECURITY PRODUCTS	PO-300322	1,148.40
159910	CONSOLIDATED ELECT DISTR	PO-303352	2,590.01
159911	CULVER-NEWLIN INC	PO-303524	273.22
159912	DANBRU WIRE & CABLE INC	PO-300327	4,382.60
159913	DENAULT'S HARDWARE	PO-300711	55.83
159914	DUNN-EDWARDS CORP	PO-303063	760.87
159915	AT&T	PO-300468	91.55
159916	BRENTLINGER, JODEE	PV-013104	161.50

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Warrant Number	Name of Payee	Reference Number	Amount
159917	E. STEWART AND ASSOCIATES	PO-300470	1,884.00
		PO-303518	3,000.00
159918	MAYER-JOHNSON CO	PO-302862	129.00
159919	MILLER MECHANICAL COMMERCIAL	PO-304034	506.56
159920	NATIONAL CONTROLS INC	PO-300293	1,146.40
159921	NATIONWIDE FIRE PROTECTION	PO-302491	55.56
159922	NEUPAC RESOURCES INC	PO-300259	1,626.80
159923	ONE STOP BINDERY	PO-300248	800.00
159924	ORANGE COUNTY REGISTER	PO-303705	148.68
159925	PACIFIC GO NATURAL GAS	PO-300991	3,726.43
159926	PACWEST AIR FILTER	PO-303521	16,212.75
159927	PARKHOUSE TIRE INC.	PO-303644	4,798.00
159928	PEARSON EDUCATION	PO-302888	1,729.13
159929	RICKS TRAILER SUP	PO-301103	199.87
159930	RINCON TRUCK PARTS	PO-301227	2,249.65
		PO-303688	1,466.94
159931	SAF-COM SUPPLY	PO-300283	1,037.52
159932	SAFETY KLEEN CORP	PO-300794	327.60
159933	SARGENT-WELCH/VWR SCIENT	PO-303552	3,707.80
159934	SCHAEFFER MFG	PO-301222	495.01
159935	SCOTT FORESMAN	PO-302081	808.01
159936	SIMPLEX GRINNELL LP	PO-303875	8,365.35
159937	SMARDAN SUPPLY COMPANY	PO-300479	3,165.92
159938	SMART & FINAL	PO-300186	48.06
		PO-300693	296.80
		PO-300694	64.82
		PO-301841	78.94
		PO-302475	20.83
159939	SO COAST AIR QULTY MGMT	PO-301218	1,103.19
159940	SOUTH COAST ANSWERING SERVICE	PO-300477	120.23
159941	SOUTH COAST FAMILY MEDI CENTER	PO-300003	1,905.00
		PO-302295	350.00
159942	SOUTH COAST MEDICAL GROUP	PO-300004	595.00
159943	SOUTHERN CA BOILER INC	PO-300380	546.84
159944	TIFCO INDUSTRIES	PO-301221	2,048.84
159945	UNITED PARCEL SERV	PO-300244	4,400.00
159946	ANTONIUS, LYNDA	PV-013105	239.83
159947	BRUNSON JR., LARRY W.	PV-013106	33.66
159948	CARLISLE, TERESA	PV-013107	44.37
159949	DIXON, AURORA	PV-013108	63.59
159950	FLUENT, TERRY	PV-013109	102.72
159951	HALL, SHANELLE	PV-013122	128.80
159952	HIGHTOWER, SHERLIN	PV-013110	63.59
159953	KUBBA, DINA	PV-013111	181.95
159954	LAWING, KORIN	PV-013112	18.08

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Board of Trustees Meeting.....03/08/11

Warrant Number	Name of Payee	Reference Number	Amount
159955	MATIENZO, NINA RIE	PV-013114	40.60
159956	MATSUOKA, SHARON	PV-013117	269.02
159957	MEISSNER, ANDREA	PV-013115	21.00
159958	MERRINER, SUSAN	PV-013113	15.00
159959	PATERSON, ELIZABETH	PV-013116	63.59
159960	PETTEY, STEPHANIE	PV-013118	423.46
159961	SCHROEDER, JANICE	PV-013119	53.59
159962	EN TOUR DANCE ACADEMY LLC	PV-013120	270.00
159963	H2O SPOT	PV-013121	5,040.00
159964	US BANK CORP PAYMENT SYSTEM	PV-013096	739.84
		PV-013098	2,718.14
		PV-013100	248.82
		PV-013101	1,462.74
		PV-013103	1,660.96
159965	US BANK CORP PAYMENT SYSTEM	PV-013098	569.85
		PV-013103	3,182.93
159966	CAPISTRANO UNIFIED SCHOOL DIST	PO-300172	83,800.25
159967	CONNECTICUT GEN LIFE INS CO	PO-300173	14,235.88
159968	CONNECTICUT GENERAL LIFE	PO-300170	33,951.54
159969	CORVEL CORPORATION	PO-300174	18,125.59
159970	CB RANCH ENTERPRISES	PO-304075	950.00
159971	COAST HILLS COMMUNITY CHURCH	PO-304014	3,553.00
159972	DYNAVOX SYSTEMS LLC	PO-302771	373.41
		PO-303290	2,774.23
159973	FLEET SERVICE SPECIALIST LLC	PO-300972	3,273.86
		PO-303646	3,926.05
159974	FREEWAY AUTO SUPPLY & MACHINE	PO-302059	1,013.95
159975	FRICTION MATERIALS CO.	PO-300971	3,274.83
159976	GAYLORD BROS INC	PO-303435	40.28
159977	HIRSCH PIPE & SUPPLY	PO-302198	1,130.81
159978	HYDRO-SCAPE PRODUCTS INC	PO-300448	101.36
159979	INTERLIGHT	PO-303650	282.90
159980	INTERSTATE BATTERIES	PO-300975	918.06
159981	JOHN DEERE LANDSCAPES	PO-300451	2,088.00
159982	MISSION SAN JUAN CAPISTRANO	PO-303321	428.00
159983	OCEAN INSTITUTE	PO-303042	694.00
		PO-303546	891.00
		PO-303547	1,041.00
		PO-303548	1,935.00
		PO-303549	1,041.00
159984	TANAKA FARM & PUMPKIN PATCH	PO-304079	846.00
159985	XEROX CORPORATION	PO-300262	1,045.34
159986	A2Z SIGN CO.	PO-304016	148.68
159987	ABSURD SHIRTS	PO-303941	1,321.25
159988	B & H PHOTOGRAPHY	PO-303775	108.00

EXHIBIT B
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Board of Trustees Warrant Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....03/08/11

Warrant Number	Name of Payee	Reference Number	Amount
159989	BADEN SPORTS INC	PO-303814	190.86
159990	CALIFORNIA WESTERN VISUALS	PO-303086	923.29
		PO-303613	1,846.58
159991	CCS PRESENTATION SYSTEMS INC	PO-303612	424.13
		PO-303616	848.25
		PO-303621	8,482.50
		PO-303738	5,937.75
159992	COMMERCIAL FENCE & IRON WORKS	PO-303281	2,430.00
159993	CRACK PATCHER INC	PO-303702	4,226.00
159994	DA CAPO MUSIC	PO-303623	627.87
159995	DAVE BANG ASSOCIATES INC	PO-303747	4,492.90
159996	DEMCO INC	PO-303678	39.73
159997	HITT MARKING DEVICE	PO-303741	47.79
159998	INNOVATIVE LEARNING CONCEPTS	PO-303717	250.02
159999	JIM'S MUSIC CENTER	PO-302611	130.00
160000	JONES SCHOOL SUPPLY CO INC	PO-303774	79.75
160001	LAWNMOWERS ETC	PO-300452	64.68
		PO-303925	1,330.24
160002	LIVE FREE APPAREL	PO-303145	1,011.34
160003	LUMINAUD INC	PO-303675	116.00
160004	ARROWHEAD WATER	PO-301541	31.92
		PO-301542	25.55
160005	APPLE COMPUTER INC	CL-001278	401.23
		CL-001400	1,082.07
		CM-010094	108.70-
		PO-303589	591.09
		PO-303699	1,188.37
		PV-013124	0.01
160006	DELL MARKETING L P	PO-303559	3,735.54
		PV-013125	323.99
160007	ORANGE COUNTY DEPT OF EDUCATIO	PO-302137	175.00
160008	SCHOOL SERVICES OF CALIF	PO-303045	350.00
160009	WUHSD	PO-303473	60.00
		PO-303778	60.00
		PO-303810	540.00
160010	BERGMAN & DACEY INC	PO-302721	1,400.00
160011	CITY OF SAN JUAN CAPISTRANO	PO-303026	6,627.95
160012	COUNTY OF ORANGE-WASTE MNGT	PO-300276	1,492.83
160013	MOULTON NIGUEL WATER	PO-300465	1,803.27
160014	SAN DIEGO GAS & ELECTRIC	PO-300464	114,657.57
160015	SANTA MARGARITA WATER	PO-300463	1,097.10
160016	SO CAL GAS CO	PO-300274	24,430.14
160017	SO COAST WATER DIST	PO-300462	2,690.76
160018	SOLAG / CR&R	PO-300275	28,292.02
160019	SOUTHERN CALIFORNIA EDISON	PO-301282	70,254.58

EXHIBIT B
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Board of Trustees Warrant Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....03/08/11

Warrant Number	Name of Payee	Reference Number	Amount
160020	AT&T	PO-300468	22.29
160021	NASCO WEST	PO-302600	2,315.97
		PO-302948	500.70
		PO-303039	373.10
		PO-303151	226.47
		PO-303305	227.85
160022	NORTH COAST MEDICAL	PO-303220	110.30
160023	ORANGE COUNTY FIRE PROTECTION	PO-300982	325.00
160024	ORANGE COUNTY REGISTER	PO-304152	272.00
160025	PARKHOUSE TIRE INC.	PO-303644	2,372.66
160026	POSTMASTER PERMIT #44	PO-300269	7,630.00
160027	S&S WORLDWIDE INC	PO-303404	423.48
160028	SCHOOL OUTFITTERS.COM	PO-303401	839.34
160029	SMART & FINAL	PO-300186	28.97
160030	SOUTH COAST MEDICAL GROUP	PO-300677	115.00
160031	SYSCO LOS ANGELES INC.	PO-302728	1,498.18
160032	THE TV TEACHER	PO-303464	123.83
160033	TIFCO INDUSTRIES	PO-301221	633.13
160034	TRUCPAR CO	PO-301225	880.80
160035	TUTTLE-CLICK FORD	PO-303642	6,963.48
160036	WATERLINES TECHNOLOGIES INC	PO-303027	4,998.17
160037	WENGER CORPORATION	PO-303399	401.58
		PO-303400	1,966.94
160038	WESTERN GRAPHIX	PO-302402	485.94
160039	ORANGE COUNTY REGISTER	PO-304153	952.00
160040	AIR CONDITIONING CONTROL SYS	PO-300090	433.33
160041	B & H PHOTOGRAPHY	PO-303679	139.00
160042	BEE MAN	PO-303534	459.00
160043	BOUND TO STAY BOUND BKS	PO-303132	199.15
160044	CA DEPT OF ED	PV-013154	15,386.53
160045	CARLOS GUZMAN INC	PO-304013	14,543.17
160046	CHANNING L BETE CO INC	PO-303661	183.16
160047	CINTAS CORP	PO-301205	270.96
160048	DICK BLICK WEST	PO-302314	999.04
160049	DOHENY BUILDERS SUPPLY	PO-300443	1,096.20
160050	EPOLY STAR	PO-303494	3,127.65
160051	FISHER SCIENTIFIC	PO-302635	161.17
160052	FOLLETT LIBRARY RESOURCES	PO-301469	154.24
		PO-303711	2,495.70
160053	LIFETIME MEMORY PRODUCTS INC	PO-303115	47.85
		PO-303235	56.95
		PO-303557	11.82
		PO-303558	513.84
160054	P A THOMPSON ENGR CO	PO-300425	1,710.93

EXHIBIT B
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Board of Trustees Warrant Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....03/08/11

Warrant Number	Name of Payee	Reference Number	Amount
160055	SPRINT/NEXTEL COMMUNICATIONS	PV-013129	3,955.19
		PV-013130	3,882.11
160056	STATE BD EQUALIZATION	PV-013132	4,177.00
160057	PAUL C MILLER CONSTRUCTION CO	PO-295506	35,834.91
		PO-303078	28,961.21
160058	EXECUTIVE ENVIRONMENTAL SVCS	PO-304161	3,853.32
160059	BLAND, LISA	PV-013131	123.90
160060	BRAUN, C. ANNE	PV-013133	42.33
160061	BRISTOW-SHANDRO, DREW	PV-013134	186.15
160062	COX, LINDA	PV-013136	65.50
160063	EFFENBERGER, PATRICIA	PV-013137	81.60
160064	ELLIOTT, CHRISHE	PV-013138	31.62
160065	ELLISON, BRETT	PV-013139	52.51
160066	FARRAND, MONA	PV-013224	61.20
160067	GERLING, SUSAN	PV-013144	53.55
160068	GLESENER, PATRICIA	PV-013143	9.18
160069	GONZALEZ, MARTIN E	PV-013145	16.50
160070	GRAY, LISA	PV-013146	130.56
160071	HANAFORD, LAURA	PV-013147	8.16
160072	HARVEY, LAUREN	PV-013148	125.97
160073	HAYES, NATALIE	PV-013149	7.65
160074	HERNANDEZ, MARLO	PV-013150	12.24
160075	HERTZ, JANA	PV-013151	34.17
160076	HOOPER, GWYNETH	PV-013152	19.89
160077	HUYNH, TINA	PV-013153	97.92
160078	JACKSON, JENNIFER	PV-013155	94.35
160079	KENNEY, VALERIE	PV-013156	34.00
160080	KIMINAS, ANTHONY	PV-013159	98.00
160081	MARCUS, BRUCE	PV-013161	204.90
160082	NASON, KIM	PV-013228	95.37
160083	PARKER, LAURA	PV-013172	92.31
160084	PETTEY, STEPHANIE	PV-013188	77.52
160085	RILEY, JOLENE	PV-013189	185.13
160086	SHERRIE, LORRAINE	PV-013190	44.88
160087	STIRLING, ROBERT	PV-013191	153.12
160088	STRICKLAND, GERRY	PV-013192	103.53
160089	TERHUNE, CYNTHIA	PV-013193	84.50
160090	TURNER, JASON	PV-013194	59.67
160091	VEGA, JESUS	PV-013195	16.00
160092	WALTERS, ELAINE	PV-013196	66.30
160093	WENTZEL, KORY	PV-013197	137.70
160094	WYNNE, LAUREN	PV-013198	56.10
160095	YOTA, DENISE	PV-013199	45.00
160096	FREY, DEBORAH	PV-013140	26.52
160097	PEREZ, VIRGINIA	PV-013187	60.18

EXHIBIT B
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Board of Trustees Warrant Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....03/08/11

Warrant Number	Name of Payee	Reference Number	Amount
160098	BROCKMAN, CARY	PV-013135	147.39
160099	ADAMS, KARA	PV-013164	230.36
160100	ALFANO, JOSEPH/VERONICA	PV-013157	43.12
		PV-013165	166.32
160101	BANH, JULIE/NAM	PV-013166	406.12
160102	BARNARD, ERIC & JENNIFER	PV-013167	69.08
160103	BELANGER, JEFF	PV-013158	122.08
		PV-013168	261.60
160104	BELLOMO, PHILIP &/OR KATHY	PV-013169	259.08
160105	BIRTCH, RANDY OR LAURA	PV-013170	122.80
160106	BOYD, VALERIE	PV-013171	63.25
160107	BOYER, DAVID OR MELISSA	PV-013173	38.22
160108	CAPAY, PONCIANO OR MARIA	PV-013174	72.36
160109	DIAZ, JOSE & MEREDITH	PV-013175	117.90
160110	DICK, CRAIG OR BILLIE	PV-013176	162.50
160111	EASTMAN, STEPHEN OR TARA	PV-013177	162.90
160112	GAITAN, SCOTT & BEVERLY Z.	PV-013178	133.90
		PV-013180	20.60
160113	GAU, MARY	PV-013179	127.40
160114	GIDEONS, CHRIS OR VALLI	PV-013227	165.34
160115	HAMEED, SHAWN	PV-013181	183.30
160116	HOGGATT, ROBERT/VERONICA	PV-013182	113.96
160117	HYLTON, CHRIS OR HERMINIA	PV-013183	107.14
160118	JACKSON, JENNIFER	PV-013184	159.38
160119	JAMES, JUSTIN & ARLEN	PV-013185	59.64
		PV-013186	55.38
160120	JARRELL, INESSA OR KEVIN	PV-013200	52.78
160121	JOHANNES, JENNETTE	PV-013201	219.84
160122	JOHNSON, LORI	PV-013202	558.72
160123	JONES, DANNY & NANCY	PV-013203	56.20
160124	LAW, YUET	PV-013204	95.68
160125	LIDDLE, DREW & LESLIE	PV-013206	97.89
160126	LOUIE, DARRYL OR CATHERINE	PV-013207	63.20
160127	MC EACHRAN, KYLE OR MELISSA	PV-013208	55.98
160128	MC KEAGUE, JOHN & SHARON	PV-013209	127.40
160129	MICHEL, WALTER &/OR NANCY	PV-013160	64.35
		PV-013210	42.38
160130	MOORE, KIM	PV-013163	110.58
		PV-013211	178.16
		PV-013212	429.68
160131	PRINGLE, DIANE	PV-013213	82.08
160132	REDING, CLARE & SHAD	PV-013214	113.36
160133	RODAS, PHILLIP AND CAROLYN	PV-013215	70.46
160134	ROLING, ROGER OR MIKAIL	PV-013216	81.40

EXHIBIT B
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Board of Trustees Warrant Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....03/08/11

Warrant Number	Name of Payee	Reference Number	Amount
160135	SHIN, KYUSHIK	PV-013217	117.32
		PV-013218	108.94
160136	SHOOK, SIAN	PV-013219	274.40
160137	STALEY, ANNA DAWN OR MATTHEW	PV-013220	73.68
160138	THRUSH, NANCY	PV-013205	924.53
160139	TRITZ, RICHARD &/OR JULIE	PV-013221	93.06
160140	UNGOS, JAY AND MARIE	PV-013222	146.16
160141	ZABALA, DANIEL & JACQUELINE	PV-013223	61.04
160142	ZELAYA, ALFONSO & PAMELA	PV-013225	110.46
		PV-013226	142.02
160143	MISSION SAN LUIS REY	PO-304046	548.00
160144	PALI MOUNTAIN INSTITUTE	PO-303809	1,000.00
160145	APPLE COMPUTER INC	PO-300203	126.15
160146	ATKINSON ANDELSON LOYA	PO-302542	45.00
160147	BELANGER, JEFF	PV-013229	296.48
160148	CRARY, BRENDA	PO-301936	2,957.40
		PO-303771	360.00
160149	DELL MARKETING L P	PO-303261	669.37
		PO-303636	13,351.12
160150	ELIZABETH JIMENEZ DBA GEMAS	PO-302938	16,410.00
160151	LUCE FORWARD HAMILTON &	PO-302502	516.22
160152	MEET THE MASTERS	PO-300109	1,355.00
		PO-300154	1,122.08
		PO-301916	2,831.00
		PO-301918	3,677.79
160153	ORANGE COUNTY DEPT OF ED	PO-304146	195.00
160154	PROFESSIONAL TUTORS OF AMERICA	PO-302156	700.00
160155	PYSZ, DANEEN	PO-303716	535.50
160156	SAN DIEGO CO SUPT OF SCHOOLS	PO-303147	600.00
160157	SKYHAWKS SPORTS ACADEMY INC	PO-301413	4,000.00
160158	CRARY, BRENDA	PO-301936	222.60
160159	ELAINE COGGINS	PO-300513	1,800.00
160160	LYNDA K DURAND	PO-300510	1,800.00
160161	STROUD, KEITH R	PO-301909	903.00
865 Warrants			\$7,727,547.45

EXHIBIT B
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**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

**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

**EXHIBIT C
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**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

March 8, 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 \$383,626.94 for District schools and will be reflected in the appropriate accounts in the 2010-2011 budget.

STAFF RECOMMENDATION

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

<u>DONATED BY</u>	<u>AMOUNT</u>	<u>PURPOSE</u>	<u>SCHOOL</u>
Screamn Coupons	184.18	miscellaneous supplies	Arroyo Vista Elementary
Tustin Lexus	50.00	miscellaneous supplies	Arroyo Vista Elementary
Western Digital Corporation	325.00	miscellaneous supplies	Arroyo Vista Elementary
Pacific Life Foundation	2,500.00	technology	Don Juan Avila Elementary
Barcelona Hills PTA	833.00	the Art Masters program	Barcelona Hills
Bathgate Elem. Sch. Foundation	1,000.00	accelerated reader program	Bathgate
United Way Silicon Valley	200.00	miscellaneous supplies	Bathgate
Screamn Coupons	131.22	general supplies	Benedict Elementary
BESF	699.00	Ultrakey Program license	Bergeson
BESF	360.00	science camp substitute fees	Bergeson
Bergeson PTA	1,988.00	the Art Masters program	Bergeson
Pumpkin City, Inc.	400.00	miscellaneous supplies	Castille
PTA	10,000.00	the primary music program	Castille
Chaparral Elementary PTA	5,119.92	technology	Chaparral
Concordia PTA	700.00	kindergarten intervention	Concordia
Concordia PTA	488.00	5th grade science camp	Concordia
Concordia PTA	595.00	the Traveling Scientist	Concordia

Donation of Funds and Equipment

March 8, 2011

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Concordia PTA	576.00	field trip admission fees	Concordia
CV Science Camp Foundation	1,500.00	teacher stipends	Crown Valley
R.H. Dana Booster Club	3,000.00	5th grade Catalina trip	R.H. Dana
R.H. Dana PTA	1,000.00	2nd grade field trip	R.H. Dana
Screamin Coupons	194.10	general supplies	Del Obispo
Del Obispo PTA	165.00	field trip transportation	Del Obispo
CUSD Foundation	2,950.00	technology	Hankey K-8
CUSD Foundation	1,034.00	SchoolLoop	Hankey K-8
Screamin Coupons	212.11	technology	Ladera Ranch Elementary
Ladera Ranch Elem. PTA	3,256.00	1st and 3rd grade field trips	Ladera Ranch Elementary
Ladera Ranch Ed. Foundation	970.00	the music program	Ladera Ranch Elementary
Ladera Ranch Ed. Foundation	3,457.24	technology	Ladera Ranch Elementary
Las Flores Elem. Booster Club	2,907.00	5th grade camp transportation	Las Flores Elementary
Las Flores Elementary PTA	880.00	the homework club	Las Flores Elementary
The Leonard Foundation	225,000.00	class size reduction	Las Palmas
Target	700.00	3rd grade field trip	Lobo
Friends of Malcom	7,000.00	instructional assistant	Malcom
CUSD Foundation	2,000.00	5th grade field trips	Malcom
CR & R	1,070.70	instructional supplies	Malcom
Debi Culbertson	0.00	a pop-up tent	Moulton
Moulton RMIQ	95.50	miscellaneous supplies	Moulton
Oak Grove PTA	5,232.50	MIND music consultant	Oak Grove
Ladera Ranch Ed. Foundation	2,000.00	K-3 music education	Oso Grande
Ladera Ranch Ed. Foundation	21,925.00	5th grade science camp	Oso Grande
San Juan Elementary PTA	4,375.00	field trips & transportation	San Juan Elementary
Tijeras Creek PTA	1,600.00	a 3rd grade field trip	Tijeras Creek
Tijeras Creek PTA	1,450.00	field trip transportation	Tijeras Creek
Tijeras Creek PTA	1,015.00	an Amer. Revolution assembly	Tijeras Creek
Tijeras Creek PTA	2,619.00	Meet the Masters	Tijeras Creek
Tijeras Creek PTA	4,000.00	Skyhawks PE	Tijeras Creek
Tijeras Creek PTA	675.25	a 5th grade assembly	Tijeras Creek
Tustin Lexus	50.00	school supplies	George White
George White Booster Club	223.46	a library scanner	George White
George White PTA	535.00	a 3rd grade field trip	George White
George White PTA	992.00	a 2nd grade field trip	George White
George White PTA	2,831.00	Meet the Masters	
Hoda Ghadiri	100.00	Las Palmas Learning Link	School Readiness
Evelyn Abarca	100.00	Las Palmas Learning Link	School Readiness
Jamie Louie	485.00	a classroom projector	Marco Forster
Kyle Adler	323.12	miscellaneous supplies	Marco Forster
Lifetouch	1,130.00	instructional materials	Ladera Ranch Middle
CR & R	1,058.40	instructional materials	Ladera Ranch Middle
Pumpkin City, Inc.	400.00	instructional supplies	Newhart
Mr. Brad Robitaille	420.00	instructional supplies	Newhart
City of Laguna Niguel	3,000.00	after school orchestra class	Niguel Hills
Shorecliffs Middle School PTA	989.02	a computer	Shorecliffs
VDMMS PTA	1,145.00	instructional aide	Vista del Mar Middle
VDMMS PTA	4,400.00	instructional aide	Vista del Mar Middle
Capistrano-Laguna Beach ROP	0.00	a Dell monitor	Aliso Niguel High School
Mr. Alan Davis	0.00	2009 Kia Optima	Aliso Niguel High School
Capistrano-Laguna Beach ROP	0.00	a Dell monitor	Dana Hills High School
The Dolphin Foundation	35,000.00	computers	Dana Hills High School
Capistrano-Laguna Beach ROP	0.00	a Dell monitor	San Juan Elementary
CARE Foundation	520.00	a document camera	San Clemente High School
San Clemente High School PTSA	805.72	library supplies	San Clemente High School

Donation of Funds and Equipment

March 8, 2011

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Fran Sdao & John Deshong
General Mills

500.00
186.50

Gang Reduction support
general fund

Safety & Student Services
CUSD

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **RESOLUTION 1011-44, DESIGNATION OF AGENTS**

BACKGROUND INFORMATION

In order to prepare and file the necessary paperwork to receive reimbursement from the Federal Emergency Management Agency (FEMA) for damage sustained during the severe weather of 2010, the Board of Trustee needs to designate authorized agents to file the required paperwork on their behalf.

CURRENT CONSIDERATIONS

This agenda item requests Board approval of Resolution 1011-44, authorizing the designation of agents to perform all required activities on behalf of the Board of Trustees (Exhibit A).

FINANCIAL IMPLICATIONS

The exact financial implications due to the flooding and water damage have not been fully determined at this point. Most costs associated with the storm damage at San Juan Elementary School are not covered by insurance, yet likely meet FEMA and the California Emergency Management Agency eligibility requirements that qualify for reimbursement. The reimbursement can be up to 75 percent of qualified costs for Federal funding and an additional State supplement of 18.5 percent for all eligible costs. The total potential reimbursement to CUSD is approximately \$374,000.

STAFF RECOMMENDATION

It is recommended the Board approve Resolution 1011-44, Designation of Agents.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION 1011-44
DESIGNATION OF AGENTS

WHEREAS, the Capistrano Unified School District experienced storm damage at multiple District sites due to the severe storm and weather events in Orange County, California which specifically occurred between the dates of December 17, 2010, and January 4, 2011, and required the expenditure of District resources to remediate damage in order to restore facilities to full operation,

WHEREAS, the Capistrano Unified School District experienced storm damage to facilities in previous years that qualified for federal and state assistance and submitted applications for funding that require additional processing to complete in order to receive reimbursement for past, current, and future weather-related events, and

WHEREAS, the California Emergency Management Agency (Cal-EMA) requires a listing of agents authorized to execute documents for and on behalf of the Capistrano Unified School District,

THEREFORE BE IT RESOLVED that the:

Deputy Superintendent, Business and Support Services, OR

Executive Director, Facilities & Plant Operations, OR

Executive Director, Risk Management/Compliance

Executive Director, Safety and Student Services

are hereby authorized to execute for and in behalf of the Capistrano Unified School District, a public entity established under the laws of the State of California, this application and to file it with Cal-EMA for the purpose of obtaining certain federal financial assistance under P.L. 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

BE IT FURTHER RESOLVED that the Capistrano Unified School District, a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to Cal-EMA for all matters pertaining to such state disaster assistance the assurances and agreements required. This is a universal resolution that includes but is not limited to DR 1577, DR 1585 and DR 1952 and is effective for all open and future disasters.

Passed and approved this 8th day of March, 2011

AYES: ()

NOES ()

ABSENT ()

ABSTAIN ()

I, Joseph M. Farley, Ed.D., Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting thereof on the 8th day of March, 2011, by a roll call vote of said Board.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 8th day of March, 2011.

John M. Alpay, Clerk

Joseph M. Farley, Ed.D.
Superintendent
Secretary of the Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **REDUCTION IN LEASE PAYMENTS FOR NIGUEL CHILDREN'S
CENTER AT FOXBOROUGH CAMPUS**

BACKGROUND INFORMATION

On May 12, 2008, the Trustees approved a license agreement with the Niguel Children's Center (NCC) for use of a portion of the vacant facilities on the Foxborough campus including classrooms, a restroom, a play field, and parking spaces. Terms of the license agreement with the NCC included a rental rate of \$1.25 per square-foot x 4,800 square feet of floor area for a payment of \$6,000 per month or \$72,000 per year. The lease agreement was subsequently renewed in 2009 for another two-year period ending June 30, 2011.

In January 2011, NCC staff contacted the District to request a reduction in rent because one of the portable classrooms became unusable from water damage resulting from the heavy rains that occurred over the holidays. NCC staff and students immediately vacated the classroom and consolidated their programs within other classrooms for the months of January and February. Repairs to the damaged classroom have begun and should be completed soon. However, because of the consolidation, NCC administrators are no longer in need of the classroom and are asking that the monthly rent be reduced by \$1,200 to reflect the use of one less classroom (i.e., 960 square feet) through the end of the lease term on June 30, 2011.

The rent for January (\$6,000) was already paid prior to the holiday storms without knowledge of an unusable classroom. In anticipation of a credit back for the months of January and February, the rent paid in February was reduced by \$2,400 (\$1,200 x two months). With the approval of the District, NCC will continue to pay the reduced rent of \$4,800 per month for the remaining months of March 2011 through June 2011 for the use of one less classroom.

CURRENT CONSIDERATIONS

This agenda item requests approval of reduced rent for NCC's use of facilities at Foxborough campus, beginning January 2011 through June 2011. An amendment to the lease agreement to allow the reduction in rent was prepared by staff and reviewed and approved by legal counsel (Exhibit A). The reduction amounts to \$1,200 less per month based upon the loss of one classroom (960 square feet x \$1.25/square foot). Attached is a copy of the NCC request for reduced rent (Exhibit B). Also attached is a copy of the current agreement with NCC (Exhibit C).

FINANCIAL IMPLICATIONS

The reduction in rent will have an impact on the District's general fund. The total reduction equates to \$7,200 (\$1,200 x six months).

STAFF RECOMMENDATION

It is recommended the Board approve an amendment to the Niguel Children's Center Agreement for the reduction in rent from January 2011 to June 2011 due to the use of one less classroom.

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

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

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

Due to unforeseen damage to one classroom, and the subsequent consolidation of NCC programs within other leased facilities, CUSD hereby removes one of the leased classrooms from this agreement from January 2011 through June 2011.

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

Due to unforeseen damage to one classroom, and the subsequent consolidation of NCC programs within other leased facilities, Fees charged to NCC by CUSD for the use of the Facilities shall be reduced by \$1,200 per month from January 2011 through June 2011.

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

IN WITNESS WHEREOF, the parties hereto set their hands.

CAPISTRANO UNIFIED
SCHOOL DISTRICT:

NIGUEL CHILDREN'S CENTER:

By: _____
Ron Lebs, Deputy Superintendent

By: _____
Wanda Rosas, Director

Date: _____

Date: _____

EXHIBIT A

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

February 3, 2011

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

Dear Cary,

As you know, we have not been able to use classroom #1 during the month of January. The heavy rains over the holidays caused the roof to leak. We had ceiling tiles fall and flood the carpet and warp a few of our cabinets. Due to the strong smell of mildew in the carpet as well as in the ceiling, we moved the children out of this classroom on Jan. 3rd, our first day back from the holiday break. Luckily, we were able to relocate classroom #1. Our afternoon napping room was also Classroom #1 so we needed to relocate the napping room as well.

Due to the loss of one classroom, we are requesting that the monthly rent be reduced by \$1,200 for the months of January through June 2011. In anticipation of an approved rent reduction (by the C.U.S.D. Board of Trustees), we are paying \$3,600 in monthly rent for February. This includes a two-month credit of \$2,400 for January and February.

Thank you for your time and consideration.

Sincerely,

Wanda Rosas, Director

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

This Agreement is made and entered into this 13th day of April, 2009, by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter referred to as "CUSD"), and the NIGUEL CHILDREN'S CENTER, a non-profit public benefit corporation (hereinafter referred to as "NCC"). This license agreement (the "Agreement") is for the period June 1, 2009 to June 30, 2011.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Wanda Rosas, Director Niguel Children's Center 27102 Foxborough Aliso Viejo, CA 92656	Capistrano Unified School District Ron Lebs, Deputy Superintendent Business and Support Services, CUSD 33122 Valle Road San Juan Capistrano, CA 92675
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29. Exhibits: All Exhibits attached hereto or referenced herein are incorporated into the Agreement by reference.

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

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

NIGUEL CHILD CENTER

By:


Wanda Rosas, Director

Date:

April 30, 2009

CAPISTRANO UNIFIED SCHOOL DISTRICT

By:


Superintendent or Superintendent's Designee

Date:

April 21, 2009

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **DELL FLEX LEASE PURCHASE AGREEMENT, TRUMAN BENEDICT
ELEMENTARY SCHOOL – DELL FINANCIAL SERVICES**

BACKGROUND INFORMATION

The Truman Benedict Elementary School PTA has committed to purchase 36 Dell computers for its computer lab.

CURRENT CONSIDERATIONS

This agenda item requests approval of the attached Dell Flex Lease Purchase Agreement for the finance of the computers (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: There is no financial impact.
Funding Source: The PTA is donating the funds.

STAFF RECOMMENDATION

It is recommended the Board approve this lease purchase agreement for computers – Dell Financial Services.



Capistrano Unified School District
DELL FLEX LEASE PURCHASE SCHEDULE NO. 811-1204993-509
TO MASTER LEASE AGREEMENT NO. 1204993

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. 1204993 ("Agreement") DATED May 02, 2000 BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND Capistrano Unified School District ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: [Dell Inc., One Dell Way, Round Rock, TX 78682]

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date**</u>
See Exhibit A	See Exhibit A	TBD	37	April 01, 2011

Rent is payable: **in advance**

Payment Period: **Annually**

* Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

** The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION.

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent and Purchase Price (as of the applicable Purchase Date) are shown in the chart below or on Exhibit "B", attached to and made a part hereof.

<u>Payment Number/ Purchase Date</u>	<u>Rent</u>	<u>Interest Portion</u>	<u>Principal Portion</u>	<u>Purchase Price"</u>
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Add as a new last sentence to subsection (b) the following:

"Because the Products will be used for a governmental or proprietary purpose of Lessee, they are exempt from all sales, use and property taxes."

2. SECTION 3. TERM.

Insert as a new second paragraph the following:

"TECHNOLOGY REFRESH WITH NEW FINANCING OPTION. Provided no Event of Default has occurred or is continuing under this Schedule and the Agreement, Lessee may exercise the following technology refresh option ("Tech Refresh Option") by delivering to Lessor an irrevocable written election notice to exercise the Tech Refresh Option at least 120 days prior to the expiration of the Primary Term and by completing all of the following on or before the beginning of the last month of the Primary Term (the "Tech Refresh Date"):

EXHIBIT A
(1 of 7)

- (i) Lessee returns all (but not less than all) of the Products on this Schedule ("Original Products") to Lessor in the same manner as described in the Agreement; and
- (ii) Lessee enters into a new Schedule under the Agreement (the "New Lease") with a primary term of at least 24 months for new equipment ("New Products") which are, as determined by Lessor, of the same manufacture, type and quality as the Original Products and which have a Total Product Cost that is at least 75% of the Total Product Cost of the Original Products.

When Lessee completely fulfills the terms and conditions of the Tech Refresh option and has made all payments and performed all other obligations under the Schedule and the Agreement, then this Schedule shall terminate and, except as provided in the Agreement, Lessee shall be relieved of all obligations under this Schedule. Notwithstanding the election by Lessee of the Tech Refresh Option, the Schedule and Agreement shall remain in full force and effect and if the terms and condition of the Tech Refresh Option are not fulfilled before the Tech Refresh Date, the Tech Refresh Option shall be null and void and Lessee shall pay the final Rent payment due on the Tech Refresh Date.

3. SECTION 11. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE.

For purposes of this Schedule, add paragraphs (j) through (t) as follows:

"(j) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, including but not limited to, the execution (and delivery to Lessor) of information statements requested by Lessor;

(k) Lessee will not do, cause to be done or fail to do any act if such act or failure to act will cause this Agreement, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code;

(l) The total cost of the Products listed in this Schedule will not be less than the total Principal Portion of the Rent listed in this Schedule;

(m) The Products listed in this Schedule have or will be ordered within six months of the date hereof in order to commence such Schedule;

(n) The Products listed in this Schedule are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof;

(o) No fund or account which secures or otherwise relates to the Rent has been established;

(p) Lessee will not sell, encumber or otherwise dispose of any property comprising this Schedule prior to the final maturity or termination of such Schedule without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes;

(q) Lessee agrees to execute, deliver and provide Lessor with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Schedule, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code;

(r) It is expected that Rent under this Schedule will be paid from periodic appropriations of the Lessee deposited into the general fund of the Lessee, that such appropriations will equal the Rent due during each Fiscal Period of Lessee, and that all amounts paid for Rent will be from an appropriation made by the Lessee during the Fiscal Period in which such Rent is made;

(s) To the best of our knowledge, information and belief, the above expectations are reasonable; and

(t) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation.

Without limiting the generality of the foregoing, Lessee shall acknowledge any assignment of this Schedule in writing and complete an accurate record of all such assignments in a manner that complies with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder."

TO THE EXTENT PERMITTED BY LAW, AND IN ADDITION TO LESSEE'S OBLIGATION UNDER SECTION 16 OF THE AGREEMENT, LESSEE HEREBY ASSUMES LIABILITY FOR, AND SHALL PAY WHEN DUE, AND SHALL INDEMNIFY AND DEFEND LESSOR AND ITS SUCCESSORS AND ASSIGNS AGAINST, ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) RELATING TO OR ARISING OUT OF LESSEE'S BREACH OF ANY OF ITS REPRESENTATIONS, WARRANTIES, OR COVENANTS CONTAINED IN SECTION 11 OF THE AGREEMENT AS SUPPLEMENTED HEREIN.

4. SECTION 12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATIONS ON LIABILITY; FINANCE LEASE.

For purposes of this Schedule, delete "FINANCE LEASE" in the title of this Section and delete paragraph (d).

5. SECTION 17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

Insert at the end of this paragraph the following: "Notwithstanding the first sentence of this Section, upon Lessee's acceptance of the Products under this Schedule, title to the Products shall vest in Lessee subject to Lessor's rights under the Agreement; provided that, upon an Event of Default or any termination of this Schedule, other than by Lessee's purchase of the Products, title to the Products shall immediately and without any action by either party vest in Lessor, and Lessee shall immediately surrender possession of the Products to Lessor. Any such transfer of title shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

6. PURCHASE OPTION.

Provided that no Event of Default has occurred and is continuing, and at least 60 days but no more than 180 days before the purchase date ("Purchase Date") selected by Lessee, Lessee will give irrevocable written notice to Lessor of its intention to:

- (i) purchase the Products for \$1.00 at the end of the Primary Term;
- (ii) purchase the Products at the Purchase Price as stated in Paragraph (i) above or as listed on Exhibit B, so long as all other amounts due on the Purchase Date have been paid in full; or
- (iii) return the Products in accordance with the Agreement for a fee agreed upon by both parties.

Upon satisfaction by Lessee of such conditions, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through, or under Lessor.

As continuing security for Lessee's obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

7. COMPLETION OF SCHEDULE. Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

Capistrano Unified School District
(Lessee)

By: _____
(Authorized Signature)

(Name/Title)

(Date)

DELL FINANCIAL SERVICES L.L.C.
(Lessor)

By: _____
(Authorized Signature)

(Name/Title)

(Date)

EXHIBIT A (3 of 7)

DELL**QUOTATION****QUOTE #:** 573202065**Customer #:** 74398791**Contract #:** WN99ABZ**Customer Agreement #:** WSCA- B27160**Quote Date:** 2/2/11**Date:** 2/2/11 2:21:09 PM**Customer Name:** CAPISTRANO USD

TOTAL QUOTE AMOUNT:	\$32,825.23		
Product Subtotal:	\$30,353.76		
Tax:	\$2,183.47		
State Environmental Fee:	\$288.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 36	SYSTEM PRICE: \$788.63	GROUP TOTAL: \$28,390.68
Base Unit:	OptiPlex 780 Desktop Base,Standard PSU (224-6874)		
Processor:	Pentium Dual Core E5700/3.00GHz,2M,800FSB, Optiplex 780 (317-5770)		
Memory:	2GB,Non-ECC,1333MHz DDR3,1x2GB,Dell OptiPlex 980 (317-3671)		
Keyboard:	Dell USB Entry Keyboard, No Hot Keys, No Palmrest, English, OptiPlex (330-1987)		
Monitor:	Dell Professional 17 Inch Monitor P170S,HAS,USB,OptiPlex,Precision,Latitude,Enterprise (320-1095)		
Video Card:	Integrated Video,GMA 4500,Dell OptiPlex 760,960 and 980 (320-7407)		
Hard Drive:	250GB SATA 3.0Gb/s and 8MB Data Burst Cache,Dell OptiPlex 780/580 (341-9793)		
Hard Drive Controller:	Dual Full Height PCI Riser Dell OptiPlex Desktop (430-2499)		
Operating System:	Windows 7 Professional, Media, 32-bit, Optiplex, English (421-1479)		
Operating System:	Windows 7 Label, Optiplex, Fixed Precision, Vostro Desktop (330-6228)		
Mouse:	Dell MS111 USB Optical Mouse,OptiPlex and Fixed Precision (330-9458)		
WIC:	Intel Standard Manageability, Hardware Enabled Systems Management, Dell OptiPlex 780 (330-5895)		
RAID:	No RAID, Dell OptiPlex (341-8036)		
CD-ROM or DVD-ROM Drive:	16X DVD+-RW SATA,Data Only,Dell OptiPlex Desktop or Minitower (313-8645)		
CD-ROM or DVD-ROM Drive:	Cyberlink Power DVD 9.5,Media, Dell OptiPlex, Latitude and Precision Workstation (421-4371)		
CD-ROM or DVD-ROM Drive:	Roxio Creator Starter,Media, Dell OptiPlex, Latitude and Precision Workstation (421-4540)		
Sound Card:	Heat Sink, Mainstream, Dell Optiplex Desktop (311-9521)		
Speakers:	No Speaker, OptiPlex (313-4825)		
Cable:	OptiPlex 780 Desktop Standard Power Supply (330-5719)		
Cable:	Dell Control Point for OptiPlex 780 (420-3276)		
Cable:	Enable Low Power Mode for EUP Compliance,Dell OptiPlex (330-7422)		
Documentation Diskette:	Documentation,English,Dell OptiPlex (330-1710)		
Documentation Diskette:	Power Cord,125V,2M,C13,Dell OptiPlex (330-1711)		
Bundled Software:	Thank you for buying Intel/Dell (466-9045)		
Factory Installed Software:	Dell Energy Smart Power Management Settings Enabled Optiplex (330-4817)		
Feature	No Resource DVD for Dell Optiplex, Latitude, Precision (313-3673)		
Service:	Basic Hardware Service: Next Business Day Limited Onsite Service After Remote Diagnosis 2 Year Extended (905-3282)		
Service:	Basic Hardware Service: Next Business Day Limited Onsite Service After Remote Diagnosis Initial Year (906-0830)		
Service:	Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s) (905-4578)		
Service:	Dell Hardware Limited Warranty Plus Onsite Service Initial Year (905-3157)		
Misc:	No Quick Reference Guide,Dell OptiPlex (310-9444)		

EXHIBIT A
(4 of 7)

Misc:	Shipping Material for System,Desktop,Dell OptiPlex (330-5944)

SOFTWARE & ACCESSORIES

Product	Quantity	Unit Price	Total
Sys Ctr ConfigMgrClt ML All Lng Lic SA Per OSE A J5A-00186 2 Years (A1309036)	36	\$11.53	\$415.08
Standard academic prices (A1587495)	36	\$0.00	\$0.00
OfficeProPlus 2010 ALNG A 79P-03575 (A3642251)	36	\$51.00	\$1,836.00
Number of S & A Items: 3	S&A Total Amount: \$2,251.08		

SALES REP:	JEFF DAHLMAN	PHONE:	1800-234-9999
Email Address:	Jeff_Dahlman@Dell.com	Phone Ext:	5139372

For shipments of certain products to California, a State Environmental Fee has been added to your quote.

Please review this quote carefully. If complete and accurate, you may place your order online at www.dell.com/qto (use quote number above). POs and payments should be made to **Dell Marketing L.P.**

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at www.dell.com/partner. If your order includes services, visit www.dell.com/servicecontracts for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as **Dell Marketing L.P.**, to Dell's Tax Department at 800-433-9023. Please include your Customer Number.

For certain products shipped to end-users in California, a State Environmental Fee will be applied. For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.

EXHIBIT A
(5 of 7)

CAPISTRANO UNIFIED SCHOOL DISTRICT

Exhibit B

811-1204993-509

*DFS Lease Equipment Discount						
Payment #	Opening Balance	RENT	INTEREST	PRINCIPAL	Balance	PURCHASE PRICE
	32,825.23					
DLED*	(492.38)				32,332.85	
1	32,332.85	15,000.00	0.00	15,000.00	17,332.85	17,332.85
2	17,332.85	8,288.95	1,083.49	7,205.46	10,127.40	10,127.40
3	10,127.40	8,288.95	633.07	7,655.87	2,471.52	2,471.52
4	2,471.52	2,626.02	154.50	2,471.52	0.00	0.00

EXHIBIT A
(6 of 7)

February 15, 2011

Product Type		Dell Client	Dell Client
Lease Option Type:		Dell Flex	DellFlex
Payment Freq		Annual	Annual
Consolidation Period		Monthly	Monthly
Adv/Arr		Advance	Advance
Interim Rent		NO	NO

Dell Option IV	Summary Description	Extended Price (including tax)	State Fee	tax	Net Price	Rate Factor	3 Custom Payments	Rate Factor	1 - Final Payment
573202065	Optiplex 780	\$ 30,353.76	\$ 288.00	\$ 2,183.47	\$ 32,825.23	0.4570	\$ 15,000.44	0.08	\$2,626.02
						0.2525	\$8,288.95		
						0.2525	\$8,288.95		

Payments due annual in advance
This quote is good through 3/15/11

Robert Kraft
Account Executive (Edu-SLG)
Dell Financial Services
925-487-1051
Robert_Kraft@Dell.Com

Lease Program: **DELLFLEX (TAX EXEMPT LEASE PURCHASE)**

TECHNOLOGY REFRESH OPTION

The Dellflex technology refresh structure is similar to our tax exempt lease purchase but provides the Lessee with an opportunity to "refresh" the equipment on the first day of the last month of the primary term. If Lessee wishes to exercise this option, Lessee **must** notify Lessor in writing at least **120 days prior to the end of the Primary Term**, return all (but not less than all) of the equipment on the lease, and enter into a new lease for new, upgraded equipment with a minimum 24 month term (ask your DFS sales representative for details). When Lessee completes the Dell Flex requirements and any other payment or performance requirements under their lease terms, the original lease will end.

If the terms and conditions of the DellFlex option are **not** fulfilled in their entirety before the Tech Refresh Date, the DellFlex refresh option is **null and void** and Lessee shall pay the final Rent payment due on the Tech Refresh Date, after which the Lessee obtains free and clear title to the equipment.

LEASE QUOTE:

The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay all Lease Payments and other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. If you are sales tax exempt, please fax a copy of your Exemption Certificate with the Lease Contract.

PURCHASE ORDER:

The Purchase Order must be made out to Dell Financial Services L.P., One Dell Way, RR8 Box 34, Round Rock, TX 78682. The Purchase Order will include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item. Please include your address as the SHIP TO destination.

INSURANCE:

The risk of loss on the Equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming Lessor as first loss payee; and, (iii) workmen's compensation insurance.

APPROPRIATION COVENANT:

The Lease shall contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid and Lessee will not give priority or parity in the application of funds to any functionally similar equipment.

DOCUMENTATION:

Duly executed Agreement and other appropriate documents, including, opinions of counsel, UCC financing statements, IRS tax exemption forms (if applicable), audited financials and such other documentation as is reasonably requested by Lessor.

PROPOSAL VALIDITY / APPROVALS:

This is a proposal based upon market conditions and is valid for 10 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.

EXHIBIT A
(7 of 7)

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **ORANGE COUNTY SCHOOL DISTRICT COURIER SERVICES JOINT
POWERS AGREEMENT – AMENDMENT NO. 1**

BACKGROUND INFORMATION

During fiscal year 1998-1999, the District entered into a joint powers agreement (JPA) with the Orange County Department of Education (OCDE) and a number of other school districts in Orange County (Exhibit B). The JPA established has continued and is collectively known as the Orange County School District Courier Service (hereinafter “Courier”). The purpose of the Courier is to operate and maintain a system for the delivery of letters and other materials necessary to conduct school business.

The Orange County Superintendent of Schools (hereinafter “Superintendent”) administers the Courier JPA. In this capacity, the Superintendent is responsible for employing agents and employees, making and entering into contracts, acquiring and maintaining buildings and equipment, and other necessary activities to administer the Courier JPA. The Courier JPA also has an Executive Committee comprised of representatives from member districts and the OCDE. The Executive Committee develops, monitors, and amends the Courier JPA bylaws and agreement as necessary.

The original annual expense of the Courier to CUSD was calculated in 1998-1999 as \$13 per day, for 240 days per fiscal year, for a total expense of \$3,120 per fiscal year. This amount has gradually increased since its inception, and is currently \$3,700 per year per participating school district.

CURRENT CONSIDERATIONS

The Courier JPA Executive Committee has made an amendment (Amendment No. 1) to the Courier JPA. This amendment (Exhibit A) changes the terms of the timing of reports, invoices, and payments from member school districts in order to coincide with fiscal year budget cycles.

FINANCIAL IMPLICATIONS

There is no additional financial impact.

STAFF RECOMMENDATION

It is recommended the Board approve Amendment No. 1 to the OCDE Courier Service JPA (Exhibit A).

JOINT POWERS AGREEMENT FOR MAIL DELIVERY

AMENDMENT NO. 1

THE AGREEMENT, made and entered into by, between, and among the public educational agencies which elected to unite in a joint powers entity created thereby, and those public educational agencies which may hereafter elect to join, is amended as follows

1. Section 7 TREASURER/AUDITOR subsection (d) is deleted in its entirety and is replaced with the following:

An employee of the Superintendent shall be designated as the Treasurer/Auditor of the Entity. The Treasurer/Auditor shall be the depository and have custody of all the money of the Entity, from whatever source. The Treasurer/Auditor shall:

- d. Verify and report in writing to the parties to this Agreement the amount of money held for the Entity, the amount of receipts since the last report, and the amount paid out since the last report. Such verification and written report shall be sent to the parties to this Agreement four (4) times a year as determined by the Executive Committee.

2. Section 9 PAYMENTS is deleted in its entirety and is replaced with the following provisions:

- a. Each fiscal year the Executive Committee shall reevaluate the cost of the delivery service. On or before June 30, the Executive Committee shall determine the amount payable by the participants for delivery services for the ensuing fiscal year.
- b. The Superintendent shall prepare an invoice for the delivery services and submit the invoice to each participant prior to July 31 of each fiscal year. Payment shall be made annually to the Superintendent within sixty (60) days of receipt of an invoice, unless the participant has given notice of its intention to withdraw from the County-wide delivery service pursuant to Section 10 of this Agreement. Payment shall be mailed to: Orange County Superintendent of Schools, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, California 92628-9050, Attention: Fiscal Services.

3. Except as herein amended, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to the Agreement to be duly executed by their authorized officers as set forth below.

On this 8th day of March, 2011

PARTICIPANT DISTRICT

Capistrano Unified School District

By _____

Joseph M. Farley

Typed or Printed Name

Superintendent

Title

Date Approved by Governing Board: March 8, 2011

JOINT POWERS AGREEMENT CONCERNING

MAIL DELIVERY

THIS AGREEMENT is made and entered into by, between, and among the public educational agencies which have elected to unite in the joint powers entity hereby created, and those public educational agencies which may hereafter elect to join.

WITNESSETH

WHEREAS, it has been determined by the parties which are signatories hereto that there exists a need for a County-wide system for the delivery of letters and such other materials as the parties may require in order to conduct business; and

WHEREAS, the services to be provided jointly hereunder will result in benefits to each of the parties hereto, at a lower cost than if such services were separately provided in another manner; and

WHEREAS, 39 Code of Federal Regulations, section 310.3(b)(3) authorizes a joint entity, with joint employees who share directly in the revenues and expenses of the entity, to carry the letters of the joint entity; and

WHEREAS, Title 1, Division 7, Chapter 5, Article 1 (Sections 6500, et seq.) of the California Government Code authorizes two or more public agencies to join together for common purposes;

NOW, THEREFORE, for and in consideration of the mutual advantages to be derived herefrom, and in consideration of the execution of this Agreement by other public educational agencies, each of the parties hereto does agree as follows:

1. CREATION OF THE JOINT POWERS ENTITY

A public entity, separate and apart from the parties to this Agreement, is hereby created and shall be designated as the Orange County School District Courier Service (hereinafter "Entity").

2. FUNCTIONS OF THE ENTITY

The Entity is established for the purpose of operating and maintaining a County-wide system for the delivery of letters and other materials which are necessary for the conduct of business. The functions of the Entity include:

- a. Selection, employment and compensation of a sufficient number of delivery drivers, substitute delivery drivers, and such other personnel as may be necessary to provide for an efficient and economical delivery system.
- b. Acquisition and maintenance of delivery vehicles.
- c. Establishment of delivery routes.
- d. Provision of such other services, equipment and materials as may be necessary for a County-wide delivery system.

3. **TERM OF AGREEMENT**

This Agreement shall be effective upon execution hereof, and shall continue in effect until terminated as provided herein. In the event of a reorganization of one or more of the public educational agencies participating in this Agreement, the successor in interest to the obligations of any such reorganized agency shall be substituted as a party or parties to this Agreement.

4. **MEMBERSHIP**

In addition to the public educational agencies which are parties to this Agreement, other public educational agencies may become parties hereto pursuant to the Bylaws of the Entity.

5. **EXECUTIVE COMMITTEE**

There shall be a seven (7) member Executive Committee.

By executing this Agreement, the governing board of each participant hereby authorizes its district superintendent, or district superintendent's designee, to vote for six (6) members of the Executive Committee. The Orange County Superintendent of Schools (hereinafter "Superintendent") shall appoint the seventh member.

The member appointed by the Superintendent shall serve an indefinite term. The three (3) members elected by the districts with the highest number of votes will serve an initial term ending June 30, 2002. The remaining three (3) members shall serve an initial term ending June 30, 2000. Thereafter, as terms expire, election shall be held for terms of four (4) years. If for any reason a member is not able to complete a term, remaining members may appoint a new member for the duration of the term. A member of the Executive Committee can be removed by a majority vote of the participants' district superintendents. The member appointed by the Superintendent can be removed by the Superintendent.

The Executive Committee shall develop and publish Bylaws governing the establishment and maintenance of the delivery system. A copy of said Bylaws will be provided to each of the parties hereto. Each party to this Agreement agrees to comply with and be bound by the provisions of said Bylaws and further agrees that the Entity will be operated pursuant to this Agreement and the Bylaws.

6. ADMINISTRATIVE ENTITY

The Orange County Superintendent of Schools (hereinafter "Superintendent") shall administer this Agreement. The Superintendent shall exercise the functions of the Entity, and shall possess powers which include but are not limited to the following:

- a. To make and enter contracts.
- b. To employ agents and employees.
- c. To acquire, construct, manage, maintain or operate any building, works or improvements.
- d. To acquire, hold or dispose of property.
- e. To incur debts, liabilities or obligations.
- f. To sue and be sued in the name of the Entity.

7. TREASURER/AUDITOR

An employee of the Superintendent shall be designated as the Treasurer/Auditor of the Entity. The Treasurer/Auditor shall be the depositary and have custody of all the money of the Entity, from whatever source. The Treasurer/Auditor shall:

- a. Receive and receipt for all money of the Entity and deposit it in the County School Service Fund to the credit of the Entity.
- b. Be responsible for the safekeeping and disbursement of all money of the Entity so held by the Treasurer/Auditor.
- c. Pay, when due, out of money of the Entity so held by the Treasurer/Auditor, all sums payable by the Entity only upon warrants authorized by the Treasurer/Auditor and drawn by the Treasurer of Orange County or the Treasurer's authorized representative.

- d. Verify and report in writing on the first day of July, October, January, and April of each year to the parties to this Agreement the amount of money held for the Entity, the amount of receipts since the last report, and the amount paid out since the last report.

8. ACCOUNTS AND RECORDS

a. Accountability:

The Treasurer/Auditor shall have the duty to maintain at all times strict accountability of all funds received and disbursed. The Treasurer/Auditor shall cause to be kept proper accounts and records in which complete and detailed entries shall be made of all transactions including all receipts and disbursements. Such accounts and records shall be kept in accordance with applicable law and generally accepted accounting principles. Said accounts and records shall be subject to inspection at any reasonable time by representatives of each of the parties to this Agreement.

b. Audit:

The Superintendent shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Entity. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code and shall conform to generally accepted auditing standards. Reports of such audits shall be filed as public records with each of the parties to this Agreement and also with the Auditor for Orange County. Such reports shall be filed within twelve (12) months of the end of the fiscal year or years under examination. Any costs of the audit, including contracts with, or employment of certified public accountants, shall be borne by the Superintendent and shall be a charge against any unencumbered funds of the Superintendent available for the purpose.

9. PAYMENTS

- a. Each participant agrees to pay to the Superintendent the sum of thirteen dollars (\$13) per day (round trip) for two hundred forty (240) days per year for a total sum of three thousand one hundred twenty dollars (\$3,120) per year. The Superintendent shall prepare an invoice for the services performed and submit the invoice to each participant prior to July 1 of each year. Payment shall be made annually, on or before August 15 of that fiscal year. Payment shall be mailed to: Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92628-9050, or to such other place as the Superintendent may designate in writing.

- b. Each fiscal year, the Executive Committee shall reevaluate the cost of the delivery service. On or before May 15 of the second and each succeeding year of this Agreement, the Executive Committee shall report to each participant the amount that has been determined to be paid for the ensuing year. Said amount shall be paid by the participant on or before August 15, unless the participant has given notice of its intention to withdraw from the County-wide delivery service pursuant to Section 10 of this Agreement.

10. WITHDRAWAL

Any participant may withdraw from this Agreement and from the Entity hereby formed by giving written notice of its intention to do so on or before March 15 of the then current fiscal year. The withdrawal of the participant will be effective on July 1 of the next fiscal year.

11. TERMINATION OF AGREEMENT

This Agreement may be terminated, except for the purposes of winding up the affairs of the Entity, effective at the end of any fiscal year by the affirmative action of all the public educational agencies then parties to the Agreement. The inclusion of additional parties to this Agreement or the withdrawal of some but not all of the parties to this Agreement shall not be deemed a dissolution of the Entity or a termination of this Agreement.

12. DISPOSITION OF PROPERTY AND FUNDS

In the event of the dissolution of the Entity, or the complete rescission or other final termination of this Agreement, any property interest remaining in the Entity following a discharge of all obligations shall be returned in proportion to the contributions made by the then parties to the Agreement.

13. SEVERABILITY

Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with the laws of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

14. LIABILITY

Pursuant to the provisions of Section 895.4 of the Government Code, each party hereto agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

The Entity may insure itself, to the extent deemed necessary by the Executive Committee, against loss, liability and claims arising out of or connected with this Agreement.

15. AMENDMENTS

This Agreement may be amended by a simple majority vote of all parties to the Agreement. Any such amendment shall be effective upon the date of execution thereof, unless otherwise provided in the amendment.

16. EXECUTION

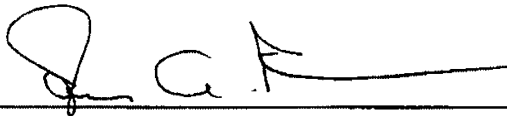
This Agreement may be executed by each participant on a separate copy thereof with the same force and effect as through all participating agencies had executed a single original copy.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers hereunto duly authorized as set forth herein below.

On this 6th day of July, 1998.

PARTICIPANT DISTRICT

Capistrano Unified School District

By 

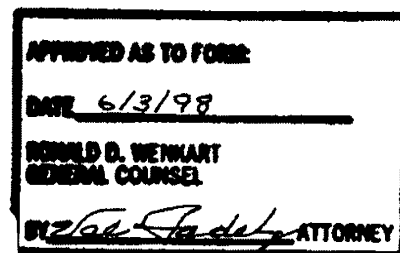
James A. Fleming

Typed or Printed Name

Superintendent

Title

Date Approved by Governing Board: July 6, 1998



CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

TO: Joseph M. Farley, Superintendent

FROM: Julie Hatchel, Assistant Superintendent, Education Services

SUBJECT: **MASTER CONTRACT-TERI, INC. THE COUNTRY SCHOOL, NON-PUBLIC 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 non-public school services are provided at District expense, Title 5 §3062 requires that the local education agency develop a contract with the service provider.

CURRENT CONSIDERATIONS

This agenda item recommends approval of a master contract for special education services to be provided by Teri, Inc. The Country School, a non-public school (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: \$235.00 per diem and \$80.00 per hour for speech therapy and occupational therapy per individual service agreement and individual student IEP for the 2010-2011 school year

Funding Source: Special Education Fund

STAFF RECOMMENDATION

It is recommended the Board approve this master contract for Teri, Inc. The Country 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:
37-73791-6927644

LEA: CAPISTRANO UNIFIED SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Teri, Inc. The Country 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 Teri, Inc. The Country 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: Special Education Director
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-up 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. Teri, Inc. The Country

37-73791-6927644

2010-2011

School

NONPUBLIC SCHOOL

CONTRACTOR NUMBER

CONTRACT YEAR

Per CDE Certification, total enrollment may not exceed 4 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>\$235.00</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 (60 minutes inclusive)	_____	_____
b. Language and Speech Therapy – Individual	<u>\$80.00</u>	<u>per hour</u>
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. Individual Aide for entire day	_____	<u>Inclusive</u>
c. Additional Instructional Assistant – Group of 3	_____	_____
(6) Intensive Special Education Instruction**	_____	_____
(7) a. Occupational Therapy – Individual (60 minutes inclusive)	_____	_____
b. Occupational Therapy – Individual	<u>\$80.00</u>	<u>per hour</u>

- 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,

Teri, Inc. The Country School

Nonpublic School

By:

Capistrano Unified School District

By:

Signature	Date
Shane Hamilton, Director	
Name and Title of Authorized Representative	

	Date
Candy Miller, Interim SELPA Director	
Name and Title of Authorized Representative	

Notices to CONTRACTOR shall be addressed to:

Name	
Teri, Inc. –The Country School	
Nonpublic School Provider	
1145 Linda Vista Drive, #105	
Address	
San Marcos,	Ca 92078
City	State Zip
(760) 744-4870	
Phone	

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

TO: Joseph M. Farley, Superintendent

FROM: Julie Hatchel, Assistant Superintendent, Education Services

SUBJECT: **MASTER CONTRACT-DEVEREUX CLEO WALLACE, NON-PUBLIC 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 non-public school services are provided at District expense, Title 5 §3062 requires the local education agency develop a contract with the service provider.

CURRENT CONSIDERATIONS

This agenda item recommends approval of a master contract for special education services to be provided by Devereux Cleo Wallace, a non-public school (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: \$125.00 per diem and \$100.00 per hour for speech language therapy per individual service agreement and individual student IEP for the 2010-2011 school year

Funding Source: Special Education Fund

STAFF RECOMMENDATION

It is recommended the Board approve this master contract for Devereux Cleo Wallace, 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:
77-76422-6131049

LEA: CAPISTRANO UNIFIED SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Devereux Cleo Wallace

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 Devereux Cleo Wallace (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: Special Education Director
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-up 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 of 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. Devereux Cleo Wallace
NONPUBLIC SCHOOL**

**77-76422-6131049
CONTRACTOR NUMBER**

**2010-2011
CONTRACT YEAR**

Per CDE Certification, total enrollment may not exceed 12 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>\$125.00</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	<u>\$100</u>	<u>per hour</u>
	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,

Devereux Cleo Wallace

Nonpublic School

By:

Capistrano Unified School District

By:

_____ Signature	_____ Date
Jewell Cochran, Director of Finance	
_____ Name and Title of Authorized Representative	

_____ Date
Candy Miller, Interim SELPA Director
_____ Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Jewell Cochran
Name

Devereux Cleo Wallace
Nonpublic School Provider

8405 Church Ranch Boulevard
Address

Westminster, CO 80021
City State Zip

Phone (303) 466-0904

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **CONSULTING AGREEMENT, CIVIL ENGINEERING SERVICES – SLR
CIVIL ENGINEERING, INC.**

BACKGROUND INFORMATION

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

CURRENT CONSIDERATIONS

This agenda item requests approval of the attached consulting agreement for civil engineering services for projects districtwide on an as-needed basis – SLR Civil Engineering, Inc. (Exhibit A).

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 project

STAFF RECOMMENDATION

It is recommended the Board approve this consulting agreement for civil engineering services – SLR Civil Engineering, Inc.



Consultant Agreement

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

hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by CONSULTANT:** Civil engineering services as needed
District wide.

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on February 1, 2011 and will diligently perform as required and complete performance by December 31, 2011.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>DISTRICT</u>	<u>CONSULTANT</u>
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	SLR Civil Engineering, Inc. 6104 Riverside Avenue, Suite A Riverside, CA 92506 951.782.2344

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

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

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

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

a. Exhibit A Fee Schedule

b. Exhibit B N/A

c. Exhibit C N/A

CONSULTANT NAME: SLR Civil Engineering, Inc. Contract No. C1011120

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

DISTRICT:

CONSULTANT:

By: _____

Terry Fluent, Director of Purchasing

By: _____

Signature

Printed Name

Title

March 8, 2011
Board Approval Date

Social Security or Taxpayer Identification

SLR CIVIL ENGINEERING, INC.

January 31, 2011

6104 Riverside Avenue Suite A
Riverside, CA 92506
(951) 782-2344

JN: 142-0145

"A" **FEE SCHEDULE**

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
1. Principal.....	\$150.00 per hour
2. Registered Engineer / Project Manager.....	\$100.00 per hour
3. Project Engineer.....	\$ 95.00 per hour
4. Designer.....	\$ 90.00 per hour
5. Designer/Draftsperson.....	\$ 85.00 per hour
6. Draftsperson / Field Technician.....	\$ 80.00 per hour
7. 2 Man Survey Party.....	\$215.00 per hour
9. Administrative Assistant.....	\$ 45.00 per hour
10. Engineering Aide.....	\$ 50.00 per hour

Principal Time as Expert Witness During Court Appearance, Waiting For Court Appearance, and Depositions.....	\$280.00 per hour
Principal Time Spent on Preparation, and Office or Outside Research Relevant to Expert Witness Work.....	\$200.00 per hour

REIMBURSEABLES

Blueprints.....	\$ Vendor Costs +15%
Travel.....	\$.46 per mile
Delivery.....	\$ 25.00 per hour plus mileage

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **CONSULTING AGREEMENT, SURVEYING AND CONSTRUCTION
ENGINEERING SERVICES – GUIDA SURVEYING, INC.**

BACKGROUND INFORMATION

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

CURRENT CONSIDERATIONS

This agenda item requests approval of the attached consulting agreement for surveying and construction engineering services for projects districtwide on an as-needed basis – Guida Surveying, Inc. (Exhibit A).

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 project

STAFF RECOMMENDATION

It is recommended the Board approve this consulting agreement for surveying and construction engineering services – Guida Surveying, Inc.

CONTRACTOR'S NAME: Guida Surveying, Inc.

CONTRACT No. I1011124



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Guida Surveying, 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:** Surveying and construction engineering services.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on March 9, 2011, and will diligently perform as required and complete performance by March 8, 2012.

1

CONTRACTOR'S NAME: Guida Surveying, Inc. CONTRACT No. I1011124

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: Guida Surveying, Inc.

CONTRACT No. I1011124

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:

Guida Surveying, Inc.
9241 Irvine Blvd., #100
Irvine, CA 92618
949.777.2050

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: Guida Surveying, Inc. CONTRACT No. I1011124

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/Rate Sheet</u>
b. Exhibit	B	<u>N/A</u>
c. Exhibit	C	<u>N/A</u>

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

Capistrano Unified School District
Name of District

Guida Surveying, Inc.
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

March 8, 2011
Board Approval Date

Taxpayer Identification Number



EXHIBIT A

February 10, 2011

Randy Rowles
Executive Director
Capistrano Unified School District

Subject: On call as needed Grade Checking Surveying Services for Capistrano Unified School District

Dear Randy

I'm please to submit this proposal for the following scope work. This scope is based on my conversation with Eden Company and my understanding of projects requirements. This proposal is a negotiated fee as shown below. Guida Surveying will perform the following scope of service as directed by the school district representative.

Surveying Service

Guida Surveying will perform the following survey services

1. Verify existing survey stakes to confirm the location and elevation.
2. Verify forms, trenched footings, block wall heights, embed location and other items as directed.
3. Provide all finds measurements to field representative.
4. Provide Survey Construction verification.
5. Provide as needed staking for conceptual and visual field location. (not for any construction staking)
6. Coordinate with Districts Inspector of Record (I.O.R.)

Negotiated fee for above services.

- Half day (up to 4 hours) 2 man survey team \$800.00
- Full day 2 man survey team \$1400.00
- No office support is required per our discussion
- Attached are our standard billing rates for any work outside of the above scope.

If you have any question please call me at 949-777-2000.

Sincerely

A handwritten signature in black ink, appearing to read "Ralph Guida IV", is written over a horizontal line.

Ralph Guida IV, PLS 7076
Guida Surveying, Inc.

EXHIBIT A
(8 of 9)

Orange County Irvine-Corporate-9241 Irvine Blvd Ste 100 Irvine CA 92618 Phone 949-777-2000 Fax 949-777-2050
San Francisco Bay Area -4695 Chabot Drive Ste 200 Pleasanton CA 94588 Phone 925-558-2756 Fax 949-777-2050
San Diego County San Marcos-135 Vallecitos de Oro Ste E San Marcos CA 92069 Phone 760-759-2200 Fax 760-759-2219



GUIDA SURVEYING RATES

Rates effective July 1, 2010 through June 30, 2011

RATE	PER	PERSONNEL
\$170.00	HOUR	1 MAN SURVEY CREW WITH TRUCK
\$240.00	HOUR	2 MAN SURVEY CREW
\$340.00	HOUR	3 MAN SURVEY CREW
\$ 75.00	HOUR	RESEARCH CLERICAL
\$115.00	HOUR	DRAFT / CADD OPERATOR
\$140.00	HOUR	PROJECT SURVEYOR
\$160.00	HOUR	PROJECT MANAGER/L.S.
\$190.00	HOUR	SENIOR PROJECT MANAGER
\$220.00	HOUR	PRINCIPAL
\$125.00	per person	PER DIEM
<p style="text-align: center;">Overtime is 1.5 times rates listed-Night work 2.0 times rate above</p> <p style="text-align: center;">15% will be added to all reproduction, research material, and delivery services</p> <p style="text-align: center;">Mileage will be billed at the federal rate</p>		

EXHIBIT A (9 of 9)

Orange County Irvine-Corporate-9241 Irvine Blvd Ste 100 Irvine CA 92618 Phone 949-777-2000 Fax 949-777-2050
 San Francisco Bay Area -4695 Chabot Drive Ste 200 Pleasanton CA 94588 Phone 925-558-2756 Fax 949-777-2050
 San Diego County San Marcos-135 Vallecitos de Oro Ste E San Marcos CA 92069 Phone 760-759-2200 Fax 760-759-2219

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **INDEPENDENT CONTRACTOR AGREEMENT, SEVEN HABITS OF
HIGHLY EFFECTIVE FAMILIES WORKSHOPS – ERIC STENLAKE**

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 to provide workshops on Seven Habits of Highly Effective Families for District parents and students – Eric Stenlake (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: \$100 per workshop
Funding Source: Title I

STAFF RECOMMENDATION

It is recommended the Board approve this independent contractor agreement to provide parent and student workshops – Eric Stenlake.

CONTRACTOR'S NAME: Eric Stenlake

CONTRACT No. I1011122



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Eric Stenlake 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:** Parent and student educational workshops.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on March 9, 2011, and will diligently perform as required and complete performance by March 8, 2012.

CONTRACTOR'S NAME: Eric Stenlake CONTRACT No. I1011122

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: Projector.

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: Eric Stenlake

CONTRACT No. 11011122

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: Eric Stenlake

CONTRACT No. I1011122

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:

Eric Stenlake
305 Avenida San Pablo
San Clemente, CA 92672

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: Eric Stenlake CONTRACT No. II011122

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

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

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

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

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

Capistrano Unified School District
Name of District

Eric Stenlake
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Eric Stenlake
Typed or Printed Name

Director, Purchasing
Title

Title

March 8, 2011
Board Approval Date

Taxpayer Identification Number

EXHIBIT A

FEE SCHEDULE

Eric Stenlake:

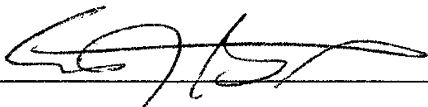
305 Avenida San Pablo
San Clemente, CA 92672

949-275-6778

Eric.Stenlake@franklincovey.com

Delivery Consultant:
7 Habits of Highly Effective Families Workshop

\$100.00 per Workshop

Signature  Date 01/11/11

Typed or Printed Name ERIC J. STENLAKE

EXHIBIT A
(8 of 8)

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

TO: Joseph M. Farley, Superintendent
FROM: Ron Lebs, Deputy Superintendent, Business & Support Services
SUBJECT: **INDEPENDENT CONTRACTOR AGREEMENT, CLASSROOM
WALKTHROUGH INSTITUTE – TEACHSCAPE, 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 to provide the Classroom Walkthrough Institute for District administrators and instructional leaders – Teachscape, Inc. (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: \$30,000
Funding Source: Title I

STAFF RECOMMENDATION

It is recommended the Board approve this independent contractor agreement to provide the Classroom Walkthrough Institute – Teachscape, Inc.

CONTRACTOR'S NAME: Teachscape, Inc.

CONTRACT No. I1011123



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Teachscape, 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:** Professional development for CUSD administrators.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on March 9, 2011, and will diligently perform as required and complete performance by March 8, 2012.

1

CONTRACTOR'S NAME: Teachscape, Inc. CONTRACT No. 11011123

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

CONTRACTOR'S NAME: Teachscape, Inc.

CONTRACT No. I1011123

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: Teachscape, Inc.

CONTRACT No. I1011123

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: Teachscape, Inc.

CONTRACT No. 11011123

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:

Teachscape, Inc.
71 Stevenson St. 5th Floor
San Francisco, CA 94105
415.369.3700

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: Teachscape, Inc. CONTRACT No. I1011123

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 12/17/10)</u>
b. Exhibit	B	<u>N/A</u>
c. Exhibit	C	<u>N/A</u>

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

Capistrano Unified School District
Name of District

Teachscape, Inc.
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

March 8, 2011
Board Approval Date

Taxpayer Identification Number



www.teachscape.com

71 Stevenson Street, Fifth Floor, San Francisco, CA 94105
877-98TEACH • 415-369-3700 • 415-344-0847 fax

PROPOSAL

Classroom Walkthrough Institute & Licensing

Supporting

SLOP Implementation

Capistrano Unified School District

December 17, 2010

Submitted to:
Dr. Amy Bryant
Director, Curriculum and Instructional Support
33122 Valle Road
San Juan Capistrano, CA 92675

Submitted by:
Christine Palmer, M.A.
Account Executive
415-686-7687

Classroom Walkthrough

A Process for Outcomes-Based Instructional Improvement

Introduction

CWT is a research-based process which enables instructional leaders to gather classroom data on teaching and learning, transmit the data wirelessly for online reporting, and use data with teachers in collaborative meetings focused on improving instruction in the classroom. Teachscape's CWT Process has been implemented in over 7,000 schools across the county. We look forward to entering into a working partnership with CUSD to accelerate and expand the district's current processes and protocols, especially in the areas of instructional improvement and leadership development.

Program Description

The 3 -day Classroom Walkthrough Institute is designed to provide principals and other instructional leaders with the knowledge and skills necessary to implement a sustainable process for continual instructional improvement. The institute will enable instructional leaders to better guide improvements in teachers' everyday instructional practices and connect teacher professional learning to changes in classroom practice. The Classroom Walkthrough Institute offers high quality professional development, easy-to-use web-based tools for data analysis, and a comprehensive process for leading reflective meetings with teachers to help raise student achievement. Teachscape's seven step Classroom Walkthrough process (Figure 1) provides a framework for collecting, organizing, and analyzing CWT data, for leading reflective, focused dialogue about teaching and learning, and for developing action plans for improvement. The iterative CWT process and online resources enable school and district leaders to track and monitor changes in classroom practice as teachers increasingly adopt research-based teaching strategies.

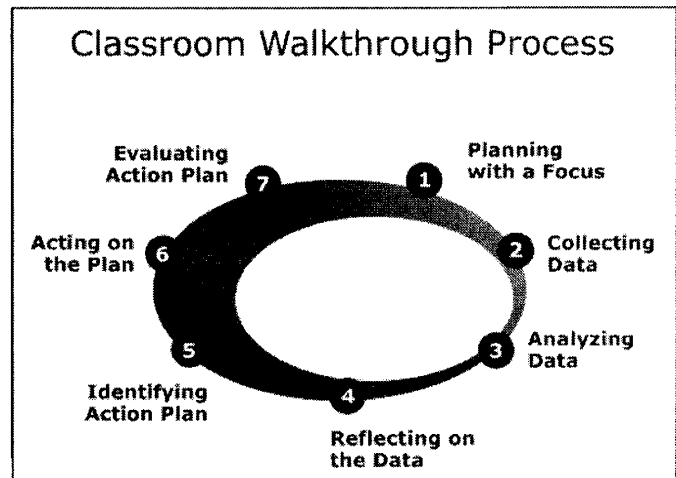


Figure 1 - Teachscape's Seven Step Classroom Walkthrough Process

In addition, Institute participants will explore areas of instructional practice which research has deemed critical for instructional effectiveness including:

- Cognitive demand of instruction (Bloom)
- Evidence of high yield instructional strategies in teaching and student work (Marzano)
- Evidence of levels of student engagement (Schlechty)
- Evidence of differentiation and accessibility in the classroom environment (Tomlinson)

Because the Classroom Walkthrough tool is customizable, the district will be guided in customizing surveys to support SIOP implementation and practice.

Goals and Outcomes

This CWT Institute is designed to serve instructional leaders including principals, assistant principals, directors of curriculum and instruction, district-level administrators, instructional coaches, teacher mentors, content specialists, and other leaders.

Overarching Goals

The Classroom Walkthrough professional learning program (CWT) has three goals:

- To support and enhance the role of principals and other school leaders as instructional leaders
- To develop effective ways to support outcomes-based reflection and continuous improvement
- To build school-wide dialogue and understanding of research-based classroom practices proven to support positive student outcomes in all schools

Professional Learning Outcomes

Upon completion of this program, participants will demonstrate their capacity to engage their school community in the CWT process by:

- Describing the seven-stage CWT process for instructional improvement
- Using CWT technology to support collecting and analyzing data on classroom practice
- Using reports on walk data as springboards for reflective dialogue
- Identifying key strategies for engaging the school community in reflective dialogue about walk data
- Implementing key strategies to guide school communities from reflection to action

Resources

Instructional leaders in the CWT Institute participate in cohort-based learning, read current research and professional literature, engage in self-study of online professional development resources, and collaborate through in-person and online discussions to support their professional learning. Resources and materials offered in the CWT Institute include:

Resources for Instructional Leaders

CWT Professional Development

- Three (3) sessions of focused learning and practice for up to 25 participants in each session.
- Five (5) online professional development modules for all users
 - *Introduction to Classroom Walkthrough*
 - *CWT: Implementation and Practice*
 - *CWT: Data Analysis and Reflection*
 - *Using the Data Collection Tool*
 - *CWT: Orienting Your Teachers*

CWT Technology

- Eight (8) site licenses providing twelve month access to Teachscape's website for data entry, data analysis, and reporting.
- Wireless/cellular PDA Data Collection Tool (Mobile DCT) software for data gathering and uploading to website.

CWT Materials

- *CWT 3.0 Participant Guide* (173 pages) with additional resources and templates for instructional leaders.
- Three (3) books for each instructional leader's professional library
 - *Classroom Instruction that Works*, Marzano, et al. (2001)
 - *Reflective Practice to Improve Schools*, York-Barr, et al (2006)
 - *The Differentiated Classroom: Responding to the Needs of All Learners*, Tomlinson (1999)
- Teacher Orientation CD containing a presentation that instructional leaders can use to introduce the school community to the highlights of Classroom Walkthrough prior to beginning walks.

Support

- Unlimited toll-free phone support for all CWT Institute participants from 8:00 am to 9:00 pm Eastern.
- 24/7 web and email support for all CWT Institute participants with next business day response
- Access to all system upgrades during the contract term

Resources for Teachers

Teacher Resource Presentation

- During the course of the training, participants will prepare a plan for introducing the Classroom Walkthrough process to their school community. In addition to the Introduction to Classroom Walkthrough with Reflective Practice online resource, materials include a Teacher Resource Presentation. This Presentation, available online, is an easy-to-use presentation to introduce the school community to the highlights of the Classroom Walkthrough.

**Classroom Walkthrough Pricing
Implementation for 8 Sites & District Office**

Implementation Model	Service Item	Quantity	Unit Price	Total Cost
<u>Training For District Instructional Leaders Principals and Coaches</u> <u>Licenses and Materials</u>	<ul style="list-style-type: none"> Classroom Walkthrough 3 day Institute for Instructional Leaders - includes training and materials for up to 25 participants 	1	\$30,000	\$30,000
	<ul style="list-style-type: none"> Unlimited user site licenses, PDA application licenses and twelve month technical support 	8	\$800	Included
	<ul style="list-style-type: none"> Unlimited user site license for district office 	1	\$800	Included
	<ul style="list-style-type: none"> CWT Materials- 1 set per participant - 3 professional library books for all institute participants, user guides, CDs, all online resources 			Included
	Total			\$30,000

Capacity Building and Sustainability

Annual renewal of licenses is \$500 per site.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **INDEPENDENT CONTRACTOR AGREEMENT, SCIENCE
ASSEMBLIES – SCIENCE ON THE GO, 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 to provide science assemblies for students throughout the District – Science on the Go, Inc. (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: Costs as per fee schedule
Funding Source: Site funded

STAFF RECOMMENDATION

It is recommended the Board approve this independent contractor agreement to provide science assemblies – Science on the Go, Inc.



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Science on the Go, 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:** District wide science assemblies.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on March 9, 2011, and will diligently perform as required and complete performance by March 8, 2012.

CONTRACTOR'S NAME: Science on the Go, Inc. CONTRACT No. I1011105

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

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

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

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

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

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

CONTRACTOR'S NAME: Science on the Go, Inc. **CONTRACT No.** I1011105

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

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

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

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

CONTRACTOR'S NAME: Science on the Go, Inc. CONTRACT No. 11011105

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:

Science on the Go, Inc.
21475 Via Espana
Yorba Linda, CA 92886

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: Science on the Go, Inc. CONTRACT No. I1011105

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 9th DAY OF March, 2011.

Capistrano Unified School District
Name of District

Science on the Go, Inc.
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

March 8, 2011
Board Approval Date

Taxpayer Identification Number

EXHIBIT A

Science on the Go, Inc.

"Bringing the outside world to your school"



Fee schedule

Assembly format, providing a full one hour presentation including instruction and hands-on portion

1or2 presentations-\$350 (minimum)

3 presentations-\$450

4 presentations -\$580

5 presentations (full day)-\$700

Each presentation shall not exceed 100 students

Only one topic per day, per school site is suggested. There are 16 assembly topics to choose from.

Interactive assemblies- will provide an hour and fifteen minutes of instruction and hands-on portions with rotational centers and consumable materials. Each presentation shall not exceed 40 students per presentation.

Fee-\$6.50 per student

EXHIBIT A
(8 of 8)

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **INDEPENDENT CONTRACTOR AGREEMENT, GENERAL ACADEMIC
GUIDANCE WORKSHOPS – DEBRA L. HOROWITZ**

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 to provide general academic guidance workshops for Indian Education parents and students – Debra L. Horowitz (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: Workshop costs per fee schedule
Funding Source: Indian Education

STAFF RECOMMENDATION

It is recommended the Board approve this independent contractor agreement for general academic guidance workshops – Debra L. Horowitz.

CONTRACTOR'S NAME: Debra L. Horowitz

CONTRACT No. 11011121



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Debra L. Horowitz 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:** General academic guidance workshops and individual counseling for parents and students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on March 9, 2011, and will diligently perform as required and complete performance by March 8, 2012.

CONTRACTOR'S NAME: Debra L. Horowitz

CONTRACT No. I1011121

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: Debra L. Horowitz

CONTRACT No. I1011121

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:

Debra L. Horowitz
35715 Beach Road
Capistrano Beach, CA 92624

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: Debra L. Horowitz CONTRACT No. I1011121

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 9th DAY OF March, 2011.

Capistrano Unified School District
Name of District

Debra L. Horowitz
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Debra L. Horowitz
Typed or Printed Name

Director, Purchasing
Title

Title

March 8, 2011

Board Approval Date

Taxpayer Identification Number

7



EXHIBIT A
DEBRA L HOROWITZ
35715 Beach Road
(949) 496-3359
debbiemorgan@cox.net

College & Career Guidance Consultant ~ My mission is to encourage and influence young people to always recognize, appreciate, and share their own special gifts and talents in thoughtful and carefully planned ways. My vision is that young people will graduate from high school with confidence in their ability to succeed wherever they choose to travel simply by trusting in themselves and the skills, interests, passions, and even challenges that are uniquely their own.

In addition to providing general academic guidance on an individual basis, I offer group presentations to local schools and community organizations upon request. I assist high school students with each and every component of the college application process to include resume preparation, essay/personal statement preparation, and the entire college search process. I am truly excited about my work with middle school students, particularly eighth graders preparing for high school. I have determined that it is critically important for middle school students to understand all of the things they will need to address during their four years of high school in preparation for college upon graduation. Early awareness and preparation relative to college admissions is crucial.

Rate of Pay & Expenses (all-inclusive)

Initial Meeting ~ \$250 per Initial Meeting with no time parameters

Subsequent Meetings (Monday through Thursday up to 5:00 PM) ~ After the initial meeting, all meetings will be billed at a rate of \$100 Per Hour

Evening/Weekend Meetings (6:00 PM or later Monday through Thursday and all Friday, Saturday, Sunday Meetings) ~ \$250 Per meeting

Meeting Venue ~ All meetings are at my home. If you would like for me to come to your home then an additional \$25 per meeting will be added to each invoice.

****Workshop Presentations** ~ \$250 Per Two-Hour Workshop

****Please note that I have created a special workshop presentation rate for Capistrano Unified School District of \$100 for each of six workshop presentations.**

Debra L Horowitz 2/4/2011
Debra L. Horowitz

EXHIBIT A
(8 of 8)

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **INDEPENDENT CONTRACTOR AGREEMENT, ENVISION FRACTION
TRAINING – KATE GALLAWAY**

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 to provide enVision fraction training for District teachers in grades 3-5 at each elementary school – Kate Gallaway (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: \$2,500
Funding Source: Title I

STAFF RECOMMENDATION

It is recommended the Board approve this independent contractor agreement to provide enVision fraction training – Kate Gallaway.

CONTRACTOR'S NAME: Kate Gallaway

CONTRACT No. I1011125



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Kate Gallaway 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:** General academic workshops
and individual counseling for teachers, parents and students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on March 9, 2011, and will diligently perform as required and complete performance by March 8, 2012.

CONTRACTOR'S NAME: Kate Gallaway CONTRACT No. I1011125

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: Refer to 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: Use of computer, LCD projector, large white board, document - camera, materials for hands on activities.
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:

Kate Gallaway
3382 Lazarro Dr.
Carmel, CA 93923
831.917.9045

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: Kate Gallaway CONTRACT No. I1011125

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

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

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

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

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

Capistrano Unified School District

Name of District

Kate Gallaway

Contractor Name

By: _____

Signature: _____

Terry Fluent

Typed Name

Kate Gallaway

Typed or Printed Name

Director, Purchasing

Title

Title

March 8, 2011

Board Approval Date

Taxpayer Identification Number

EXHIBIT A
FEE SCHEDULE

Kate Gallaway
3382 Lazarro Drive
Carmel, CA 93923
kategallaway@yahoo.com

Scope of Work: General academic workshops and individual counseling for teachers, parents and students.

Fees: \$2000.00 plus expenses (payable within 30 days of completion).

Signature _____ Date _____

EXHIBIT A
(8 of 8)

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **SERVICE AGREEMENT, ORANGE COUNTY YOUTH INTERNET
SAFETY EDUCATION PROJECT, WEB WISE KIDS TRAINING –
ORANGE COUNTY DEPARTMENT OF EDUCATION**

BACKGROUND INFORMATION

The Orange County Department of Education (OCDE) provides training at the District office for a team of middle school teachers to teach them how to use a cyber citizenship program called Web Wise Kids. Web Wise Kids is a national non-profit organization dedicated to empowering today's youth to make wise choices online through easy-to-use, school-approved Internet safety education programs for young people. Web Wise Kids programs have reached more than ten million children and thousands of parents nationwide in conjunction with school systems, law enforcement, and community-based youth organizations.

CURRENT CONSIDERATIONS

This agenda item requests approval of the attached service agreement for Internet safety training sessions – OCDE (Exhibit A).

FINANCIAL IMPLICATIONS

There is no financial impact. The cost to provide substitute teachers is funded through a grant from the OCDE.

STAFF RECOMMENDATION

It is recommended the Board approve this service agreement for Internet safety training sessions, Web Wise Kids program – OCDE.

AGREEMENT NUMBER 36445

SERVICE AGREEMENT
CAPISTRANO UNIFIED SCHOOL DISTRICT

This AGREEMENT is hereby made and entered into this 2nd day of December, 2010, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, DISTRICT has received grant funds from the United States Department of Education for the provision of services to students through the delivery of the Orange County Youth Internet Safety Education Project; and

WHEREAS, the grant requires that SUPERINTENDENT allocate a portion of the grant funds for implementation of the Orange County Youth Internet Safety Education Project;

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

NOW, THEREFORE, the Parties hereby agree as follows:

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

perform the following service for the Instructional Services Programs:

1.1 Provide reimbursement for substitute teachers for designated middle school teachers to attend the Internet Safety Training sessions conducted by the SUPERINTENDENT and Web Wise Kids.

2.0 TERM. This AGREEMENT shall be in full force and effect for the period commencing December 2, 2010, and ending on December 2, 2010, subject to termination as set forth in this AGREEMENT.

3.0 PAYMENT.

A. SUPERINTENDENT agrees to pay DISTRICT the total sum not to exceed Three thousand dollars (\$3,000.00) for services satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT. Reimbursement shall be made at the daily rate of Three hundred dollars (\$300.00) for a maximum of ten (10) teachers. Payment to DISTRICT shall be made periodically upon satisfactory performance of activities identified in Section 1.0 of this AGREEMENT, satisfactory completion of reporting requirements, and receipt and approval of an itemized invoice. DISTRICT'S expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations, and policies relating to administration, use, and accounting for public funds, including, but not limited to, the California Education Code. DISTRICT'S itemized invoice shall provide a detailed description of services provided, dates the services were performed, supported by documentation which shall include, but not be limited to: ledgers, journals, time sheets, invoices, bank statements, canceled checks,

1 receipts, receiving records, and records of services provided.
2 Payment shall be mailed to: Capistrano Unified School District, 33122
3 Valle Road, San Juan Capistrano, California 92675, or at such other
4 place as DISTRICT may designate in writing.

5 B. DISTRICT shall not claim reimbursement for food, equipment
6 purchases, or services provided beyond the expiration and/or
7 termination of this AGREEMENT, except as may otherwise be provided
8 under this AGREEMENT.

9 C. SUPERINTENDENT may withhold or delay any payment should
10 DISTRICT fail to comply with any of the provisions set forth in this
11 AGREEMENT.

12 D. The obligation of SUPERINTENDENT under this AGREEMENT is
13 contingent upon the availability of funds furnished by U.S.
14 Department of Education. In the event that such funding is terminated
15 or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S
16 fiscal obligations hereunder shall be limited to a pro-rated amount
17 of funding actually received by the SUPERINTENDENT under the grant.
18 SUPERINTENDENT shall provide DISTRICT written notification of such
19 termination. Notice shall be deemed given when received by the
20 DISTRICT or no later than three (3) days after the day of mailing,
21 whichever is sooner.

22 4.0 INDEPENDENT CONTRACTOR. DISTRICT is and at all times to be an
23 independent contractor and shall be wholly responsible for the manner
24 in which the services required by the terms of this AGREEMENT are
25 performed. Nothing herein contained shall be construed as creating

1 the relationship of employer and employee, or principal and agent,
2 between SUPERINTENDENT and DISTRICT. DISTRICT assumes the
3 responsibility for the acts and omissions as they relate to the
4 services to be provided. DISTRICT shall not be entitled to any
5 rights, and/or privileges of SUPERINTENDENT'S employees and shall not
6 be considered in any manner to be SUPERINTENDENT'S employees.

7 5.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees
8 that all matters produced under this AGREEMENT shall become the
9 property of SUPERINTENDENT and cannot be used without
10 SUPERINTENDENT'S express written permission. SUPERINTENDENT shall
11 have all right, title and interest in said matters, including the
12 right to secure and maintain the copyright, trademark and/or patent
13 of said matter in the name of the SUPERINTENDENT. DISTRICT consents
14 to use of DISTRICT'S name in conjunction with the sale, use,
15 performance and distribution of the matters, for any purpose and in
16 any medium.

17 6.0 HOLD HARMLESS/INDEMNIFICATION.

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

1 B. DISTRICT hereby agrees to indemnify, defend, and hold
2 harmless SUPERINTENDENT, the Orange County Board of Education, the
3 U.S. Department of Education, the California Department of
4 Education, and their officers, agents, and employees from liability
5 and claims of liability for bodily injury, personal injury,
6 sickness, disease, or death of any person or persons, or damage to
7 any property, real, personal, tangible or intangible, arising out of
8 the negligent acts or omissions of employees, agents or officers of
9 DISTRICT during the period of this AGREEMENT.

10 7.0 INSURANCE. DISTRICT shall, at DISTRICT'S sole cost and expense,
11 and require all of its subcontractors, take out prior to commencing
12 the services and maintain in full force and effect from the
13 commencement of services until expiration of this AGREEMENT a policy
14 or policies of insurance covering DISTRICT'S and its subcontractor's
15 services. DISTRICT shall furnish to SUPERINTENDENT certificates of
16 insurance evidencing all coverage's and endorsements required
17 hereunder. All insurance shall be with an insurance company admitted
18 by the Insurance commissioner of the State of California to transact
19 such insurance in the State of California. Minimum coverage's shall
20 be as follows:

21 A. Comprehensive General Liability Insurance in an amount not
22 less than One million dollars (\$1,000,000) per occurrence, combined
23 single limit;

24 B. Comprehensive Automobile liability insurance covering all
25 owned, non-owned and hired vehicles in an amount not less than One
million dollars (\$1,000,000) per occurrence;

1 C. Statutory Workers' Compensation Insurance;

2 D. An endorsement to said policy(ies) naming the Orange County
3 Superintendent of Schools, the Orange County Board of Education, and
4 its officers, agents and employees as an additional insured while
5 rendering services under this AGREEMENT;

6 E. A thirty (30) day written notice to SUPERINTENDENT of
7 cancellation or reduction in coverage;

8 F. If the DISTRICT is either partially or fully self-insured
9 for its liability exposures, DISTRICT must notify SUPERINTENDENT in
10 writing and provide SUPERINTENDENT with a statement signed by an
11 authorized representative of DISTRICT stating that DISTRICT agrees to
12 hold harmless, defend, and indemnify the Orange County Superintendent
13 of Schools, the Orange County Board of Education, and their officers,
14 employees and agents as if the insurance requirements in the above
15 paragraphs are in full force and effect.

16 8.0 NON-DISCRIMINATION. DISTRICT agrees that it will not engage in
17 unlawful discrimination of persons because of race, color, religious
18 creed, national origin, ancestry, physical handicap, medical
19 condition, marital status, or age or sex of such persons.

20 9.0 APPLICABLE LAW. The services completed herein must meet the
21 approval of the SUPERINTENDENT'S general right of inspection to
22 secure the satisfactory completion thereof. DISTRICT agrees to
23 comply with all federal, state and local laws, rules, regulations and
24 ordinances that are now or may in the future become applicable to
25 DISTRICT, DISTRICT'S business, equipment and personnel engaged in

1 operations covered by this AGREEMENT or occurring out of the
2 performance of such operations.

3 10.0 ASSIGNMENT. DISTRICT shall not subcontract or assign the
4 performance of any of the services in this AGREEMENT without prior
5 written approval of the SUPERINTENDENT.

6 11.0 EDUCATION DEPARTMENT GENERAL ADMINISTRATIVE REGULATIONS (EDGAR)
7 REQUIREMENTS. DISTRICT will be required to comply with all applicable
8 State and federal laws and regulations regarding this AGREEMENT and
9 administration of programs funded with this AGREEMENT. Specifically,
10 the DISTRICT will be required to comply with relevant State laws and
11 regulations, EDGAR 34 CFR, Part 74 and the appropriate regulations
12 governing cost principles [Office of Management and Budget (OMB)
13 Circular A-133]. These regulations contain information regarding the
14 programmatic requirements and the requirements for financial
15 management maintenance of records, programmatic changes and budget
16 revisions, contracting, and general administrative responsibilities.
17 In addition, federal funds are also subject to the administrative
18 requirements at 29 CFR, Part 97 for projects administered by State,
19 local, or Indian tribal government and at 29 CFR, Part 95 for
20 projects administered by institutions of higher education, hospitals,
21 or non-profit organizations, Part 96 - Audit Requirements for Grants,
22 Contracts and other Agreements.

23 12.0 INSPECTION AND AUDIT. The SUPERINTENDENT, State of California
24 Department of Education and United States Department of Education and
25 their respective authorized agents, shall have access, for the
purpose of audit or examination, to any records of DISTRICT pertinent

1 to this AGREEMENT. DISTRICT shall maintain records of services
2 provided and financial records for a period of three (3) years from
3 the date of final payment under this AGREEMENT, and for such longer
4 period, if any, as is required by applicable statute, or by any other
5 cause of this AGREEMENT.

6 13.0 TOBACCO USE POLICY. In the interest of public health,
7 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
8 use of any tobacco products are prohibited in buildings and vehicles,
9 and on any property owned, leased or contracted for by the
10 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
11 abide with conditions of this policy could result in the termination
12 of this AGREEMENT.

13 14.0 TERMINATION. This AGREEMENT may be terminated by SUPERINTENDENT
14 or DISTRICT with or without cause, upon the giving of thirty (30)
15 days prior written notice to the other party.

16 15.0 NOTICES. All notices or demands to be given under this
17 Agreement by either party to the other shall be in writing and given
18 either by: i) Personal service, or ii) U.S. Mail, mailed either by
19 registered or certified mail, return receipt requested, with postage
20 prepaid. Service shall be considered given when received if
21 personally served or, if mailed, on the third (3rd) day after deposit
22 in any U.S. Post Office. The address to which notices or demands may
23 be given by either party may be changed by written notice given in
24 accordance with the notice provisions of this section. At the date
25 of this AGREEMENT the addresses of the parties are as follows:

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

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92626
Attn: Patricia McCaughey

16.0 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.

17.0 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.

18.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement between SUPERINTENDENT and DISTRICT regarding the services and any agreement made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an Amendment to this AGREEMENT which has been signed by both Parties. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

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1 IN WITNESS WHEREOF, the Parties hereto have caused this
2 AGREEMENT to be executed.

3 DISTRICT: CAPISTRANO UNIFIED
4 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

5 BY: _____
6 Authorized Signature

BY: Patricia McCaughey
Authorized Signature

7 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

8 TITLE: _____

TITLE: Coordinator

9 DATE: _____

DATE: January 7, 2011

10
11
12
13 CUSD-OC Youth Internet Safety Education Project-FedGrant(36445)11
ZIP4

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **E-RATE APPLICATION APPROVAL**

BACKGROUND INFORMATION

The Schools and Libraries Division (SLD) of the Universal Service Administrative Company provides affordable access to telecommunication services for all eligible schools and libraries in the United States via the federal E-rate discount program. Districts annually apply to receive these E-rate discounts in three areas:

- 1) Telecommunication services
- 2) Internet access
- 3) Internal connections

In January 2011, the District publicly announced Requests for Proposals (RFP) for both Internet and telecommunication services; proposals for internal connections were not requested in this year's E-rate application. Vendor bids have been evaluated based on SLD and District bid requirements. Internet services will be delivered from July 1, 2011, through June 30, 2014, and telecommunication services will be delivered from July 1, 2011, through June 30, 2012; both are to be utilized with or without E-rate funds.

With the Board's consent, the proposed E-rate application will be submitted to SLD for final evaluation and approval. Board authorization of the E-rate application is required before the District's application can be submitted to SLD for review. The E-Rate application must be submitted to SLD by March 24, 2011, to be considered for funding. SLD funding commitment letters will be awarded in the summer of 2011.

CURRENT CONSIDERATIONS

This agenda item requests the Board grant authorization to proceed with an E-rate application for telecommunications and Internet access funding. The attached RFP and non-binding contract (Exhibit A) outlines the services that will be provided for Internet services.

FINANCIAL IMPLICATIONS

The financial impact will be determined after SLD evaluates the application and awards funding. Without E-rate discounts, the fiscal impact would be approximately \$1.2 million. After discounts are applied, pending SLD approval, the fiscal impact on the general fund would be \$353,000.

Financial Impact: \$353,000 (after discounts)
Funding Source: General fund

STAFF RECOMMENDATION

It is recommended the Board authorize staff to proceed with an E-rate application for telecommunications and Internet access funding.

Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9200/FAX 248-9563



CONTRACT FOR SERVICES AND/OR PRODUCTS

FOR E-RATE YEAR 14

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.

The Capistrano Unified School District ("District" or "CUSD") and Cox Business ("Service Provider" or "Cox") together the ("Parties") sign this document for the purchase of eligible equipment and services as described on the attachment to this letter as part of the E-Rate Year 14 effort. Service Provider was selected based on Service Provider's response to the District's RFP or on the basis of a qualifying Form 470. The District intends to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Service Provider's attached specifications and price quotations ("Proposal").

The purchase and providing of the eligible equipment and services described in the Service Provider's Proposal are expressly subject to, and conditioned on, satisfaction of all of the following conditions:

1. USAC approval of the District's request for funding through a formal Funding Commitment Decision Letter;
2. The District's formal acceptance of the USAC approved funding;
3. The District's final approval of next year's fiscal budget;
4. The District's formal approval and award of a detailed contract to Service Provider for the eligible equipment and services covered by the USAC approved funding.

Cox reserves the right to limit or discontinue services if all or part of funding is restricted. CUSD expressly acknowledges it is responsible for full payment for Services, including the credited amount on bills issued in advance of funding, in the event funding is denied in whole or in part by the Universal Service Administrative Company or the FCC. CUSD will be responsible for such full payment of all bills issued during E-Rate Year 14 and any subsequent funding years covered by this Contract. If CUSD is denied E-rate funding for any reason, Cox may elect to decrease the level of Services provided to CUSD. If full E-rate funding is not received within six months of the application date, then Cox may terminate the Agreement without further liability to either party.

Service Provider and CUSD each agree to act in accordance with their respective obligations under the laws and regulations of the federal Universal Service Fund Schools and Libraries program as administered by the Universal Service Administrative Company and the Federal Communications Commission in the procurement, delivery, installation, invoicing and all other transactions associated with the project. This contract will confirm CUSD's agreement to purchase Transparent LAN connection goods and services from Cox in an amount not to exceed \$ 60,000.00 per month.

EXHIBIT A
(1 of 5)

The term of this contract shall commence on July 1, 2011 and shall terminate on June 30, 2014.

Service Provider:

Cox Business

Applicant Name:

Capistrano Unified School
District

Signature: 

Printed Name: Tim Hinson

Title: Vice President

Date: 2-23-11

Signature: _____

Print Name: _____

Title: _____

Date: _____



* L. Kurlander revisions
2-23-2011

Service Agreement

Requested Service Date: 7/1/2011
ICOMS Account #: 457852-01

Sales Rep/Number: Joanne Plumeri / # 75038
Phone/Fax: (949) 546-2816 / 546-3816

Customer Information

Company Name: Capistrano Unified School District
Street Address: 33122 Valle Rd.
City, State Zip: San Juan Capistrano, CA 92675
Billing Address (if different from service address)
Company Name:
Street Address:
City, State Zip:

Authorized Customer Representative

Name/Ordered By: Dr. Susan Holliday
Title/Position: Director of Educational Technology
Phone Number: 949-234-9463
FAX Number: 949-487-5431
E-mail (Req'd):
Additional Contact: Gabe Salinas 949-234-2652

Bill UNmerge: ☐ Yes Bill With: ☒ Yes ☐ NO

☒ New Service ☐ Move ☐ Addition ☒ Upgrade ☒ Change/Renewal ☒ Promo Name/Code:

Voice	Data	Video	Other	Quantity	Term	Monthly Price Per Unit	Total Service Charges	
							Monthly Recurring/ Access Charge	Non Recurring/One-time Activation
X				100Mbps Transparent LAN connection for Internet Access*	1	3 Years	\$1,300.00	\$1,300.00
X				10Mbps/2Mbps	2	3 Years	\$250.00	\$500.00
X				150Mbps Transparent LAN connection	37	3 Years	\$980.00	\$36,260.00
X				200Mbps Transparent LAN connection	10	3 Years	\$1,100.00	\$11,000.00
X				Gig E Aggregation port (with \$150 VLAN tagging)	2	3 Years	\$1,650.00	\$3,300.00
X				T1 (Career Center Mission Viejo Mall)	1	3 Years	\$299.00	\$299.00
X				Gig E Circuit at Transportation North and to old D. O.**	2	3 Years	\$2,500.00	\$5,000.00
Totals:							\$57,659.00	

Prices are subject to all applicable taxes/fees as regulated by the California Public Utilities Commission, the FCC and local franchise boards.

Equipment Description	Quantity	Rental Fee Per Unit	Total Service Charges	
			One-time Equipment Fee	Installation Fees
Totals:				

Special Terms/Conditions:

*This circuit to connect to OCDE for Internet Access. Estimated taxes are 3% for e-rate purposes. Upgrades available: 300Mbps \$1300, 500Mbps \$1500
**Existing Gig co-terminus w/ this contract term. Based on form 470# 109970000885914 Year 14 3 Yr. term 2011-2014, w/ 2 one yr. voluntary extensions.

The undersigned represents that he/she is the Customer or is the Authorized Customer Representative identified above and is authorized to sign this Agreement on behalf of Customer for the services in this Agreement and that the customer information is true and correct. This Agreement binds Customer to the Rates, Terms and Conditions of Service applicable to each of the services selected above, including any termination penalties that may apply. Customer understands that telephone services selected above are provided by Cox California Telcom, LLC, and that such services are generally subject to rates, terms and conditions contained in Cox Local Exchange Tariff GA-PUC No. 1 on file with, as well as the regulations of, the California Public Utilities Commission and/or the Federal Communications Commission, and that such regulations may change from time to time. If Customer subscribes to or uses State-to-State and/or International telecommunications services, such services shall be provided pursuant to the Cox Customer Service Agreement which may be found at our web site at www.cox.com/telephone/customerservicesagreement.asp. All Services are subject to the Terms and Conditions on Pages 2 & 3 attached hereto. Internet, Data, Web Hosting, CoxMail(sm) E-Mail Services, if selected by Customer, are subject to Acceptable Use Policies located at www.coxbusiness.com/acceptableusepolicy.pdf and Customer acknowledges receipt of these by signing below. The undersigned authorizes Cox to check credit and this Agreement is subject to credit approval. Prices listed do not include applicable taxes, fees, assessments or surcharges. Termination charges equal to the sum of the activation charge for the service furnished by the Company at service initiation plus 100% of any monthly charges for the unlimited term commitment will be applied if service is terminated prior to the term commitment indicated above. Where there is a conflict between the tariff and the rate, terms, and conditions in this CSA, the tariff controls.

Authorized Customer Representative on behalf of

Capistrano Unified School District

Signature: _____

Printed Name: _____

Title/Position: _____

Date: _____

Ronald N. Lebs

Deputy Superintendent

CoxCom, Inc.; Cox California Telcom, LLC

29947 Avenida De Las Banderas, Rancho Santa Margarita, CA 92688

Signature: _____

Printed Name: _____

Title/Position: _____

Date: _____

Jim Hinson

V.P. Cox Business

2-23-11

A. Terms and Conditions for Regulated Services

1. **Tariffs** The terms and conditions of regulated service provided to Customer under this Agreement are contained in tariffs on file with state and/or federal regulatory authorities. These tariffs shall govern the provision of regulated service, and Cox may amend such tariffs and regulated service shall be subject to such tariffs, as amended. Customer must disclose to Cox if Customer intends to use the Services in connection with payphone service.

2. **Telephone Numbers** The Customer has no property right in the telephone number associated with the telephone service provided by Cox; provided, however, if Customer ports a telephone number from another carrier to Cox, Cox will use such number with Customer's telephone Service. Any telephone number designated by Cox in advance of the activation of Cox telephone service is subject to change by Cox. Additional terms and conditions regarding telephone numbers are contained in Cox tariff(s) on file with regulatory authorities.

3. **State-to-State and International Services** If Customer subscribes to or uses state-to-state and/or International telecommunications Services from Cox, such Services shall be provided pursuant to the terms and conditions contained in Cox Customer Service Agreement which may be found at our web site: www.cox.com/telephone/customerservicesagreement.asp.

4. **PBX Usage** If Customer uses a Private Branch Exchange (PBX) in connection with the Services, Customer is responsible for programming the PBX to ensure that agencies receiving E911 emergency calls through the PBX will receive appropriate information about the location of the caller.

5. **Small Business Customers** This Section only applies to "Small Business Customers" as defined in State of California General Order 168. Customer may cancel telephone Service under this Agreement without termination liability within thirty (30) days after the new Service is initiated. This Section does not relieve the Customer from payment for per use and normal recurring charges applicable to the Service incurred before canceling, or for the reasonable cost of work done on the Customer's premises (such as wiring or equipment installation) before the Customer canceled. After this thirty (30) day right of cancellation, Customer may terminate telephone Service either by written or verbal notice to Cox. The Customer will be responsible for payment of all charges due for Service provided up to the date of Service termination, in addition to any applicable termination liabilities under the tariff.

ICB Arrangements If this Agreement is an Individual Case Basis arrangement, this Agreement may not be effective until approved by regulatory authority. If this Agreement and/or the related filing documents are not approved by the applicable regulatory authority, Cox may terminate this Agreement.

B. Terms and Conditions of Data, Internet, Web Hosting, Web Conferencing, Video and unregulated Services

1. **Payment** Customer shall pay for all monthly service charges, plus one-time set-up, installation and/or construction charges. Cox may change Video and music Service prices periodically during the Term of this Agreement. Unless stated otherwise herein, monthly charges for Services shall begin upon installation of Service, and installation charges, if any, shall be due upon completion of installation. Any amount not received by the due date shown on the applicable bill will be subject to interest or a late charge at the maximum rate allowed by law. If applicable to the Service, Customer shall pay sales, use, gross receipts, excise, access, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes or charges imposed on the use of the Services. Taxes will be separately stated on the Customer's invoice. No interest shall be paid on deposits.

2. **Service and Installation** Cox shall provide Customer with the Services and Equipment identified on the first page of this Agreement; provided, however, if Cox determines that Customer's location is not serviceable under Cox's normal installation guidelines, Cox may terminate this Agreement. Customer is responsible for damage to any Cox equipment. Customer may use the Services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Cox network, equipment or facilities and/or (b) complies with the applicable Acceptable Use Policies ("AUP") which are incorporated herein by reference. Customer shall use the equipment only for the purpose of receiving the Services. Customer shall not make any connections to the equipment which are not expressly authorized in writing by Cox or permit tampering, altering or repair of the equipment by any person other than Cox's authorized personnel. Unless provided otherwise herein, Cox shall use reasonable efforts to maintain the Services in accordance with applicable performance standards, however, Cox shall have no responsibility for the maintenance or repair of facilities and equipment it does not furnish.

For Cox Internet Services, bandwidth speed options may vary. Customer may not always receive or obtain optimal bandwidth speeds and Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the Cox AUP and the AUP is available online at www.coxbusiness.com/acceptableusepolicy.pdf. The AUPs may be amended from time to time during the Term of this Agreement. Customer's continued use of the Services following an amendment shall constitute acceptance. Cox is not responsible for the networks or facilities of third parties which may be necessary to provide Service. For video and music Services, Cox reserves the right to change channel line-up at any time.

3. **Service Date and Term** This Agreement shall be effective upon execution by the parties. Services shall be provided for the applicable term set forth on the first page of this Agreement. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control.

4. **Customer Responsibilities** Customer is responsible for arranging all necessary rights of access for Cox within the Customer's premises, including space for cables, conduits, and equipment as necessary for Cox-authorized personnel to install, repair, inspect, maintain, replace or remove any and all facilities and equipment provided by Cox. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Cox's equipment. Customer shall use the Services in compliance with all applicable laws and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. If Customer engages in a public performance of any copyrighted material contained in any of the Services provided under this Agreement, the Customer, and not Cox, shall be responsible for obtaining any public performing licenses. Customer is responsible for ensuring that Customer's equipment is compatible for the Services selected and with the Cox network.

5. **Equipment** Unless otherwise provided herein, Customer agrees that Cox shall retain all rights, title and interest to facilities and equipment installed by Cox thereunder and that Customer shall not create or permit to be created any liens or encumbrances on such equipment. Internal Wiring shall not be considered equipment and shall become the property of Customer upon initiation of Service. Cox shall install equipment necessary to furnish the video Services to Customer. Customer shall not modify or relocate equipment installed by Cox or install any other equipment, including servers in connection with data/Internet without the prior written consent of Cox.

For Cox-owned equipment, Customer shall, at the expiration or termination of this Agreement, return the equipment in good condition, ordinary wear and tear resulting from proper use excepted. In the event the equipment is not returned to Cox in good condition, Customer shall be responsible for the value of such equipment. Cox shall repair any equipment owned by Cox at no charge to Customer provided that damage is not due to misuse, abuse or other disaster including acts of God. If additional equipment, including but not limited to, monitors, computers, circuits, software or other devices, are required by Customer to use the Services, Customer shall be responsible for such equipment.

6. **Resale of Service** Except for Web Hosting, Customer may not resell any portion of the Service to any other party. Customer shall be responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any.

7. **Default** If Customer fails to comply with any material provision of this Agreement, including, but not limited to failure to make payment as specified, then Cox, at its sole option, may elect to pursue one or more of the following courses of action upon proper notice to Customer as required by tariff or applicable law: (i) terminate service whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies, including reasonable attorneys' fees, as may be provided at law or in equity, including the applicable termination liabilities.

T:\Legal\New Svcs\vpadilla\Orange County\Commercial Services T&Cs Gen Order 9-23-2004 (61205).doc

8. **IP Address and Domain Name Registration** Cox will allocate IP addresses to Customer according to InterNIC guidelines. All IP addresses assigned by Cox must be relinquished by Customer upon the expiration, termination or cancellation of this Agreement. IP address shall be subject to the IP policy in the AUP. If Customer requests, Cox will register an available domain name on behalf of Customer, and such registration shall be subject to rules promulgated by the domain name registrar, which may be amended from time to time and are presently posted at for Register.com <http://globalpartnernetwork.websitgalaxy.com/servicesagreement.html> or Verisign at http://www.netsol.com/en_US/legal/static-service-agreement.jhtml. Customer is responsible for payment and maintenance of domain name registration.

9. **Termination** ~~Customer may terminate this Agreement, including web hosting and/or web conferencing services before the end of the term indicated by Customer on the first page of the Agreement provided, however, if Customer terminates Service before the term selected by Customer (except for breach by Cox), Customer terminates Services for Customer's breach of this Agreement and the AUP's, Customer may be subject to termination liability. The termination liability shall equal 100% of the monthly recurring charges for the terminated Services multiplied by the number of months remaining in the initial term commitment and is due upon termination. After the initial term, this Agreement shall automatically renew on a month-to-month basis and shall be subject to terms of this Agreement. Termination by Customer must be in writing and provide Cox with thirty (30) days prior notice.~~

10. **LIMITATION OF LIABILITY.** COX SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS ARISING FROM THIS AGREEMENT.

11. **Assignment** Customer may not assign, in whole or in part, this Agreement without the prior written consent of Cox, which consent may be withheld in Cox's discretion. Cox may assign this Agreement and Service may be provided by one or more legally authorized Cox affiliates.

12. **WARRANTIES** EXCEPT AS PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

13. ~~Indemnity~~ Customer shall indemnify and hold Cox and its respective affiliates, subcontractors, employees or agents harmless ~~including~~ payment of reasonable attorneys fees) from and against any claim, actions or demands relating to or arising out of Customer's use of the Services including without limitation (i) any content or software displayed, distributed or otherwise disseminated by the Customer, its employees, or users of the Services; (ii) any claim that Customer's use of the Service including the registration and maintenance of Customer's selected domain name(s), infringes on the patent, copyright, trademark or other intellectual property right of any third party; (iii) any malicious act or act in violation of any laws committed by Customer, its employees or users using the Services; and/or (iv) violation by Customer, its employees or authorized users of the Cox AUP's.

14. **Viruses, Content, Customer Information** Software or content obtained from the use of Service may contain viruses or other harmful features and Customer is solely responsible for protecting its equipment and software from such matters. Through the use of the Service, Customer may obtain or discover content that is offensive or illegal and Customer assumes the risk and is solely responsible for its access to such content. Cox may delete any Internet traffic or e-mail that contains a virus.

15. **Miscellaneous** This Agreement, the tariffs, the documents referenced herein, and the AUPs constitute the entire agreement between Cox and Customer for the Services and equipment provided herein. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement may be modified, waived or amended only by a written instrument signed by the parties; provided Cox may modify the AUP and if Customer continues to use the Service, Customer shall be bound by such AUP as modified. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of California. The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future.

Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by any express mail service; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed to the parties at the addresses on the first page of this Agreement, or as specified by subsequent written notice delivered by the party whose address has changed.

16. **Regulatory Authority-Force Majeure** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters including fire, flood, or winds, civil or military action, including riots, civil insurrections or acts of terrorists or the taking of property by condemnation.

17. **Web Hosting Servers.** Cox reserves the right to select the server for Customer's web site for best performance. The Customer understands that the Services provided by Cox may be provided on a shared server. This means that one web site cannot be permitted to overwhelm the server with heavy CPU usage, for example from the use of highly active CGI scripts or chat scripts. If the Customer's web site overwhelms the server and causes complaints from other users, the Customer has outgrown the realm of shared services and will be required by Cox to relocate its web site. If the Customer refuses to comply with this Section, then Cox has the right to terminate the Services. Cox will use reasonable efforts to maintain a full time Internet presence for the Customer. The Customer hereby acknowledges that the network may, at various time intervals, be down due, but not restricted to, utility interruption, maintenance equipment failure, natural disaster, acts of God, or human error and Cox shall not be liable to customer for such outages or server downtime.

18. **Digital Millennium Copyright Act.** Cox is registered under the Digital Millennium Copyright Act of 1998. Pursuant to 17 U.S.C. Section 512(c)3, if you believe that a Web page hosted by Cox is violating your rights under U.S. copyright law, you may file a complaint with Cox's designated agent. Please contact DMCA@Cox.com for information necessary to file your complaint with Cox.

19. **E-Rate Customers.** Customer shall apply annually to the Schools and Libraries Division, "SLD" for federal E-Rate funding, and California Telecommunications Fund (CTF) for state funding and Customer shall designate Cox as its provider of Services. Customer shall also provide Cox with all documentation that is in response to all queries, inquiries and requests as part of the SLD's Program Integrity Assurance (PIA) process within three (3) business days of receipt and/or delivery thereof. Customer also acknowledges that increases and decreases in funding for Services may occur from the SLD and the CTF. If Customer is denied SLD and/or CTF funding for any reason, Cox may then elect to decrease the level of Services provided to Customer. If full E-Rate and/or CTF funding is not received within 6 months of application date, or by the opening of the application window for the following funding year, then Cox may terminate the Agreement without further liability to Cox or the Customer. Additionally, if full E-Rate and/or CTF funding is not received and Cox elects to terminate the Services during the contract term, then Customer may be subject to termination liabilities.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **AWARD OF BID NO. 1011-10, ROOFING REPAIRS AND
MAINTENANCE DISTRICTWIDE – ARCHITECTURAL ROOFING
SYSTEMS DBA PACIFIC ROOFING SYSTEMS**

BACKGROUND INFORMATION

At the January 11, 2011, Board meeting, the Board of Trustees authorized advertising Bid No. 1011-10, Roofing Repairs and Maintenance Districtwide. This bid was properly advertised and 19 contractors were notified; five contractors submitted a bid.

In order to determine the low bid, three scenarios representing typical roofing repairs in the District were utilized. Each bidder's unit prices were inserted into the scenarios and the total price calculated (Exhibit A). Award of bid is based upon the lowest grand total dollar amount.

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

1. Bid Bond
2. Bid Form
3. Contractor's License
4. Non-Collusion Affidavit
5. Information Required of Bidder
6. Required Certifications

Prior to the District executing the contract, the contractor will be required to file the following documents with the District.

1. Payment Bond
2. Performance Bond
3. Required Certifications of Insurance
4. Required Certifications

Award Bid No. 1011-10, Roofing Repairs and Maintenance Districtwide – Architectural Roofing Systems dba Pacific Roofing Systems
March 8, 2011
Page 2

The term of this contract will commence on March 9, 2011, through March 8, 2012, with two one-year renewal periods at the option of the Board of Trustees as allowed by Education Code §17596. This contract will be utilized for roofing repairs and maintenance projects districtwide.

CURRENT CONSIDERATIONS

This agenda item seeks the award of Bid No. 1011-10, Roofing Repairs and Maintenance Districtwide to Architectural Roofing Systems dba Pacific Roofing Systems at the prices shown on the Bid Price Sheet (Exhibit B).

The contract documents are on file and available in the Purchasing Department. For further information, please contact Terry Fluent, Director of Purchasing, at (949) 234-9436.

FINANCIAL IMPLICATIONS

Cost associated with award of this contract will be dependent on the services required and will be paid from the deferred maintenance and routine restricted maintenance accounts.

STAFF RECOMMENDATION

It is recommended the Board of Trustees award Bid No. 1011-10, Roofing Repairs and Maintenance Districtwide to Architectural Roofing Systems dba Pacific Roofing Systems.

Capistrano Unified School District
Roofing Repairs and Maintenance Districtwide
Bid No. 1011-10
Bid Summary

Job Scenario #1 - PVC Roof Repair

Bid Item #	Description	Quantity	Architectural Roofing dba		Cabral Roofing		DRI Commercial		Lether Roofing		Patriot Contracting	
			Bid Price	Extended Price	Bid Price	Extended Price	Bid Price	Extended Price	Bid Price	Extended Price	Bid Price	Extended Price
22	Standard PVC roofing membrane, heat welded over approved separation sheet	360 sq. ft.	\$ 2.20	\$ 792.00	\$ 3.50	\$ 1,260.00	\$ 4.00	\$ 1,440.00	\$ 5.24	\$ 1,886.40	\$ 12.00	\$ 4,320.00
25	R&R plywood sub-deck	128 sq. ft.	\$ 2.05	\$ 262.40	\$ 3.50	\$ 448.00	\$ 3.25	\$ 416.00	\$ 3.89	\$ 497.92	\$ 7.50	\$ 960.00
29	R&R edge metal	200 lin. ft.	\$ 2.75	\$ 550.00	\$ 6.00	\$ 1,200.00	\$ 4.00	\$ 800.00	\$ 9.47	\$ 1,894.00	\$ 20.00	\$ 4,000.00
	TOTAL PRICE			\$ 1,604.40		\$ 2,908.00		\$ 2,656.00		\$ 4,278.32		\$ 9,280.00

Job Scenario #2 - Roof Leak Repair - Metal

Bid Item #	Description	Quantity	Architectural Roofing dba		Cabral Roofing		DRI Commercial		Lether Roofing		Patriot Contracting	
			Bid Price	Extended Price	Bid Price	Extended Price	Bid Price	Extended Price	Bid Price	Extended Price	Bid Price	Extended Price
1	Journeyman Roofer Straight time labor rate	4 hours	\$ 85.00	\$ 340.00	\$ 85.00	\$ 340.00	\$ 110.70	\$ 442.80	\$ 69.75	\$ 279.00	\$ 76.97	\$ 307.88
2	Apprentice Roofer Straight time labor rate	4 hours	\$ 72.00	\$ 288.00	\$ 75.00	\$ 300.00	\$ 95.40	\$ 381.60	\$ 67.75	\$ 271.00	\$ 68.36	\$ 273.44
3	Standard 3-course work no preparation	40 sq. ft.	\$ 4.00	\$ 160.00	\$ 4.00	\$ 160.00	\$ 6.20	\$ 248.00	\$ 6.51	\$ 260.40	\$ 7.50	\$ 300.00
	TOTAL PRICE			\$ 788.00		\$ 800.00		\$ 1,072.40		\$ 810.40		\$ 881.32

Capistrano Unified School District
Roofing Repairs and Maintenance Districtwide
Bid No. 1011-10
Bid Summary

Job Scenario #3 - Clay Tile Roof Repair

Bid Item #	Description	Quantity	Architectural Roofing dba Pacific Roofing		Cabral Roofing		DRI Commercial		Letner Roofing		Patriot Contracting	
			Bid Price	Extended Price	Bid Price	Extended Price	Bid Price	Extended Price	Bid Price	Extended Price	Bid Price	Extended Price
27	US two-piece tile with copper tie-down system and 1 square modified underlayment	100 sq.ft.	\$ 5.40	\$ 540.00	\$ 9.50	\$ 950.00	\$ 10.00	\$ 1,000.00	\$ 11.85	\$ 1,185.00	\$ 12.00	\$ 1,200.00
29	R&R edge metal	100 lin.ft.	\$ 2.75	\$ 275.00	\$ 6.00	\$ 600.00	\$ 4.00	\$ 400.00	\$ 9.47	\$ 947.00	\$ 20.00	\$ 2,000.00
30	R&R plywood sub-deck	50 sq.ft.	\$ 2.05	\$ 102.50	\$ 3.50	\$ 175.00	\$ 3.25	\$ 162.50	\$ 3.89	\$ 194.50	\$ 7.50	\$ 375.00
	TOTAL PRICE			\$ 917.50		\$ 1,725.00		\$ 1,562.50		\$ 2,326.50		\$ 3,575.00

Architectural Roofing dba Pacific Roofing		Cabral Roofing	DRI Commercial	Letner Roofing	Patriot Contracting
GRAND TOTAL BASED ON 3 JOB SCENARIOS		\$ 5,433.00	\$ 5,290.90	\$ 7,415.22	\$ 13,736.32

BID NO. 1011-10
ROOFING REPAIRS AND MAINTENANCE DISTRICTWIDE

Capistrano Unified School District

**Bid No. 1011-10
Roofing Repairs and Maintenance
Districtwide**

Bid Price Sheet

The bid will be awarded to the contractor who has the lowest overall pricing based on three job scenarios that will be passed out at the bid opening.

All pricing herein to include all standard tools, supplies, equipment and mileage normally required to complete the job.

Note: Bid prices for labor may no be lower than the applicable Prevailing Wage for the specified work. See Specification, Section I. General - Prevailing Wage and General Conditions, Article 48 – Wage Rates, Travel and Subsistence.

HOURLY LABOR RATES (Portal to Portal)	Straight Time Per Hour	Overtime Per Hour	Weekend/Holiday Hourly
1. Journeyman Roofer	\$ 85.00	\$ 103.00	\$ 124.00
2. Apprentice Roofer	\$ 72.00	\$ 95.00	\$ 102.00

NOTE: ALL APPRENTICES MUST BE 70% OR GREATER

ROOFING WORK		Bid Price BUR	Bid Price Metal	Bid Price Tar & Gravel
3. Standard 3-course work - no preparation	Per Sq Ft	\$ 1.85	\$ 4.00	\$ 2.00
4. Standard 5-course work - no preparation	Per Sq Ft	\$ 2.45	\$ 6.00	\$ 2.55
5. Cut and/or clean and 3-course - demolition/removal	Per Sq Ft	\$ 0.76	\$ 1.02	\$ 0.98
6. Cut and/or clean and 5-course - demolition/removal	Per Sq Ft	\$ 1.04	\$ 1.75	\$ 1.36
7. Install new wood sleepers - labor only	Per Sq Ft	\$ 2.50	\$ 2.50	\$ 2.50
8. Spud gravel to felts	Per Sq Ft	\$ 1.25	\$ 2.00	\$ 1.25
9. Spud slag to felts	Per Sq Ft	\$ 1.25	\$ 2.00	\$ 1.25
10. Install 18" wide cap sheet, 3-course edges	Per Sq Ft	\$ 1.05	\$ 2.50	\$ 1.05
11. Install 36" wide cap sheet, 3-course edges	Per Sq Ft	\$ 1.85	\$ 3.25	\$ 1.85
12. Install cap sheet	Per Sq Ft	\$ 0.90	\$ 1.50	\$ 0.90
13. Install 2 layer #40 or one layer #80 - set in asphalt	Per Sq Ft	\$ 1.25	\$ 2.00	\$ 1.25
14. R&R conduit blocks - repair roof	Per Sq Ft	\$ 1.10	\$ 1.10	\$ 1.10

Bid Form 2

BID NO. 1011-10
ROOFING REPAIRS AND MAINTENANCE DISTRICTWIDE

		Bid Price BUR	Bid Price Metal	Bid Price Tar & Gravel
ROOFING WORK				
15. Monoform patch-and-spray work, clean roof, prime with asphalt prime, install monoform at 9 gallons per square, with chopped fiberglass roving at #3 per square, and a coat of nonfibrated aluminum reflected coating at 200 squares minimum size	Per Sq Ft	\$2.85	\$2.85	\$2.85
16. R&R conduit blocks – repair roof at 201-1,000 squares	Per Sq Ft	\$1.10	\$1.10	\$1.10
17. R&R conduit blocks – repair roof at 1,001-2,000 squares	Per Sq Ft	\$1.10	\$1.10	\$1.10
18. R&R conduit blocks – repair roof at 2,001 + squares	Per Sq Ft	\$1.10	\$1.10	\$1.10
19. R&R flashing	Per Sq Ft	\$2.75	\$3.50	\$2.75
20. R&R edge metal	Per Lin Ft	\$2.75	\$3.50	\$2.75
21. R&R plywood sub-deck	Per Sq Ft	\$2.05	\$2.05	\$2.05

		Bid Price
PVC ROOF SYSTEM		
22. Standard PVC roofing membrane, heat welded over approved separation sheet	Per Sq Ft	\$2.20
23. R&R flashing	Per Sq Ft	\$6.25
24. R&R edge metal	Per Lin Ft	\$6.25
25. R&R plywood sub-deck	Per Sq Ft	\$2.05
26. R&R dens-deck	Per Sq Ft	\$0.95

		Bid Price
CLAY TILE ROOF SYSTEM		
27. US two-piece tile with copper tie-down system and 1 square modified underlayment	Per Sq Ft	\$5.40
28. R&R flashing	Per Sq Ft	\$2.75
29. R&R edge metal	Per Lin Ft	\$2.75
30. R&R plywood sub-deck	Per Sq Ft	\$2.05

Bid Form 3

EXHIBIT B
(2 of 3)

BID NO. 1011-10
ROOFING REPAIRS AND MAINTENANCE DISTRICTWIDE

INSULATION REPAIRS		Bid Price
31. R19, #2 density foam insulation 3/4" thick, installed with 1 mechanical fastener per 3 SF	Per Sq Ft	\$1.62

Annual roof inspection and maintenance to roof systems. Inspection and maintenance to include all cleaning of debris on roof area, drains, and downspouts. Inspection and maintenance of all general flashings, including, but not limited to pipe flashings, wall flashings, base flashings, drains, equipment platforms, and counter flashings. Price by square feet

	PVC	BUR	TILE	METAL
First Year	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65
Second year	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65
Third Year	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65
Fourth Year	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65
Fifth Year	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65

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

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

3. The required bid security is attached.

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

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

Bid Form 4

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **AUTHORIZATION TO ADVERTISE BID NO. 1011-14 – GROCERY PRODUCTS**

BACKGROUND INFORMATION

The District's annual expenditures for grocery products exceed the current bid limit of \$78,900. In accordance with the requirements of the Public Contract Code §20111, the purchase of grocery products is required to be competitively bid. The District is seeking qualified companies to provide grocery products for all school sites and the central kitchen.

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. 1011-14 – Grocery Products.

Due to the size, documents will be posted online in the CUSD Board Agendas and Supporting Documentation page. The bid documents are also on file in the Purchasing Department. For further information, please contact Terry Fluent, Director, Purchasing, at (949) 234-9436.

FINANCIAL IMPLICATIONS

It is estimated the annual expenditure for grocery products purchased using this bid would be approximately \$129,000 for the 2011-2012 school year. Food and Nutrition Services remains self-funded. There is no financial impact to the District's general fund.

STAFF RECOMMENDATION

It is recommended the Board of Trustees authorize advertising Bid No. 1011-14 – Grocery Products.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **AUTHORIZATION TO ADVERTISE BID NO. 1011-13 – SNACK AND BEVERAGE PRODUCTS**

BACKGROUND INFORMATION

The District's annual expenditures for grocery products exceed the current bid limit of \$78,900. In accordance with the requirements of the Public Contract Code §20111, the purchase of snack and beverage products is required to be competitively bid. The District is seeking a qualified company to provide snack and beverage products for all school sites and the central kitchen.

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. 1011-13 – Snack and Beverage Products.

Due to the size, documents will be posted online in the CUSD Board Agendas and Supporting Documentation page. The bid documents are also on file in the Purchasing Department. For further information, please contact Terry Fluent, Director, Purchasing, at (949) 234-9436.

FINANCIAL IMPLICATIONS

It is estimated the annual expenditure for snack and beverage products purchased using this bid would be approximately \$500,000 for the 2011-2012 school year. Food and Nutrition Services remains self-funded. There is no financial impact to the District's general fund.

STAFF RECOMMENDATION

It is recommended the Board of Trustees authorize advertising Bid No. 1011-13 – Snack and Beverage Products.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **AWARD OF BID NO. 1011-08, MILK AND DAIRY PRODUCTS –
HOLLANDIA DAIRY, INC.**

BACKGROUND INFORMATION

At the December 7, 2010, Board meeting, the Board authorized advertising Bid No. 1011-08, Milk and Dairy Products. This bid was properly advertised and bid documents were distributed to eight vendors; two vendors submitted a bid.

This bid will be awarded on an “all or nothing” basis to the single low bidder meeting all the terms and specifications. A recap of the bids received shows Hollandia Dairy as the lowest overall bidder, as they submitted the lowest bid total based on the estimated yearly usage for all products as shown in Exhibit A.

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

1. Bid Form and Agreement
2. Non-Collusion Affidavit
3. Information Required of Bidder
4. Required Certifications
5. Compliance with Special Terms and Conditions
6. Disclosure of Lobbying Activities
7. Conflict of Interest
8. W-9
9. Product Recall Program
10. Disaster Contingency Plan
11. Food Security & Safety Program
12. Sanitation-HACCP
13. Bovine Growth Hormone (BGH)

Prior to the District executing the contract, the vendor will be required to file the necessary Certifications of Insurance.

The term of this contract will commence on March 10, 2011, through March 9, 2012, with two one-year renewal periods at the option of the Board of Trustees as allowed by Education Code §17596. This contract will be utilized for milk and dairy products for the Food and Nutrition Services Department throughout the District.

CURRENT CONSIDERATIONS

This agenda item seeks the award of Bid No. 1011-08, Milk and Dairy Products to Hollandia Dairy, Inc. (Exhibit A).

The contract documents are on file and available in the Purchasing Department. For further information, please contact Terry Fluent, Director of Purchasing, at (949) 234-9436.

FINANCIAL IMPLICATIONS

It is estimated the annual expenditure for milk and dairy products purchased utilizing this bid would be approximately \$220,667. Food and Nutrition Services remains self-funded with no direct impact on the District's general fund.

STAFF RECOMMENDATION

It is recommended the Board of Trustees award Bid No. 1011-08, Milk and Dairy Products to Hollandia Dairy Inc.

BID NO. 1011-08 MILK AND DAIRY PRODUCTS

Product Code	Product Description	Brand name	Alternate Brand Name	Est. Yearly Usage	Case Pack & Size	Bid Unit	Unit Bid Price	Hollandia Dairy Inc. (Extended Price)	Driftwood Dairy (Extended Price)	Conversions
1.	Butter Chips	Any		6	1/90 count 5 lbs/cs	Case				
4585			Dairy Gold				\$11.215	\$67.290		na
55110			Dairy Gold				\$11.000		\$66.000	na

2.	Butter Print	Any		2	1/1 lb cs	Each 1 lb				
4602			Dairy Gold				\$3.000	\$6.000		na
55050			Dairy Gold				\$1.939		\$3.878	na

3.	Cheese American Sliced	Any		20	6/5 lbs/cs	Each 30 lbs				
6133			Pacific Cheeses- 20 lb case	30			\$33.60 per case	\$1,008.000		Conversion: Hollandia- convert to lbs. 20 cs x 30 lbs = 600 lbs. divided by 20 lb case = usage of 30 cases @ 20 lbs ea
60170			Chatouaux				\$58.425 per case	\$58.425	\$1,168.500	na

4.	Cheese, Cheddar Shredded	Any		10	1/30 lb/cs	Each 30 lbs				
5261			Grenburg	15			\$40.000	\$600.000		Conversion: Hollandia- convert to lbs. 10 cs x 30 lbs = 300 lbs. divided by 20 lb cs = usage of 15 cs @ 20 lbs ea
62210			Lake View				\$62.640		\$626.400	na

BID NO. 1011-08 MILK AND DAIRY PRODUCTS

Product Code	Product Description	Brand name	Alternate Brand Name	Est. Yearly Usage	Case Pack & Size	Bid Unit	Unit Bid Price	Hollandia Dairy Inc. (Extended Price)	Driftwood Dairy (Extended Price)	Conversions
5.	Cheese, Feta	Any		18	8/4#tub/cs	Tub				
5739			Aethenos		2/4# tub	Tub	\$9.480	\$170.640		na
68223			Treasure Cave				\$10.000		\$180.000	na

6.	Cheese, Mozzarella Shredded Lite	Any		10	1/30 lb/cs	Each 30 lb				
5680			Grenburg	15			\$40.000	\$600.000		Conversion: Hollandia- convert to lbs. 10 cs x 30 lbs = 300 lbs. divided by 20 lb cs = usage of 15 cs @20 lbs ea
66530			Lake View				\$54.470		\$544.700	na

7.	Cheese, String	Any		25	168/1 oz/cs					
5615			Suputo	43.75	96/1 oz/cs	Case	\$19.750	\$864.063		Conversion: Hollandia - 25 cs usage x 168 per cs =4,200 ea divided by 96/cs =usage of 43.75 cs
66500			Cheese Heads				\$34.474		\$861.840	na

8.	Cookies & Cream Bar	North Star SB 12 Compliant		22	2/doz/cs	Case				
9102							\$6.000	\$132.000		na
91053							\$5.700		\$125.400	na

BID NO. 1011-08 MILK AND DAIRY PRODUCTS

Product Code	Product Description	Brand name	Alternate Brand Name	Est. Yearly Usage	Case Pack & Size	Bid Unit	Unit Bid Price	Hollandia Dairy Inc. (Extended Price)	Driftwood Dairy (Extended Price)	Conversions
9.	Cottage Cheese, Lowfat	Any		5	1/5 lb/cs	Each 5 lb case				
2044			Hollandia Dairy				\$10.168	\$50.840		na
50292			Driftwood				\$5.992		\$29.960	na

10.	Cream Cheese Individual Cups	Any		663	100/3/4-oz/cs	Case				
5892			Smithfield				\$13.750	\$9,116.250		na
60500			Philly				\$13.990		\$9,275.370	na

11.	Creamer, Half & Half	Any		13	400/3/8-oz/cs	Case				
1640			Hollandia Dairy				\$11.200	\$145.600		na
21001			Driftwood				\$10.971		\$142.623	na

12.	Dream Bar	North Star SB 12 Compliant		22	2/doz/cs	Case				
9103							\$7.000	\$154.000		na
91055							\$6.260		\$137.720	na

13.	Dressing, 1000 Island	Any		27	1/gal/cs	Each Gal				
3524			Rod's				\$11.240	\$303.480		na
74101			Rod's				\$9.000		\$243.000	na

BID NO. 1011-08 MILK AND DAIRY PRODUCTS

Product Code	Product Description	Brand name	Alternate Brand Name	Est. Yearly Usage	Case Pack & Size	Bid Unit	Unit Bid Price	Hollandia Dairy Inc. (Extended Price)	Driftwood Dairy (Extended Price)	Conversions
14.	Eggs, Large in Carton	Any		27	1/doz/cs	Per doz				
7025			Hollandia Dairy				\$1.360	\$36.720		na
59110			Driftwood				\$1.600		\$43.200	na

15.	Fudge Bar	North Star SB 12 Compliant		244	1/2/doz/cs	Case				
9320							\$6.000	\$1,464.000		na
91056							\$6.260		\$1,527.440	na

16.	Juice, Orange 100 %	Any		68	1 1/2 gal	Gal				
3713			Hollandia Dairy				\$3.250	\$221.000		na
25300			Driftwood				\$2.107		\$143.249	na

17.	Juice, Orange 100 %	Any		32760	105/4 oz carton	Each				
3770			Hollandia Dairy				\$0.135	\$4,422.600		na
25000			Driftwood				\$0.125		\$4,095.000	na

18. 4013	Margarine	Any	Ventura Foods	1	1/9 lb/tub	9 lb tub				
4013			Ventura Foods				\$14.500	\$14.500		na
57130			Golden Sweet				\$11.000		\$11.000	na

BID NO. 1011-08 MILK AND DAIRY PRODUCTS

Product Code	Product Description	Brand name	Alternate Brand Name	Est. Yearly Usage	Case Pack & Size	Bid Unit	Unit Bid Price	Hollandia Dairy Inc. (Extended Price)	Driftwood Dairy (Extended Price)	Conversions
19.	Mayonnaise	Any		27	1/1 gal	Each				
3474			Ventura Foods				\$9.000	\$243.000		na
74109			Weastlys Best				\$9.000		\$243.000	na

20.	Mayonnaise	Any		28 gallons	1/4 gallon/cs	Case				
3472			Ventura Foods	7			\$34.000	\$238.000		Conversion: 28 gallons usage divided by 4 gal per case = 7 cases x \$34.00 (unit bid price is by case)
74109			Weastlys Best	7			\$37.000		\$259.000	Conversion: 28 gallons usage divided by 4 gal per case = 7 cases x \$34.00 (unit bid price is by case)

21.	Milk, Chocolate Non Fat	Any		11,426 cases	70/8 oz carton/cs	Each				
1400			Hollandia Dairy	799,820			\$0.169	\$135,169.58		Conversion: 11,426 cs usage x 70 per cs = 799,820 ea x .169
				799820			\$0.178		\$142,687.888	Conversion: 11,426 cs usage x 70 per cs = 799,820 ea x .169

22.	Milk, White Lowfat 1%	Any		66	1/1/2 gallon/cs	Each				
1314			Hollandia Dairy				\$2.010	\$132.660		na
13312			Driftwood				\$1.791		\$118.173	na

BID NO. 1011-08 MILK AND DAIRY PRODUCTS

Product Code	Product Description	Brand name	Alternate Brand Name	Est. Yearly Usage	Case Pack & Size	Bid Unit	Unit Bid Price	Hollandia Dairy Inc. (Extended Price)	Driftwood Dairy (Extended Price)	Conversions
23.	Milk, White 1%	Any		2,342 cases	70/8 oz carton/cs	Each				
1322			Hollandia Dairy	163,940			\$0.180	\$29,509.200		Conversion: 2,342 cs x 70 ea = 163,940 each
13040			Driftwood	163,940			\$0.188		\$30,820.720	Conversion: 2,342 cs x 70 ea = 163,940 each

24.	Milk, White, Whole Homogenize	Any		19	1/1 gal/cs	Each				
1135			Hollandia Dairy				\$2.050	\$38.950		na
10350			Driftwood				\$4.240		\$80.560	na

25.	Milk, Whole Homogenized	Any		1800	4 oz. carton	Each				
1185			Hollandia Dairy				\$0.135	\$243.000		na
1000			Driftwood				\$0.216		\$389.160	na

26.	Milk, Soy	Any		50	70/8 oz carton/cs	Each				
7070			Kikkoman		24/8.25 oz		\$0.800	\$40.000		na
			Driftwood		70/8 oz carton/cs		\$0.269		\$13.450	na

27.	Mini Cone	North Star SB 12 Compliant		239	1/2-doz/cs	Case				
9104							\$7.600	\$1,816.400		na
91052							\$7.800		\$1,864.200	na

BID NO. 1011-08 MILK AND DAIRY PRODUCTS

Product Code	Product Description	Brand name	Alternate Brand Name	Est. Yearly Usage	Case Pack & Size	Bid Unit	Unit Bid Price	Hollandia Dairy Inc. (Extended Price)	Driftwood Dairy (Extended Price)	Conversions
28.	Push Up, Orange Sherbet	Any		510	1/2 doz/cs	Case				
8968			Hiland Roberts				\$7.500	\$3,825.000		na
86620			Cool Tubes				\$12.926		\$6,592.260	na
29.	Push Up, Frog Spit	North Star SB 12 Compliant		510	1/2 doz/cs	Case				
9106							\$7.000	\$3,570.000		na
91051							\$7.800		\$3,978.000	na
30.	Shape-Ups, 100% Juice Bar All Flavors	Minute Made	Minute Made	49	100/2.25 oz/cs	Case				
9036	Very Berry						\$17.950	\$879.550		na
9037	Sour Apple									
86912							\$17.760		\$870.240	na
31.	Sherbet, All Flavors	Any	Wonder	3441	2 doz/3 oz cup/cs	Case				
9297	Lime		Wonder Ice Cream				\$5.750	\$19,785.750		na
9295	Orange		J & J				\$5.540		\$19,063.140	na
86166										
32.	Sour Cream	Any	Hollandia Dairy	10	1/1 pint/cs	Each				
2167			Hollandia Dairy				\$1.500	\$15.000		na
50450			Driftwood				\$1.171		\$11.712	na

BID NO. 1011-08 MILK AND DAIRY PRODUCTS

Product Code	Product Description	Brand name	Alternate Brand Name	Est. Yearly Usage	Case Pack & Size	Bid Unit	Unit Bid Price	Hollandia Dairy Inc. (Extended Price)	Driftwood Dairy (Extended Price)	Conversions
33.	Sour Cream	Any		2	1/5 lb tub/cs	Tub				
2161			Hollandia Dairy				\$10.000	\$20.000		na
50490			Driftwood				\$4.806		\$9.612	na

34.	Strawberry & Cream Bar	North Star SB 12 Compliant		50	1/2-doz/cs	Case				
9100							\$7.000	\$350.000		na
91057							\$5.700		\$285.000	na

35.	Juice Bar, Strawberry	North Star SB 12 Compliant		50	1/2-doz/cs	Case				
9107							\$7.000	\$350.000		na
86627							\$6.112		\$305.600	na

36.	Juice Bar, Whole Fruit, 100% Juice All Flavors	Any	Nutri Freeze Orange	50	1/2-doz/2 oz/cs	Case				
9401	Orange		Nutri Freeze	25	48/2.75 oz	Case	\$12.000	\$300.000		Conversion: 24 ea per cs x 50 cs=1,200 ea usage 1,200 ea divided by 48 ea per cs
				50	24/2 oz	Case	\$6.112		\$305.600	na

37.	Juice Bar, Whole Fruit, 100% Juice, All Flavors	Any		50	1/2-doz/cs	Case				
9403	Sour Cherry		Nutri Freeze	25	48/2.75 oz	Case	\$12.000	\$300.000		Conversion: 24 ea per cs x 50 cs=1,200 ea usage 1,200 ea divided by 48 ea per cs
86627			Nutri Freeze	50	24/2 oz	Case	\$6.112		\$305.600	na

	Product Code	Product Description	Brand name	Alternate Brand Name	Est. Yearly Usage	Case Pack & Size	Doz Unit	Unit Price	Nonland Dairy Inc. (Extended Price)	Dairy (Extended Price)	Conversions
38.	9342	Super Pops, All Flavors	Any		765	1/2-do/ez/cs	Case				
	9342			High Land Roberts	1,530	1/1 doz		\$2.650	\$4,054.500		Conversion: 24 ea per cs x 765 cs=18,360 ea usage 18,360 ea divided by 12
	86617			Super Pops	765	1/24 cs		\$5.040		\$3,855.600	

39.		Vanilla Chocolate Bar	North Star SB 12 Compliant		49	1/2 doz/cs	Case				
	9101							\$5.000	\$245.000		na
	91054							\$5.700		\$279.300	na

40.	9105	Vanilla Cream Sandwich	North Star SB 12 Compliant		10	1/1-do/ez/cs	Case				
	9105				5	1/2 doz/cs		\$7.500	\$37.500		Conversion: 12 ea per cs x 10 cs = 120 ea usage 120 ea divided by 24
					10			\$6.150		\$61.500	na

41.		Yogurt, All Flavors	Any		24	1/4art/cs	Each Quart				
	2588 2576	Strawberry Peach		Land O Lakes				\$2.850	\$68.400		na
	52790							\$2.463		\$59.102	na

BID NO. 1011-08 MILK AND DAIRY PRODUCTS

Product Code	Product Description	Brand name	Alternate Brand Name	Est. Yearly Usage	Case Pack & Size	Bid Unit	Unit Bid Price	Hollandia Dairy Inc. (Extended Price)	Driftwood Dairy (Extended Price)	Conversions
42.	Yogurt, All Flavors	Yoplait		106	12/6 oz/cs	Case				
2288	Strawberry						\$10.000	\$1,060.000		na
2250	Mix Berry									
52390							\$10.406		\$1,103.025	na
	TOTAL BASED ON ESTIMATED YEARLY USAGE							\$220,666.898	\$232,786.723	

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 8, 2011
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Bryant, Catrina	Inst Asst-Sp Ed	Personal	10/01/2007	02/11/2011
2. French, Kathleen	Health Asst	Voluntary	11/01/2010	11/08/2010
3. Hurst, Susan	FS Worker	Voluntary	10/15/2007	01/10/2011
4. Kachyanizadeh, E	Media Center Tech	Retirement	01/29/1988	03/25/2011
5. Keck, Dee	School Clerk	Personal	06/20/2005	01/24/2011
6. Kraus, Janice	Sch Bus Driver	Retirement	12/01/1997	02/28/2011
7. Kraus, Rolf	Sch Bus Driver	Retirement	09/03/1991	02/28/2011
8. Park, Jiwan	Inst Asst-Sp Ed	Relocation	10/28/2010	02/11/2011
9. Reynolds, Kathleen	Inst Asst-Sp Ed Presch	Relocation	09/08/2010	02/04/2011
10. Romo, Dorothy	Inst Asst-Presch	Personal	03/17/2010	12/13/2010
11. Vitale, Elizabeth	HS Office Manager	Retirement	02/13/1996	01/20/2011
12. Wallace, Susanne	Inst Asst-Sp Ed	Voluntary	10/16/2009	09/01/2010

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
13. Crowell, Erica	Academic Advisor (11mo/40hpw)	\$3,509.98 mo	R35-1	02/28/2011
14. Mueller, Tracy	SLPA (9.5mo/40hpw)	\$3,874.36 mo	R39-1	01/20/2011
15. Ondryas, Brianna	SLPA (9.5mo/40hpw)	\$3,874.36 mo	R39-1	01/24/2011

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
16. Ayers, Salina	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	01/10/2011
17. Berger, Mary	Inst Asst (9.5mo/15hpw)	\$13.64 hr	R19-1	01/14/2011
18. Borruso, Enedina	Bngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.06 hr	R23-1	01/14/2011
19. Bressler, Kathleen	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	01/10/2011
20. Cabrera, Alicia	Bngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.06 hr	R23-1	01/14/2011
21. Currie, Kimberly	MS Campus Supervisor (9.5mo/17.5hpw)	\$15.06 hr	R23-1	02/22/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 8, 2011
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
22. De Cota, Marta	BIngl Inst Asst (9.5mo/15hpw)	\$14.33 hr	R21-1	01/25/2011
23. Dimperio, Kristen	Independence Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	01/31/2011
24. Gould, Steven	Independence Facilitator (9.5mo/17.5hpw)	\$13.98 hr	R20-1	02/08/2011
25. Healy, Jan	BIngl Inst Asst (9.5mo/17.5hpw)	\$14.33 hr	R21-1	01/25/2011
26. Henderson, Mark	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	02/04/2011
27. Husseini, Samar	Independence Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	01/18/2011
28. Magana, Jeanine	BIngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.06 hr	R23-1	01/10/2011
29. McGee, James	MS Campus Supervisor (9.5mo/17.5hpw)	\$16.60 hr	R23-3	01/04/2011
30. Mendoza-Santos, N.	BIngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.06 hr	R23-1	01/10/2011
31. Penny, Fabiane	BIngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.06 hr	R23-1	01/20/2011
32. Pontecorvo, Danielle	Independence Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	02/02/2011
33. Rawas, Alba	BIngl Inst Asst (9.5mo/15hpw)	\$14.33 hr	R21-1	01/31/2011
34. Riley, Linda	Independence Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	01/10/2011
35. Robleto, Sergio	BIngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.06 hr	R23-1	01/14/2011
36. Sanchez de Docheff, F.	BIngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.06 hr	R23-1	01/31/2011
37. Schwab, Sarah	Caregiver-Sp Ed (9.5mo/17.5hpw)	\$13.64 hr	R19-1	01/26/2011

<u>Name</u>	<u>Recall from Layoff</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
38. Frigone, Karyn	Sch Bus Driver (9mo/per bid)	\$ 22.30 hr	R28-6	02/14/2011
39. Lujano, Jose	Maintenance Carpenter (12mo/40hpw)	\$5,451.60 mo	R38-20	01/03/2011

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Personnel Activity List Board of Trustees Regular Meeting of March 8, 2011
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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Reemploy Laid Off Employee</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
40. Burke, Terence	Independence Facilitator (9.5mo/32.5hpw)	\$ 14.69 hr	R22-1	12/13/2010
41. Gonzalez, Martin	Custodian I (12mo/40hpw)	\$3,416.23 mo	R26-5	01/13/2011
42. Gonzales, Salvador	Custodian I (12mo/40hpw)	\$3,253.55 mo	R26-4	01/14/2011
43. Thomas, Kelley	MS Campus Supervisor (9.5mo/17.5hpw)	\$ 15.81 hr	R23-2	12/06/2010
<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
44. Alesio Donahue, C.	MS Campus Supervisor	\$15.06 hr	R23-1	01/14/2011
45. Bauer, Karen	Student Supervisor	\$10.00 hr		01/19/2011
46. Bernal, Priscilla	BIngl Inst Asst	\$14.33 hr	R21-1	01/13/2011
	Inst Asst	\$13.64 hr	R19-1	
47. Castaneda, Ana Luz	Student Supervisor	\$10.00 hr		01/15/2011
48. Draper, Christine	MS Campus Supervisor	\$15.06 hr	R23-1	01/13/2011
49. Elzea, Pamela	Independence Facilitator	\$14.69 hr	R22-1	01/31/2011
	Inst Asst-Sp Ed	\$13.98 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.64 hr	R19-1	
50. Fredriksen, S.	Student Supervisor	\$10.00 hr		01/18/2011
51. Gagliardotto, K.	Student Supervisor	\$10.00 hr		01/20/2011
52. Gallego, Marian	MS Campus Supervisor	\$15.06 hr	R23-1	01/31/2011
53. Granados, Magaly	Student Supervisor	\$10.00 hr		01/10/2011
54. Kaegi, Patte	Clerk	\$15.06 hr	R23-1	10/25/2010
55. Keck, Dee	Clerk	\$15.06 hr	R23-1	01/25/2011
56. Koster, Laurie	Independence Facilitator	\$14.69 hr	R22-1	02/07/2011
	Inst Asst-Sp Ed	\$13.98 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.64 hr	R19-1	
57. Martin, Michelle	Independence Facilitator	\$14.69 hr	R22-1	02/07/2011
	Inst Asst-Sp Ed	\$13.98 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.64 hr	R19-1	
58. Medina Powell, D.	Student Supervisor	\$10.00 hr		02/01/2011
59. Mordy, Tamara	Student Supervisor	\$10.00 hr		01/19/2011
60. Mulhollam, A.	Independence Facilitator	\$14.69 hr	R22-1	02/10/2011
	Inst Asst-Sp Ed	\$13.98 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.64 hr	R19-1	
61. Ringstad, Calleen	Student Supervisor	\$10.00 hr		01/26/2011
62. Roecker, Jennifer	Student Supervisor	\$10.00 hr		01/28/2011

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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
63. Tate, Maria	Student Supervisor	\$10.00 hr		01/10/2011
64. Tovar, Regina	Student Supervisor	\$10.00 hr		01/18/2011
65. Valousky, Jennifer	Student Supervisor	\$10.00 hr		01/31/2011
66. Wykoff, Patricia	Student Supervisor	\$10.00 hr		01/14/2011
67. Yee-Salazar, Pablo	Custodian	\$16.21 hr	R26-1	01/19/2011

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>		<u>Effective Date</u>
68. Casco, Andrew	ASB Worker	\$10.00 hr		11/22/2010- 02/11/2011
69. Garrett, Chad	ASB Worker	\$10.00 hr		09/03/2010- 11/12/2010
70. Hatch, Keith	ASB Worker	\$10.00 hr		02/14/2011- 05/13/2011
71. Huxford, Brandon	ASB Worker	\$10.00 hr		11/08/2010- 02/11/2011
72. Jackson, James	ASB Worker	\$10.00 hr		11/22/2010- 02/11/2011
73. Johnson, Tory	ASB Worker	\$10.00 hr		08/09/2010- 11/05/2010
74. Koenig, Thomas	ASB Worker	\$10.00 hr		02/14/2011- 05/13/2011
75. Leeman, James	ASB Worker	\$10.00 hr		09/03/2010- 11/12/2010
76. Mahler, Seth	ASB Worker	\$10.00 hr		12/06/2010- 03/01/2011
77. Mallon, Bryan	ASB Worker	\$10.00 hr		11/22/2010- 02/11/2011
78. Moguet, Nicholai	ASB Worker	\$10.00 hr		11/29/2010- 02/11/2011
79. Moon, Michael	ASB Worker	\$10.00 hr		08/30/2010- 11/05/2010
80. Pevzner, Harvey	ASB Worker	\$10.00 hr		11/22/2010- 02/07/2011
81. Russell, Allison	ASB Worker	\$10.00 hr		11/15/2010- 02/12/2011
82. Simmons, K.	ASB Worker	\$10.00 hr		11/15/2010- 02/12/2011

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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
83. Vazquez, Edgar	ASB Worker	\$10.00 hr	11/22/2010-02/11/2011
84. Weber, Shea	ASB Worker	\$10.00 hr	11/15/2010-02/12/2011
85. Zaragosa, Vianca	ASB Worker	\$10.00 hr	08/01/2010-06/23/2011
86. Klassen Ari	Student Supervisor	\$10.00 hr	01/03/2011
87. Wykoff, Patti	Student Supervisor	\$10.00 hr	01/16/2011

APPROVE PROMOTION

<u>Name</u>	<u>Former Classification</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
88. Cox, Patricia	Inst Asst-Sp Ed (9.5mo/17.5hpw)	School Clerk I (11mo/17.5hpw)	R23-10	01/19/2011
89. Davidson, Suzan	FS Worker (9.5mo/15hpw)	School Clerk I (11mo/17.5hpw)	R23-1	02/14/2011
90. Gire, Rosalie	FS Worker (9.5mo/25hpw)	FS Lead II (Temp/40hpw)	R31-1	12/06/2010-01/03/2011
91. Jensen, Gayla	Independence Facilitator (9.5mo/17.5hpw)	Academic Advisor (11mo/20hpw)	R35-1	01/03/2011
92. Lehman, Rosana	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Independence Facilitator (9.5mo/30hpw)	R22-2	01/21/2011
93. Miller, Julie	Lead FS Worker I (9.5mo/20hpw)	Account Clerk II (11mo/15hpw)	R32-1	01/18/2011
94. Neypes, Janine	School Secretary II (10.5mo/40hpw)	MS Office Manager (11mo/40hpw)	R33-5	01/18/2011
95. Ortega Jr, F.	Custodian II (12mo/40 hpw)	Custodian III (12mo/40hpw)	R30-10	02/01/2011
96. Palacios, Susana	FS Worker (9.5mo/30hpw)	FS Lead II (Temp/40hpw)	R31-1	01/03/2011-02/25/2011
97. Repaire, Vanessa	School Clerk I (9.5mo/19.5hpw)	School Secretary I (10.5mo/40hpw)	R29-3	01/27/2011
98. Scott, Karen	Elem Sch Office Manager (10.75mo/40hpw)	Info Systems Spec I (12mo/40hpw)	R44-10	01/31/2011
99. Stevens, Lisa	FS Elementary Cashier (9.5mo/16.25hpw)	School Clerk I (9.5mo/17.5hpw)	R23-1	02/09/2011
100. Thomas, Kelley	MS Campus Supervisor (9.5mo/17.5hpw)	Sch Secretary I (10.5mo/17.5hpw)	R27-1	02/03/2011

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APPROVE REASSIGNMENT

<u>Name</u>	<u>Former Classification</u>	<u>Reassignment</u>	<u>Range Step</u>	<u>Effective Date</u>
101. Leslie, Kate	Independence Facilitator (9.5mo/17.5hpw)	Caregiver (9.5mo/30hpw)	R19-1	2/10/2011

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Former Classification</u>	<u>Current Classification</u>	<u>Range Step</u>	<u>Effective Date</u>
102. Wheeler, Donna	Inst Asst-Comm Ed (9.5mo/12hpw)	Inst Asst-Comm Ed (9.5mo/15hpw)	R19-15	11/01/2010
103. Zia, Asma	Independence Facilitator (9.5mo/17.5hpw)	Independence Facilitator (9.5mo/30hpw)	R22-2	01/03/2011

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date</u>
104. Kelsey, Petah	Interpreter for Hearing Impaired NTE 32hrs (Accompany std to Outdoor Education)	R30-3	01/18/2011- 01/21/2011
105. Neumiller, Nora	Inst Asst NTE 25hrs (Inst Asst/Supv for std Parent Conf)	R21-6	01/15/2011- 06/30/2011

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
106. Aguirre, Maria	Infant/Toddler Childcare Provider NTE 60hrs (Safety for stds in daycare at Serra HS)	02/01/2011- 06/30/2011
107. Argent, Heidi	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
108. Arias, Blanca	BIngl Comm Svcs Liaison NTE 60hrs (Coordinating EL info/documents with staff)	01/03/2011- 06/23/2011
109. Austerman, Judy	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
110. Ayon, Shari	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
111. Beas, Estela	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011

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APPROVE TEMPORARY ADDITIONAL ASSIGNMENT(Cont.)
PAY AT REGULAR RATE OF PAY

Name	Additional Assignment	Effective Date
112. Becerra, Cecilia	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
113. Brierley, Nena	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
114. Centeno, Celina	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
115. Cervantes, Martha	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
116. Cole, Patty	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
117. Copeland, Melonie	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
118. Corner, Stacie	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
119. Diaz, Gloria	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
120. Duarte, Diane	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
121. Fairchild, Vikki	Inst Asst NTE 6hrs (Assist with student assessments)	11/15/2010- 06/03/2011
122. Flotho, Lisa	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
123. Foulds, Lori	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
124. Gaffney, Lanett	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
125. Getty, Jackie	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
126. Gonzalez, B.	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
127. Grant, Mary	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
128. Grulkowski, Susan	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
129. Hamidi, Aurora	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
130. Hayes, Alejandra	Blnl Inst Asst-Presch NTE 30hrs (Translations, open house, etc.)	01/01/2011- 06/30/2011

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APPROVE TEMPORARY ADDITIONAL ASSIGNMENT (Cont.)
PAY AT REGULAR RATE OF PAY

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
131. Hayes, Natalie	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
132. Heesch, Jennifer	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
133. Hickey, Jodi	Inst Asst NTE 25hrs (Supvr students during parent conf)	01/15/2011- 06/30/2011
134. Hunstein, Ellen	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
135. Hunt, Pam	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
136. Ibara, Amy	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
137. Jakovich, Jennifer	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
138. Jarbo, Nicole	Blnl Inst Asst NTE 2hrs (Assist with std assessments)	01/11/2011
139. Jurdi, Ghada	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
140. Kebler, Quincy	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
141. LaPlante, Victoria	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
142. Lee, Nancy	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
143. Leslie, Becky	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
144. Lloyd, Vicki	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
145. Lopez, Laura	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
146. Marmolejo, Marco	Blnl Comm Svcs Liaison NTE 25hrs (Interpret/translate during IEPs, parent conf)	01/14/2011- 06/30/2011
147. Massey, Tarah	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
148. Medina, Maria	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
149. Mendoza, Rosa	Inst Asst-Presch NTE 15hrs (Translations for parent conferences/assess docs)	01/01/2011- 06/30/2011

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APPROVE TEMPORARY ADDITIONAL ASSIGNMENT (Cont.)
PAY AT REGULAR RATE OF PAY

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
150. Milligan, Debbie	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
151. Miranda, Maria	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
152. Morrow, Susi	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
153. Muniz, Maria	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
154. Nieblas, Theresa	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
155. Noorzad, Tina	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
156. Orozco, Martha	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
157. Poudrier, Cindy	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
158. Pruitt, Aymara	Blnl Comm Svcs Liaison NTE 40hrs (Translation for IEP and language testing)	01/20/2011- 06/17/2011
159. Quinn, Olivia	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
160. Rios, Amada	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
161. Roppa, Susan	Inst Asst NTE 12hrs (Assist ELD advisor with parent training)	12/13/2010- 06/23/2011
162. Sanchez De Docheff, F.	Blnl Comm Svcs Liaison NTE 40hrs (Provide Inst Trng to CUSD BIA, IA, BCL, etc.)	01/31/2011- 06/30/2011
163. Scinico, Dorcas	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
164. Serrano, Carmen	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
165. Sherwood, Gini	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
166. Stevens, Cecily	Infant/Toddler Childcare Provider NTE 60hrs (Safety for stds in daycare at Serra HS)	02/01/2011- 06/30/2011
167. Townsend, D.	Health Asst NTE 10hrs (Help with medical issues)	01/10/2011- 06/23/2011
168. Valles, Susan	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011

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APPROVE TEMPORARY ADDITIONAL ASSIGNMENT (Cont.)
PAY AT REGULAR RATE OF PAY

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
169. Vargas, Estrella	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
170. Verdugo, Annie	BIngl Inst Asst NTE 2hpw (Interpreter svcs for SST meetings)	01/20/2011- 01/21/2011
171. Whelchel, Yvette	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
172. White, Julia	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
173. White, Laurie	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
174. Ybarra, Gigi	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011
175. Yerena, Maricela	Presch Teacher NTE 20hrs (Translations, open house, etc.)	11/01/2010- 06/30/2011

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>
176. Hannegan, N.	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Independence Facilitator	R22-1	01/06/2011- 06/22/2011
177. Hipolite, Nancy	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Independence Facilitator	R22-10	10/01/2010- 11/16/2010
178. Loven, Darlene	Inst Asst-Presch (9.5mo/12hpw)	Independence Facilitator	R22-5	01/06/2011- 06/22/2011
179. Mattera, Ralph	MS Campus Supervisor (9.5mo/15hpw)	Independence Facilitator	R22-1	01/05/2011- 01/12/2011
180. Moridani, Karen	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Independence Facilitator	R22-4	01/06/2011- 06/22/2011
181. Robinson, Janell	HS Campus Supervisor (9.5mo/35hpw)	Opportunity Asst	R24-15	12/07/2010- 05/23/2011
182. Sieger, Tove	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Independence Facilitator	R22-10	01/06/2011- 06/22/2011
183. Williams, Brooke	Inst Asst-Presch (9.5mo/17.5hpw)	IBI Asst/Tutor	R24-1	01/10/2011- 06/30/2011
184. Wisneiwski, M.	Inst Asst-Sp Ed (9.5mo/17.5hpw)	HS Campus Supervisor	R25-1	12/15/2010- 06/23/2011

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ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Date of Employment</u>	<u>Date of Separation</u>
1. Ankeny, Matthew	Teacher	Other Employ	09/02/2010	02/04/2011
2. Barile, Diana	Teacher	Relocation	12/13/2010	01/28/2011
3. Gibson, Gregory	Teacher	Personal	08/29/2007	02/01/2011

APPROVE EMPLOYMENT

<u>Name</u>	<u>1st Year Temporary</u>	<u>Annual Salary</u>	<u>Column/Step</u>	<u>Effective Date</u>
4. Byron, Meredith	Speech Pathologist	\$ 52,966	B-3	01/03/2011
5. Casteel, Janice	Psychologist 20%	\$106,229	P-23	11/15/2010
6. Nguyen, Nancy	Teacher 100%	\$ 47,090	A-1	02/07/2011

APPROVE REASSIGNMENT OF LAID OFF EMPLOYEE

<u>Name</u>	<u>1st Year Temporary</u>	<u>Annual Salary</u>	<u>Column/Step</u>	<u>Effective Date</u>
7. Pianta, Rebecca	Counselor 60%	\$57,561	C-4	01/31/2011
8. Poteet, Gina	Teacher 60%	\$61,660	C-6	02/07/2011
9. West, Lelia	Teacher 50%	\$54,820	B-4	01/18/2011

APPROVE HOME/HOSPITAL TEACHERS

Pay @ \$35.00 per hour

10. Bottino, Vivian	17. Rigby, Michael
11. Cardwell, Linda	18. Samoszuk, Jeanne
12. Charles, Kate	19. Skinner, Phillip
13. Estrada, Axel	20. Terhune, Cynthia
14. Imlay, Erika	21. Turney, Jason
15. Labushevicz, Louise	22. Wagner, Mark
16. Ralston, Valerie	

APPROVE ADULT EDUCATION TEACHERS

Pay @ \$30.00 per hour

23. McKeague, Sharon

APPROVE SUBSTITUTE TEACHERS

Pay @ \$90.00 per day

24. Barger, Jayme	27. Martinez, Edmund
25. Cupp, Sandra	28. Moch, Theresa
26. Durbin, Ryan	29. Primer, Marina

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, March 8, 2011
Certificated Employees

APPROVE SUBSTITUTE TEACHERS (Cont.)

Pay @ \$90.00 per day

- | | |
|---------------------|------------------------|
| 30. Giese, Daniel | 35. Quinones, Benjamin |
| 31. Granado, Olivia | 36. Sakai, Lisa |
| 32. Gray, Lia | 37. Simpson, Jenny |
| 33. Johnson, Jamie | 38. Walker, James |
| 34. Maranan, Rhonda | 39. Wooten, Jennifer |

APPROVE 6/5th ASSIGNMENT 2nd SEMESTER

- | | |
|------------------------------|--------------------------|
| 40. Bandaruk, John** | 66. Kirby, Neal** |
| 41. Beckley, Shelley** | 67. Kolasa, Jeffrey** |
| 42. Beligan, Jackie** | 68. LaMotte, Migel** |
| 43. Blanco-Johnson, Sylvia** | 69. Laving, Melanie* |
| 44. Borges, Ester** | 70. Laving, Steve* |
| 45. Brandt, Mike** | 71. Leslie, Elizabeth* |
| 46. Breithaupt, Teresa* | 72. McClean, Bob** |
| 47. Brown, Richard** | 73. Mink, Kelli** |
| 48. Buckman, Andrea** | 74. Mulligan, Shawn** |
| 49. Burke, Shaun** | 75. Murphy, Orla** |
| 50. Clothier, Cindy* | 76. Orgeron, Dennis** |
| 51. Conlon, Michael** | 77. Peck, Lindsay** |
| 52. Darnold, Chris** | 78. Proodian, David** |
| 53. Davey, John** | 79. Quinn, Cory** |
| 54. Gaspar, Lisa** | 80. Rack, Richard** |
| 55. Giambone, Christine** | 81. Robustelli, Lucille* |
| 56. Goit, Jennifer** | 82. Satterlee, Robin** |
| 57. Grondahl, Rebecca** | 83. Snowden, Marybeth* |
| 58. Halterman, Roger* | 84. Tahbaz, Marie** |
| 59. Hennings, David** | 85. Thibeau, Lori* |
| 60. Jimenez, Jeremiah* | 86. Vega, Raul** |
| 61. Jobst, Shelly** | 87. Waterbury, Nilsa* |
| 62. Johnson, Dawn** | 88. Webster, Donna** |
| 63. Junco, Maria** | 89. Wiesner, Maria** |
| 64. Khalaf, Reem* | 90. Wilson, Duncan** |
| 65. Kipe, Cecily** | |

* Special Education Teacher

** Not enough courses to hire an additional teacher (sections are within the site's staffing allocation)

APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
91. Andreasen, Amy	Teacher 60%	Teacher 100%	02/07/2011
92. Backman, Lhonda	Teacher 60%	Teacher 80%	02/07/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, March 8, 2011
Certificated Employees

APPROVE ASSIGNMENT ADJUSTMENTS (Cont.)

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
93. Barnes, Jean	Psychologist 60%	Psychologist 80%	01/03/2011
94. Dragovich, Adele	ETAP I	Teacher	07/01/2010
95. Elliott, Christopher	ETAP I	Teacher	09/07/2010
96. Finn, Natalie	Psychologist 20%	Psychologist 40%	01/03/2011- 02/28/2011
97. Glover, Bonita	Teacher	ETAP I	09/08/2010
98. Goforth, Krystyn	Psychologist 80%	Psychologist 100%	01/03/2011
99. Johnson, Robert	ETAP I	Teacher	09/08/2010
100. Kluck, Jane	Teacher	STAP I	02/07/2011
101. Loudy, Pamela	Teacher	ETAP I	09/08/2010
102. Pearson, Cathy	ETAP I	Teacher	07/01/2010
103. Rumpf, Stacy	Teacher	ETAP I	07/01/2010

APPROVE ADDITIONAL ASSIGNMENTS

104. After School ADD Training-Carl Hankey Elem
NTE 1 hour non-instructional pay @ \$30.00 per hour 01/07/2011

Teach 4th and 5th Grade Reading and Math to EL Students-Ambuehl Elem
NTE 38 hours instructional pay @ \$35.00 per hour
01/03/2011-05/25/2011

105. Bushell, Kimberly

Teach 2nd and 3rd Grade Reading and Math to EL Students-Ambuehl Elem
NTE 38 hours instructional pay @ \$35.00 per hour
01/03/2011-05/25/2011

106. Sullivan, Jennifer

AR Coach Training-Bathgate Elem
NTE 3 hours non-instructional pay @ \$30.00 per hour
01/14/2011-06/23/2011

107. Burkhardt, Jennifer 109. Nielson, Susie
108. Lash, Kathleen

Textbook Distribution and Inventory for the 2010/2011 School Year-Chaparral Elem
NTE 17 hours non-instructional pay @ \$30.00 per hour
09/01/2010-06/30/2011

110. Russell, Sheryl

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, March 8, 2011
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

SST Coordinator for the 2010-2011 School Year-Chaparral Elem
NTE 50 hours non-instructional pay @ \$30.00 per hour
09/01/2010-06/30/2011

111. Trager, Jim

Assist Teachers in Developing IB/SIOP/GLAD/Unit Writing and Coaching-Hankey Elem
NTE 33.33 hours non-instructional pay @ \$30.00 per hour
01/04/2011-06/23/2011

112. DeWees, Julia

Prep Time for Thinking Maps Staff Presentation/Training-R.H. Dana Elem
NTE 2 hours non-instructional pay @ \$30.00 per hour
01/03/2011-01/12/2011

113. Bowers-Georgia, Lori

114. Norgren, Kristina

Teach After School Reading Intervention Class-R.H. Dana Elem
NTE 63 hours instructional pay @ \$35.00 per hour
01/24/2011-06/23/2011

115. Semas, Andrea

Assist with Intervention Reading Class Before School-R.H. Dana Elem
NTE 42 hours pay @ \$18.00 per hour
01/24/2011-06/23/2011

116. Cooper, Stephanie

Spanish Speaking Workshops for Parents on How to Help Students-Las Palmas Elem
NTE 10 hours non-instructional pay @ \$30.00 per hour
12/01/2010-06/23/2011

117. Rhodes, Mariela

After School Education and Safety Grant-Las Palmas Elem
NTE 100 hours instructional pay @ \$35.00 per hour
12/01/2010-06/23/2011

118. Hogancamp, Yesenia

120. Pedraza, Jose Luis

119. Morrison, Gayle

Teach After School Intervention Classes-San Juan Elem
NTE 16.5 hours instructional pay @ \$35.00 per hour
12/03/2010-06/23/2011

121. Carrie, Carolyn

122. Gomez, Angelica

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

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Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Grade Level Leader-Viejo Elem

NTE 15 hours non-instructional pay @ \$30.00 per hour
01/03/2011-06/23/2011

- | | |
|------------------------|-----------------------|
| 123. Becerra, Jesus | 127. Price, Barbara |
| 124. Farias, Sandra | 128. Rucker, Michelle |
| 125. Ibrahim, Lori | 129. Wade, Natalie |
| 126. O'Halloran, Karen | |

Homework Club Grades 6, 7, 8-Bernice Ayer MS

NTE 15 hours instructional pay @ \$35.00 per hour
01/10/2011-06/22/2011

130. Lewis, Elizabeth

Math Village-Don Juan Avila MS

NTE 30 hours instructional pay @ \$35.00 per hour
01/24/2011-05/31/2011

- | | |
|--------------------|----------------------|
| 131. McCoy, Matt | 133. Waterman, Chuck |
| 132. McDevitt, Ron | |

ELD Advisor Duties for 2010-2011-Ladera Ranch MS

NTE 15 hours non-instructional pay @ \$30.00 per hour
09/01/2010-06/30/2011

134. Gunderson, Terry

Teach After School SRLA Class-Marco Forster MS

NTE 50 hours instructional pay @ \$35.00 per hour
09/20/2010-03/20/2011

135. Grassman, Daniel

Teach After School Homework Club Class-Marco Forster MS

NTE 26 hours instructional pay @ \$35.00 per hour
01/03/2011-06/23/2011

136. Deptola, Cheri

ADD Training-Marco Forster MS

NTE 20 hours non-instructional pay @ \$30.00 per hour
09/08/2010-06/24/2011

- | | |
|------------------------|----------------------|
| 137. Caruso, Heather | 140. Gray, Diane |
| 138. Goodwin, Michelle | 141. Waterman, Chuck |
| 139. Gottdank, Alex | 142. White, Laura |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, March 8, 2011
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Assist ELD Advisor with Parent Training-Shorecliffs MS

NTE 2 hours non-instructional pay @ \$30.00 per hour

01/11/2011

143. Hennings, David
144. Mickelson, Lyndsey

145. Peck, Lindsay

Saturday School-Capistrano Valley HS

NTE 36 hours pay @ \$18.00 per hour

02/07/2011

146. Racklin, Nick

To Attend APEX/Credit Recovery Training-Dana Hills HS

NTE 1.5 hours non-instructional pay @ \$30.00 per hour

01/13/2010

147. Briggs, Charles
148. Cunningham, Craig

149. Wooten, Jeremy

ASB Athletic Coach-Dana Hills HS

NTE 200 units pay \$2,000.00

08/16/2010-11/05/2010

150. Hatcher, Mike

Tutor for Auto Academy Students-San Clemente HS

NTE 100 hours instructional pay @ \$35.00 per hour

12/10/2010-06/23/2011

151. Mulford, Connie

ADD Initiative to Allow for Peer Coaching and Collaboration-San Juan Hills HS

NTE 30 hours instructional pay @ \$35.00 per hour

10/01/2010-12/15/10

152. Osborn, Kristen

ADD Initiative for Peer Coaching-San Juan Hills HS

NTE 27.25 hours instructional pay @ \$35.00 per hour

11/18/2010-12/15/10

153. Diaz, Andrew

Provide Consultation to CUSD Speech Pathologist per Student Need-Special Education

NTE 2 hours pay @ hourly per diem

12/14/2010-02/28/2011

154. Johnson, Connie

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, March 8, 2011
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Psychologists Assessment, Report Writing and IEP Attendance-Special Education

NTE 32 hours pay @ hourly per diem

11/01/2010-01/09/2011

155. Casteel, Janice

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

TO: Joseph M. Farley, Superintendent

FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services

SUBJECT: **CERTIFICATION OF TEMPORARY ATHLETIC TEAM COACH
QUALIFICATIONS AND COMPETENCIES**

BACKGROUND INFORMATION

The California Code of Regulations (CCR) requires Trustees to certify temporary athletic team coaches have met the provisions of Title V §5593, (Exhibit A). This section applies to any person serving as a temporary athletic team coach. The District must determine each individual has met all required coaching qualifications and competencies set forth in the statute.

CURRENT CONSIDERATIONS

The purpose of this agenda item is to certify all temporary athletic coaches have met the qualifications and competencies required under the statutory provisions. Included in these requirements is training in the care and prevention of athletic injuries, possession of a valid CPR or related certificate, practical experience in team athletic conditioning, knowledge of the rules and regulations in the sport or game being coached, understanding of adolescent psychology as it relates to the sport, and training in substance abuse prevention including, but not limited to, tobacco, alcohol, steroids, and human growth hormones.

All current coaches have met this requirement as verified by athletic directors and principals at each site.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

It is recommended the Board approve the certification that all temporary athletic coaches in the District have met the qualifications and competencies required in Title V §5593 of the California Code of Regulations (Exhibit A).

TITLE 5, CALIFORNIA CODE OF REGULATIONS

5593 Temporary Athletic Team Coach Qualifications and Competencies

This section applies to any person serving at any grade level as a temporary athletic team coach.

- (a) The District shall determine whether a temporary athletic team coach is knowledgeable and competent in the areas of:
 - (1) Care and prevention of athletic injuries, basic first aid, and emergency procedures;
 - (2) Coaching techniques;
 - (3) Rules and regulations in the athletic activity being coached; and
 - (4) Child or adolescent psychology, whichever is appropriate to the grade level of the involved sports activity.
- (b) The District shall establish a temporary athletic team coach's qualifications in each of the below specified four competency areas.
 - (1) Care and prevention of athletic injuries, basic sports injury first aid, and emergency procedures as evidenced by one or more of the following:
 - (A) Completion of a college-level course in the care and prevention of athletic injuries and possession of a valid cardiopulmonary resuscitation (CPR) card; or
 - (B) A valid sports injury certificate or first aid card, and a valid cardiopulmonary resuscitation CPR card; or
 - (C) A valid Emergency Medical Technician (EMT) I or II card; or
 - (D) A valid trainer's certification issued by the National or California Athletic Trainers' Association (NATA/CATA); or
 - (E) The person has had practical experience under the supervision of an athletic coach or trainer, or has assisted in team athletic training and conditioning, and has both valid CPR and first aid cards.
 - (2) Coaching theory and techniques in the sport or game being coached, as evidenced by one or more of the following:

- (A) Completion of a college course in coaching theory and techniques;
or
 - (B) Completion of in-service programs arranged by a school district or a county office of education; or
 - (C) Prior service as a student coach or assistant athletic coach in the sport or game being coached; or
 - (D) Prior coaching in community youth athletic programs in the sport to be coached; or
 - (E) Prior participation in organized competitive athletics at high school level or above in the sport to be coached.
- (3) Knowledge of the rules and regulations pertaining to the sport or game being coached, the league rules and, at the high school level, regulations of the CIF.
- (4) Knowledge of child or adolescent psychology as it relates to sports participation as evidenced by one or more of the following:
- (A) Completion of a college-level course in child psychology for elementary school positions and adolescent or sports psychology for secondary school positions; or
 - (B) Completion of a seminar or workshop on human growth and development of youth; or
 - (C) Prior active involvement with youth in a school or community sports program.
- (c) The school district superintendent may waive compliance with any one or more of the competencies described in subsection (a) provided that the person is enrolled in a program leading to acquisition of a competency. Until the competencies are met, the prospective coach shall serve under the immediate supervision of a fully qualified temporary athletic team coach.

NOTE: Authority cited: §33031 and §35179.5, Education code.
Reference: §33352 and §35179.5, Education Code.

**CERTIFICATION
TEMPORARY ATHLETIC TEAM COACHES**

TO STATE BOARD OF EDUCATION:

Title 5, California Code of Regulations, §5594, requires:

By April 1 of each year, each local governing school board shall certify to the State Board of Education that the provisions of §5593 have been met.

LOCAL SCHOOL BOARD CERTIFICATION:

I hereby certify the school district has met the conditions set forth in Title 5, Sections 5593 and 5594.

President
Board of Trustees
Capistrano Unified School District

Date

Return to: State Board of Education
 Department of Education
 1430 N Street, Suite #5111
 Sacramento, CA 95814

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

TO: Joseph M. Farley, Superintendent

FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services

SUBJECT: **MEMORANDUM OF UNDERSTANDING AGREEMENT WITH
REGIONAL OCCUPATIONAL PROGRAM**

BACKGROUND INFORMATION

The Capistrano-Laguna Beach Regional Occupational Program (ROP) provides alternative career and vocational program offerings for high school students across the District. Classes are available before and after school, as well as during the regular school day. Courses offered as regular sections within a high school schedule provide opportunities for students to explore technical and vocational program experiences. Currently, Digital Media, the Art of Animation, Careers in Fashion, Dance Production, and Careers in Teaching are available for students and are taught by District employees. When ROP courses are taught to CUSD students on District campuses, ROP reimburses the District. Therefore, additional course offerings are provided at no extra cost to the general fund.

Most recently, as veteran teachers retire, it has become increasingly difficult to recruit teachers who possess the appropriate credential to fill these open positions. Further complicating the process is that the teaching credentials necessary to teach these courses to high school students are no longer being offered by colleges and universities. Without existing or new teachers possessing the necessary teaching authorizations, successful programs such as the nationally recognized San Clemente High School Auto Shop Academy are in jeopardy of being eliminated. Working collaboratively, the District and ROP have the ability to utilize ROP credentialing requirements to secure appropriately credential teachers; therefore, the San Clemente High School Auto Shop Academy and other programs avoid the threat of being eliminated.

CURRENT CONSIDERATIONS

This agenda item presents for Board approval a Memorandum of Understanding (MOU) Agreement with Regional Occupational Program (Exhibit A). ROP will provide the instructor and the District will reimburse ROP for costs.

Memorandum of Understanding Agreement with Regional Occupational Program
March 8, 2011
Page 2

FINANCIAL IMPLICATIONS

The position of a high school teacher for the San Clemente Auto Shop Academy is included in the District's operating budget.

STAFF RECOMMENDATION

It is recommended the Board approve the Memorandum of Understanding Agreement with the Capistrano-Laguna Beach Regional Occupational Program (Exhibit A).

GENERAL INTERAGENCY AGREEMENT
FOR ROP SERVICES
Between Capistrano-Laguna Beach Regional Occupational Program and the
Capistrano Unified School District

The CAPISTRANO-LAGUNA BEACH REGIONAL OCCUPATIONAL PROGRAM, hereinafter referred to as "ROP," and the CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT," agree to the terms and provisions described in this document.

Whereas, District, recognizes a need for and desires to expand its career and technical training and instruction in the DISTRICT, and the ROP is able and willing to provide the necessary staff to meet all legal requirements for the specific career and technical training courses and career support services attached to this general interagency agreement, it is agreed as follows:

1. Term of Agreement

The term of this Agreement shall be for five years beginning March 9, 2011, and ending June 30, 2016. This agreement may be terminated by either party by giving thirty (30) days written notice of cancellation.

2. Services

The scheduled hours of ROP employees providing instructional services for the DISTRICT will be at times mutually agreed upon by the ROP and the DISTRICT and will not conflict with hours they are providing services to the ROP.

3. Staffing Costs and Reimbursement

- (a) DISTRICT will reimburse the ROP for all costs as stated in the

Interagency Agreement Attachment, at a time mutually agreed upon by ROP and

the DISTRICT.
- (b) Reimbursement for salaries and benefits will be based upon the ROP'S offers of

employment (Exhibit B).
- (c) The ROP agrees to bill DISTRICT and provide final invoices and

documentation of all appropriate program costs annually by June 30.
- (d) The District agrees to reimburse the ROP for any substitute teacher costs and

statutory benefits expenses

4. The DISTRICT, agrees to indemnify and hold ROP harmless from any and all
losses, claims, actions, damages, expenses or liabilities, including reasonable attorneys'
fees, to which ROP may become subject in connection with District's negligence.
District shall provide evidence of general liability insurance of at least two million dollars
(\$2,000,000) and provide a certificate naming ROP as an additional insured party under
said policy.

5. Personnel Duties

The contracted ROP personnel will provide to the DISTRICT the following services:

- (a) To provide instruction in designated DISTRICT classes in compliance with

DISTRICT instructional policies, procedures, curriculum, and class schedule.

- (b) The instructor will work under the direct supervision of designated DISTRICT supervisor for the portion of time assigned for DISTRICT instruction,
- (c) The instructor will be responsible for:
 - 1. Effective teaching-learning environment
 - 2. Enrollment and student attendance
 - 3. Effective communication with ROP and DISTRICT staff

6. Other Provisions

- (a) Addenda and exceptions to this General Interagency Agreement are stated in Specific Interagency Agreement Attachments.
- (b) Terms and provisions of this General Interagency Agreement and any Specific Interagency Agreement Attachment may be changed at any time by mutual agreement of ROP and the DISTRICT.

CAPISTRANO-LAGUNA BEACH
REGIONAL OCCUPATIONAL
PROGRAM

CAPISTRANO UNIFIED SCHOOL
DISTRICT

Kimberly Thomason
Chief Executive Officer

Jodee Brentlinger
Assistant Superintendent, Personnel

Date

Date

Board Approval Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
CAPISTRANO-LAGUNA BEACH REGIONAL OCCUPATIONAL PROGRAM

2011–2016 MEMORANDUM OF UNDERSTANDING ADDENDUM

Annual Salary*	H&W Benefits	Statutory Benefits**	Additional Assignment	Total
\$52,285	\$9,948	6,096	\$500	\$68,829

- Instructor works an 8 hour professional work day
- Instructor works 182*** days calendar work year
 - 180 student days
 - One pre-service day
 - One post service day

*salary compensation subject to change based upon any modifications to the student school year calendar and/or regularly scheduled salary increases

**statutory benefits subject to change based upon any salary compensation changes

***work calendar subject to change based upon student school year calendar modifications

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: **OXFORD PREPARATORY ACADEMY CHARTER SCHOOL PETITION**

BACKGROUND INFORMATION

Oxford Preparatory Academy (OPA) submitted a petition on November 1, 2010 seeking sponsorship and approval of a charter school by the District. The charter petition proposes a K-8 school opening in September 2011 projecting an approximate enrollment of 528 students. OPA has also indicated a desire to operate an independent study program, serving an additional 100 students. Additionally, OPA submitted a request for facilities under Proposition 39 legislation, which has been addressed through a separate item at a special Board meeting on January 26, 2011.

In accordance with Education Code §47605 and Board Policy 0420.4, the Board held a public hearing on December 15, 2010, to consider the level of support for the petition by teachers employed by the District, other employees of the District, parents, and community members. Representatives from OPA and supporters of the charter petition addressed the Board voicing support for the petition.

CURRENT CONSIDERATIONS

During the last two months, a charter review team, comprised of representatives from Business, Personnel, and Education Services, worked in collaboration with OPA to review the charter petition. Throughout the process, ongoing dialogue with the lead petitioner took place, and served to clarify and modify areas that did not fully address or comply with acceptability criterion. The review team utilized the Charter School Review Matrix to ensure all critical areas were considered during the process. Additionally, a visitation by members of the team was made to the Chino Hills location of OPA, which opened in September 2010.

Education Code §47605(g) requires the petitioner to provide information regarding the proposed operation and potential effects of the school including, but not limited to, the educational program, the manner in which administrative services are to be provided, and potential civil liability effects, if any, upon the school and upon the school district. Financial statements, including a proposed first-year operating budget, startup costs, and cash flow and financial

projections for the first three years of operation also are required. This information was contained within the OPA petition, or obtained through subsequent communications with the lead petitioner, and included within revisions and submission of the final petition and operational memorandum of understanding (MOU) (Exhibit A).

This comprehensive analysis and review of the Oxford Preparatory Academy (OPA) charter petition resulted in the following findings:

1. The petition provides a reasonably comprehensive description of all required elements of a charter petition.
2. The petitioners are likely to successfully implement the program presented in the Petition.

Due to the size of the OPA petition, the document is posted online in the CUSD Board Agendas and Supporting Documentation page.

FINANCIAL IMPLICATIONS

Assuming that the costs of administrative oversight will be offset by the one percent revenue administrative charge to Oxford Preparatory Academy, the primary fiscal impact would be loss of ADA revenue for in-district students that attend Oxford, any special education encroachment costs for out of district students that attend Oxford, and the costs associated with satisfying Proposition 39 facilities obligations. These estimated amounts are shown below.

1. ADA Loss	\$900,000	Ongoing
2. Special Education	Not Determinable	
3. Proposition 39	\$500,000	One-time
	\$200,000	Ongoing

STAFF RECOMMENDATIONS

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, to present this item.

Following discussion, it is recommended the Board of Trustees consider approval of the OPA Charter School Petition and MOU for a three-year term beginning with the 2011-2012 school year.

DISCUSSION/
ACTION

MEMORANDUM OF UNDERSTANDING
By and between
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND OXFORD PREPARATORY ACADEMY CHARTER SCHOOL

This Memorandum of Understanding ("Agreement") is executed between the Capistrano Unified School District and Oxford Preparatory Academy, Inc., a California nonprofit public benefit corporation operating Oxford Preparatory Academy, a public charter school.

I. RECITALS:

- A. The Capistrano Unified School District (hereinafter referred to as "District") is a school district existing under the laws of the State of California.
- B. Oxford Preparatory Academy is a California non-profit public benefit corporation that operates Oxford Preparatory Academy (hereinafter referred to as "Charter School"), a public charter school existing under the laws of the State of California and under the supervisory oversight of Capistrano Unified School District. Oxford Preparatory Academy shall be responsible for and have all rights and benefits attributable to the Charter School, as further outlined herein. Where this Agreement obligates the Charter School to a particular course of action, Oxford Preparatory Academy shall also be so obligated.
- C. The District is the authorizing agency of the Charter School. This Agreement is intended to outline the agreement of Charter School and the District governing their respective fiscal and administrative responsibilities, their legal relationships and operation of the Charter School.
- D. Written modifications of this Agreement may be made by mutual agreement as set forth in Section A below. This Agreement was approved by the Board of Education of the District on _____ and by the Board of Directors of the Charter School on _____ and shall be effective upon execution until terminated in accordance with this Agreement. The executed and approved Agreement shall be provided to the District on or before [date of board approval of charter.]
- E. If the terms of this Agreement conflict with the terms of the Charter document ("Charter"), this Agreement will control the handling or resolution of the particular issue in question. The parties will meet to consider the Charter or Agreement to reach consistency, if necessary. In addition, if the Charter is silent on an issue addressed by this Agreement, this Agreement shall control.

II. AGREEMENTS

- A. Terms
 - 1. This Agreement will govern the relationship between the District and Charter School regarding the operation of the Charter School and the relationship of the District and Charter School.
 - 2. Any modification of this Agreement must be in writing, executed by duly authorized representatives of both parties, ratified by the respective Boards, and must indicate intent to modify or amend this Agreement.
 - 3. The duly authorized representative of Charter School is the Executive Director, or designee.

4. The duly authorized representative of the District is the Superintendent or any designee thereof. In order to ensure consistency in communications, all communication regarding any aspect of the operation of the Charter School shall be initiated by the designated representative of Charter School with the Superintendent of the District, unless the Superintendent delegates this function to another officer of the District.
5. The term of this Agreement shall be coterminous with the operation of the Charter granted to the Charter School on _____. This entire Agreement is subject to approval by the respective governing boards of the District and Charter School.
6. This Agreement shall terminate automatically upon closure of the Charter School for any reason, except as may be specified otherwise herein. "Closure" means that all legally required closure processes are completed.

B. Funding

1. The Charter School is eligible for state Block Grant Funding. In addition to a general purpose entitlement, this Block Grant Funding will include the Charter School's computed share of categorical programs listed in California Education Code section 47634. Block Grant Funding will be apportioned by Average Daily Attendance (ADA). The Charter School will be responsible for providing the State Department of Education with all data required for funding. The Block Grant Funding will not include:
 - a. Programs for which the Charter School is required to apply separately such as summer school or class-size reduction.
 - b. Special Education programs -- these funds are allocated to District as long as the Charter School functions as a public school of the District for purposes of special education. The Charter School understands that this requires it to contribute an equitable share of its charter block grant funding to support district-wide special education instruction and services costs, including the Charter School's special education costs.
 - c. Economic Impact Aid -- these funds are allocated separately, based on qualifying students.
 - d. Lottery funds -- the Charter School will be funded directly from the State through the District in addition to the Block Grant Funding, for their share of these funds. A portion of Lottery Funds must be spent on instruction, as dictated by the State.
2. The Charter School is eligible for Federal funding including, but not limited to: Title I, II, IV and VII, based on the qualification of the Charter School's students for such funding.
3. The Charter School shall elect to receive funding from the State directly, pursuant to Education Code section 47651.
4. The Charter School may receive funding from new or one-time funding sources available to schools or school districts provided by the State of California to the extent that the Charter School and its students generate

such entitlements. Additionally, the Charter School may apply for private grants.

5. Grants written by and obtained by the Charter School will come directly to the Charter School and not go through the District or be subtracted from the resources the District would otherwise have allocated to the Charter School.
6. In addition to the Block Grant Funding specified herein, the parties recognize the authority of Charter School to pursue additional sources of funding.
7. If the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of the Charter School, which it may do in its sole discretion, the District will receive a percentage of such funds to be allocated to the Charter School. The District will charge the maximum indirect costs as allowed under law or as specified by the specific funding source. Funds shall be allocated to the Charter School on a prorated basis related to the formula that generates the funds. For example, if funds are generated on a per eligible students basis, they shall be allocated to the Charter School on a per eligible student basis minus the administration fee (i.e., indirect cost fee) charged by the District.
8. The Charter School shall cooperate fully with the District in any applications made by the District on behalf of the students of Charter School.
9. Charter School agrees to comply with all applicable laws and regulations related to receipt and expenditures of such funds.
10. The District shall annually transfer to Charter School funding in lieu of property taxes in monthly installments on or before the fifteenth (15th) of each month pursuant to Education Code section 47635.
11. Charter School agrees that all loans received by the Charter School shall be the sole responsibility of Charter School and the District shall have no obligation for repayment.
12. Charter School agrees that all revenue obtained by the Charter School shall only be used to provide educational services and support consistent with its Charter and shall not be used for purposes other than those set forth in the approved Charter, this Agreement or any authorized amendments. All expenditures shall be in accordance with applicable law.
13. Charter School shall not be entitled to a share of additional operational funding pursuant to Education Code section 47636, subdivision (a), without agreement by the District.

C. Legal Relationship

1. The Parties recognize that Charter School is a separate legal entity that operates the Charter School under the supervisory oversight of the District.

2. Charter School shall be wholly responsible for the Charter School's operations and shall manage its operations efficiently and economically within the constraints of the Charter School's annual budget. The District shall not be liable for the debts or obligations of the Charter School, for claims arising from the debts or obligations of the Charter School or for claims arising from the performance of acts, errors, or omissions by the Charter School, and Charter School agrees to indemnify the District against any such claims as set forth in the Charter and this Section without regard to whether the District has performed the oversight responsibilities described in Education Code Sections 47604.32 and 47605(m). This indemnification clause shall survive termination of this Agreement.

Charter School shall not have the authority to enter into a contract that would bind the District, nor to extend the credit of the District to any third person or party. Charter School shall clearly indicate to vendors and other entities and individuals outside the District with which or with whom Charter School enters into an agreement or contract that the obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the District.

Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter "District" and "District Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, the Charter School's performance under this Agreement or the Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by the Charter School, its board of directors, administrators, employees, agents, representatives, volunteers, successors and assigns. This indemnity and hold harmless provision shall exclude actions brought by third persons against the District arising out of any intentional acts of the District and/or District Personnel or solely out of any acts or omissions of the District and/or District Personnel that are not otherwise related to or connected with the Charter School and/or its Personnel. This indemnification clause shall survive termination of this Agreement.

3. The Charter School will comply with all applicable state and federal laws, including, without limitation, the Ralph M. Brown Act (Gov. Code, § 54950 et seq.), the California Public Records Act (Gov. Code, § 6250 et seq.), and conflict of interest laws, including without limitation, the Political Reform Act (Gov. Code, § 87100) and Government Code section 1090 et seq.

The Charter School shall also comply with all applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Family Education Rights and Privacy Act of 1974 (20 U.S.C.A. §1232g), all applicable state and federal laws and regulations concerning the improvement of student achievement, including, without limitation, applicable provisions of the Elementary and

Secondary Education Act of 1965 (20 U.S.C.A. § 6301, et seq. as amended by the No Child Left Behind Act of 2001 (hereinafter the law, state and federal regulations referred to herein as "NCLB") and agrees to take appropriate remedial action if notified by the State of California of a violation of any of the foregoing.

4. Any complaints or concerns (including complaints filed with OCR, EEOC, or FEHA) received by the District about any aspect of the operation of the Charter School or about the Charter School shall be forwarded by the District to the Charter School. District may request that the Charter School inform the District of how such concerns or complaints are being addressed, and Charter School shall provide such information. Charter School shall handle its own uniform complaints pursuant to a Uniform Complaint Procedure adopted in accordance with California Code of Regulations, Title 5, Section 4600 et seq.

D. Fiscal Relationship

1. Oversight Obligations: District oversight obligations include, but are not necessarily limited to, the following:
 - a. Review and revision of this Agreement and any subsequent agreements to clarify and interpret the Charter and amendments to the Charter and the relationship between the Charter School and the District.
 - b. Monitoring performance and compliance with the Charter and with applicable laws, including, without limitation, by way of the following:
 - Visiting the Charter School at least once per year;
 - Ensuring that the Charter School submits the reports and documents identified in subsection (D)(1)(e) below;
 - Monitoring the fiscal condition of the Charter School;
 - Notifying the State of California upon the occurrence of any of the events described in Education Code section 47604.32(e).

Charter School shall promptly respond to all reasonable inquiries of the District, including, but not limited to, inquiries regarding its financial records.

- c. Any process conducted in compliance with Education Code section 47607 related to the issuance of a notice to remedy or other corrective notice related to the Charter School's operations, including document requests, hearings, notices, and investigations, and monitoring efforts to remedy operational problems identified by the District.
- d. Charter School may, upon request, process Charter School STRS and PERS through the District in accordance with Education Code § 47611.3.
- e. For purposes of fiscal oversight and monitoring by the District, Charter School shall provide the District with a copy of the following documents, data and reports, in the form and at the times specified.

(A) Student Data

The Charter School shall submit student enrollment projections to the District by May 1 of the preceding school year each year. During the school year, monthly enrollment and ADA reports with respect to the Charter School shall be provided to the District. Charter School shall annually provide the District a list of names and addresses of students enrolled along with the school district of residence of each respective student no later than September 1 of each year.

Charter School shall maintain contemporaneous written records of enrollment and ADA and make these records available to the District for inspection and audit upon request. Charter School shall provide copies of the P-1, P-2, and annual state attendance reports to the District by January 15, April 30, and June 30, respectively, each year. Copies of amended state attendance reports, if any, shall be provided to the District within 3 weeks of discovery of the need for an making such an amendment. In addition, the Charter School shall provide all necessary information required to be submitted to the California Basic Education Data System (CBEDS) by no later than October 31 of each year, including the R-30 Report. Such reports must be generated using the required Standardized Account Code Structure (SACS) and Attendance Reporting software. Charter School shall ensure that coding of student information conforms to District student information system requirements.

The Charter School's student discipline policies shall be provided to the District annually, by September 1 of each year, and as updated.

(B) Personnel Data/Credential Data

Actual staffing data shall be provided to the District on an annual basis and prior to commencement of each school year. Teacher credentials, clearances, and permits shall be maintained on file at the Charter School and shall be subject to periodic inspection by the District. Copies of credentials and a list of teaching/class assignments for each teacher shall be provided to the District by the Charter School at the commencement of each school year and no later than September 15, and whenever any changes in credentials or assignments occur during the school year, along with written verification by the Charter School that credentialing requirements imposed on the Charter School under NCLB have been met. Charter School shall also provide to the District at the commencement of each school year and no later than September 15, all available information to demonstrate compliance with Education Code section 44237 for Charter School employees.

(C) Budget/Financial Data

Budget Data:

A preliminary budget shall be provided to the District and the

Orange County Department of Education for review by no later than July 1 of each year. All key budget variables, including revenue, expenditure, debt, beginning and ending balance variables shall be defined, and the budget shall be accompanied by summary certificated and classified employee salary data, and health benefit plans and policies as supporting documents.

A copy of the adopted budget shall be provided to the District by no later than July 15 of each year. Copies of budget revisions shall be provided to the District within two weeks of revision, upon approval by the Charter School Board of Directors.

A copy of any revisions to Charter School budget guidelines, policies, and internal controls shall be provided to the District within four weeks of adoption of revisions, and then, followed by annual updates.

Cash Flow Data:

District shall be notified at least three weeks in advance of Board of Directors action to incur short or long term debt on behalf of the Charter School, and financing documents shall be made available for District review upon request.

Financial Data:

Bank account reconciliations for the Charter School will be the responsibility of Charter School.

The First Interim Financial Report shall be provided to the District by December 1 and the Orange County Department of Education by December 15 of each year, and shall reflect changes through October 31; the Second Interim Financial Report shall be provided to the District by March 15 and the Orange County Department of Education by March 15 of each year, and shall reflect changes through January 31.

The Unaudited Actuals Financial Report shall be provided to the District and the Orange County Superintendent of Schools by September 15 of each year.

The Charter School shall provide the District written notice of any financial decision with an impact of \$50,000 or greater, including contracts and loans, with at least ten working days notice prior to entering into such financial agreements.

Financial Audit:

Charter School shall provide a copy of the Charter School's Audited Financial Report to the District, the Orange County Department of Education, the State Controller, and the California Department of Education by December 15 of each year. Audit exceptions or deficiencies identified in the audit report shall be

addressed by the Charter School through the development of a remediation plan outlining how and when they will be resolved, subject to District approval. The remediation plan will be provided to the District by January 15 of each year or within 4 weeks following the finalization of the Audited Financial Report, whichever is later. Failure to obtain an approved remediation plan will be considered fiscal mismanagement within the meaning of Education Code section 47607(c)(3).

(D) Governance Data/Meeting Information

Copies of meeting agendas for meetings of the Charter School Board of Directors shall be posted to the Charter School facility and website at the time they are distributed to the public pursuant to the Brown Act. Copies of meeting minutes shall be posted at the facility and to the Charter School website within 5 days after their approval by the governing board. Charter School shall provide the District with notice of all meetings by providing copies of agendas at the same time the agenda is posted and will provide copies of minutes to the District from each meeting upon approval of same.

The Charter School shall annually (on or before July 1 of each year) send to the District a list of its directors and officers, and shall notify the District within 30 days of any change in the composition of these directors and officers.

(E) Personnel Policies

A copy of Charter School Employee Handbook shall be provided upon commencement of the first school year and annually thereafter by September 1.

(F) Risk Management Data

Copies of all policies of insurance and memoranda of coverage shall be provided by Charter School to the District annually by no later than two weeks prior to the commencement of school.

A copy of the Charter School Health and Safety Plan shall be provided to the District at least annually no later than two weeks prior to the commencement of school.

(G) Programmatic/Performance Audit

Charter School will prepare an annual performance report and shall provide all information necessary to demonstrate that the Charter School is pursuing adequately and/or meeting the applicable accountability standards described in the NCLB, including adequate yearly progress, as defined by the State of California. The report shall also include: an analysis of whether student performance is meeting the goals specified in the Charter, using data displayed on a school-wide basis and disaggregated by major racial and ethnic categories to the extent feasible without compromising student confidentiality; an overview of the Charter School's admissions practices during the year and data regarding

the numbers of students enrolled and the number on waiting lists; analysis of the effectiveness of the Charter School's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints. The performance audit shall be provided to the District by December 31 of each year.

(H) Instructional Materials

Charter School shall provide a list of core instructional materials by grade and content annually, no later than two weeks prior to the commencement of each school year.

(I) Other

Charter School shall provide such other documents, data and reports as may be reasonably requested or required by the District or the Orange County Department of Education.

- f. Data required to be submitted pursuant to this Section shall be submitted in electronic form if requested by the District.
 - g. Charter School shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public school finance and fiscal management. In keeping with GAAP, Charter School must maintain a minimum reserve for economic uncertainties (designated fund balance) of at least 3% of year end expenditures of the Charter School.
2. Oversight Fees. The Charter School shall pay the District actual costs of oversight, up to one percent (1%) of the Charter School revenues. "Charter School revenue" means the general purpose entitlement and categorical block grant, as defined in subdivisions (a) and (b) of Section 47632. The District will deduct this amount from the annual in-lieu property tax transfer.
3. Administrative Services. Charter School has the obligation to provide all administrative services necessary to operate the Charter School. Charter School may provide these services directly or may contract with a third party to provide services, including the District. If the Charter School purchases services from a third party other than the District it shall ensure that the District is able to access all information regarding Charter School maintained by the third party service provider.

E. Special Education Services

1. School of District. Pursuant to Education Code section 47641, subdivision (b), the Charter School is currently a school of the District for purposes of compliance with federal and state special education laws. The District operates its own Special Education Local Plan Area ("SELPA"), such that references in this section to District and SELPA are interchangeable for purposes of this Agreement. The Charter School agrees to cooperate with the District to jointly discharge all District and Charter School obligations and duties created by special education laws, including but not limited to the Individuals with Disabilities Education Improvement Act, ("IDEA") 20 U.S.C.

§§ 1400 et seq., and implementing regulations and Education Code §§ 56000 et seq. and implementing regulations.

2. LEA Status. While the Charter School has the option to be deemed a Local Educational Agency (LEA) for special education purposes, pursuant to the Charter and Education Code Section 47641, the Charter School has elected to operate as a school of the District. If at any time the Charter School wishes to become its own LEA, the Charter School agrees to first seek material revision of its charter. The Charter School also agrees to provide the notice required by California Department of Education guidelines and the law, verifiable written assurances of its ability to fulfill all obligations in this capacity and its participation as an LEA member in a special education local plan area (SELPA) approved by the State Board of Education. If, in the future, the Charter School becomes its own LEA and joins another SELPA, the Parties agree that the obligations under this Agreement shall be terminated. In such event, the Parties recognize that as an LEA member of another SELPA, the Charter School would be solely responsible for all aspects of compliance with State and Federal special education laws, including but not limited to the IDEA, Education Code §§ 56000 et seq., and their respective implementing regulations, and all related financial obligations and rights of the Charter School shall arise solely pursuant to its relationship with such other SELPA. In the event that the Charter School decides to become an independent LEA member of another SELPA, or anything other than a school of the District for purposes of special education, the Charter School shall immediately notify the District in writing, through the required process, and within required legal timelines. Until such time as the Charter School is operating as its own LEA as a member of another SELPA, the following provisions govern the provision of Special Education services to Charter School students.
3. No Discrimination. No student shall be denied admission due to disability.
4. Compliance with IDEA. The Charter School, as a public school, has a responsibility to comply with the IDEA and State special education laws for students enrolled at the Charter School.
5. Compliance with SELPA Policies. As a school of the District for purposes of special education, the Charter School shall also comply with all District and SELPA policies, procedures and other requirements regarding special education. The SELPA shall provide all District and SELPA Policies, Procedures and Forms regarding special education to Charter School on the same basis as it provides such information to other schools of the District. At least annually, and as further required by District, the Charter School shall be responsible for reviewing pertinent information from the Policies, Procedures, and Forms with all Charter School staff at one or more staff meetings, including explanation of any updates or revisions thereto. The Charter School will collaborate with District special education staff in developing its staff training and may request their assistance in preparing for the training. The Charter School, however, shall be solely responsible for preparation of materials, for conducting their staff review annually, and for ensuring Charter

School staff understand SELPA Policies, Procedures and Forms. The Charter School shall provide copies of sign in sheets from staff meetings where Policies, Procedures and Forms related to special education are reviewed to the District's Director of Special Education.

6. SELPA Forms. The Charter School shall utilize District SELPA forms and the District's on-line IEP application, currently GENESEA, for development and revision of all IEPs.
7. Training. The District will notify the Charter School of any scheduled special education training sessions which include staff from other public schools within the District. A Charter School Administrator and/or special education director and other appropriate staff will attend District special education training sessions. The Charter School shall provide planned staff development activities and report thereon at least annually to the SELPA.
8. Student Study Teams. The Charter School agrees to implement a process (e.g. a Student Study Team) to monitor and guide referrals of general education students for special education evaluation and services, such that general education interventions are utilized and exhausted before any staff at Charter School refers the student for a special education evaluation. The Charter School understands that this process and any interventions employed prior to a referral for special education evaluation are general education functions that are the Charter School's sole responsibility.
9. Child Find ("Search and Serve" Notices). The Charter School must include a notice at the beginning of the year and at the semester in a publication to parents of Charter School students notifying them of the responsibility to "search and serve" students who need or are believed to need special education services. The text of the notice shall be given to the Charter School prior to the beginning of each school year by the District's Director of Special Education. Said Director shall be named, including contact information, and shall be the contact person for parents of Charter School students inquiring about special education evaluation, eligibility, and/or services. Each semester, the Charter School shall notify the District's Director of Special Education of all regular education students that either required interventions beyond the Charter School's regular programming or were placed on modified curriculum at the Charter School. If the text of the notice is not timely provided, Charter School shall provide a notice which meets state and federal requirements.
10. Public School of the District for Purposes of Special Education. The Charter School and the District intend that the Charter School will be treated as any other public school in the District with respect to the provision of special education services, including allocation of resources and duties between on-site staff and resources and District administrative staff and resources and funding. The District and the Charter School agree to allocate responsibility for the provision of services and funding (including but not limited to

identification, evaluation, Individualized Education Program (IEP) development and modification, and educational services) in a manner consistent with current allocation between the District and its other public school sites. Where particular services are generally provided by staff at the local school site level, the Charter School agrees to provide said staff and programming, to be funded in the same manner as similar staff at other District school sites; where particular services are provided to the school by the central District office, the District agrees to make those services available to the Charter School in a similar fashion. If the Charter School needs additional District staff time, consultation or other services that are over and above what the District provides to other public school sites within the District, the Charter School may request those additional services in writing from the District's Director of Special Education on a fee for service basis.

11. Division and Coordination of Responsibility. The Charter School and the District intend to jointly and collaboratively ensure that all students entitled to special education services will receive those services. The District acknowledges it is obligated to provide special education services in compliance with the IDEA and Education Code to eligible Charter School students to the same extent as it provides special education services to eligible students at other public schools of the District. The Charter School acknowledges it obligated to cooperate with and assist the District in ensuring that eligible Charter School students receive the special education services to which they are entitled, in compliance with each child's IEP. Special education services will be offered at the Charter School or elsewhere in the District based upon each student's IEP. To the extent that the agreed upon IEP requires educational or related services to be delivered by staff other than the Charter School staff, the District shall provide and/or arrange for such services in the same manner as at other District schools. District services shall include consultative services by District staff to Charter School staff in the same manner that District staff consults with staff at other District schools. If needed due to limited special education staff, the District may seek out contracts with other school districts, companies or organizations for this purpose. The Charter School and District shall meet annually to ensure a common understanding of the allocation and coordination of responsibilities in accordance with District practice.
12. Identification and Referral. The Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that may qualify them to receive Special Education services. The Charter School, with the assistance of the District, will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and SELPA policy. The Charter School shall be solely responsible for promptly obtaining the cumulative files, prior and/or current IEPs and other special education information on any student enrolling from a non-District school.

13. Assistance with Identification. The District shall provide the Charter School with any assistance that it generally provides its other public schools in the identification and referral processes. The District will ensure that the Charter School is provided with notification and relevant files of all students transferring to the Charter School from a District school who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools.
14. Assessments. District staff shall make the determination as to when and what assessments are necessary, including assessments upon referral, annual assessments and triennial assessments, in accordance with the District's policies and procedures, and applicable laws. The Charter School shall not conduct any assessments or agree to fund any assessments without prior written approval of the District.
15. IEP Meeting. The Charter and District shall arrange necessary IEP meetings in accordance with the District's policies, procedures and applicable law. The Charter School shall be responsible for having a designated Charter School administrator, Charter School general education teacher(s), and any special education providers employed by the Charter School (if applicable) who is/are knowledgeable about the student's education program at the Charter School in attendance at all IEP meetings. The District shall be responsible for having all required special education staff and/or District providers at each IEP meeting for a Charter School student.
16. IEP Team Decisions. Decisions regarding initiation, determination, or change in eligibility, areas of need, present levels, goals/objectives, services, program, placement and exit from special education shall be made by the IEP team. Team membership shall be in compliance with state and federal law and shall include the designated representative of the Charter School (or designee) and the designated representative of the District (or designee). The District shall provide special education services and placements to all eligible Charter School students in accordance with the policies, procedures and requirements of the District, and state and federal law. The Charter School shall ensure each Charter School student's IEP is understood and fully implemented by Charter School staff who work with the student, including, where applicable, all accommodations, modifications, supports for instruction, goals and objectives, services, data collection and progress reporting. The Charter School understands it is obligated to implement students' IEPs fully, even where doing so requires some deviation from the Charter School's regular educational program and/or philosophy.
17. Exclusions from IDEA. The Charter School acknowledges that under the IDEA, a child shall not be determined to be a child with a disability eligible for Special Education if the determinant factor is: (a) lack of appropriate instruction in reading, including in the essential components of reading instruction as referenced in the IDEA; (b) lack of instruction in math; or (c) limited English proficiency. (20 U.S.C. § 1414, subd. (b)(5)(A-C).)

18. Initial IEP Meeting. For students who enroll in the Charter School with a current IEP from another SELPA, the District and the Charter School shall conduct an IEP meeting within 30 days, in accordance with applicable law. The Charter School shall notify the District of such students prior to their enrollment in the Charter School, but in no case shall enrollment be determined based on the contents of a child's IEP. For such students who were previously enrolled in the District, the District agrees to forward the student's cumulative file including all Special Education files to Charter School within 10 school days of District receipt of notice of the student's intention to enroll in the Charter School. The District will consult with the Charter School to facilitate student transitions to the Charter School, where appropriate, in the District's discretion, and the District will convene a transition IEP meeting if it deems such to be appropriate.
19. Least Restrictive Environment. Special Education services will be offered at the Charter School or elsewhere in the District based upon each student's IEP, with due consideration of provision of such services in the least restrictive environment. To the extent that the agreed upon IEP requires educational or related services to be delivered by staff other than the Charter School staff the District shall provide and/or arrange for such services in the same manner as at other District schools. If needed, the District may seek out contracts with other school districts, companies, or organizations, at its discretion, to serve Charter School students. The Charter School shall cooperate with and assist the District in providing any such vendored services to Charter School students at no additional cost to the Charter School.
20. Complaints. In consultation with Charter School, the District shall address/respond to/investigate all complaints received under the Uniform Complaint Procedure regarding compliance with Special Education. The Charter School shall notify the District within 24 hours of receiving any complaint, whether oral or written, regarding special education.
21. Due Process Hearings. In consultation with Charter School, the District may initiate a due process hearing regarding a student enrolled in Charter School, as the District determines is legally necessary to meet responsibilities under federal and state law special education laws. The Charter School shall cooperate with the District and assist when necessary, to prepare, file and prosecute the case. In the event that the District determines that legal representation is needed, the District and Charter School shall be jointly represented by District legal counsel, unless there is a conflict of interest. In case separate counsel is needed by the Charter School, the Charter School may select such counsel, and shall be solely responsible for the costs of its legal counsel. Charter School staff and administrators shall cooperate in the prosecution as needed, even if represented by separate counsel.
22. Cooperation on Representation. The District and Charter School shall also work together to prepare and defend any case filed against the Charter School and/or District regarding a special education eligibility, placement or services provided to a student enrolled in the Charter School. In the event

that the District determines that representation from legal counsel is needed, the District and Charter School shall be jointly represented by District's legal counsel, unless there is a conflict of interest, in which case the Charter School may select such counsel. In the case the Charter School retains legal counsel, it shall be solely responsible for the costs of its legal counsel. Charter School staff and administrators shall cooperate in the defense as needed, even if represented by separate legal counsel.

23. Transfer of Special Education Apportionment Directly to District. The Parties agree that, pursuant to the division of responsibilities set forth in this Agreement, the Charter School has elected the status of any other public school in the District for the purposes of special education services and funding, and the District has agreed to provide special education services to Charter School students, consistent with the services it provides to students at its other public schools. Consistent with this division and coordination of responsibility, all funds apportioned to and received by the Charter School for special education services, including any and all funds apportioned to the Charter School through the SELPA, and any and all state or federal funds for special education services otherwise apportioned to the Charter School, shall be forwarded to and retained by the District. In exchange, the Charter School shall receive an equitable share of funding and services consisting of either or both of the following, in the District's sole discretion:

- a. State and federal funding provided to support Special Education instruction or designated instruction and services or both provided or procured by the Charter School that serve pupils enrolled in and attending the Charter School.
- b. Any necessary Special Education services including administrative and support services and itinerant services that are provided by the local educational agency on behalf of pupils with disabilities enrolled in the Charter School.

24. Charter School Fair Share Contribution to Unfunded Special Education Costs Incurred by District. Each school year, the Charter School will contribute an equitable share from its charter school block grant funding to the unfunded special education costs incurred by the District that year, and paid by the District out of its general fund, as its contribution to district-wide special education instruction and services that is unfunded, referred to herein as "encroachment." The Charter School's equitable share of the District's prior year unfunded special education costs shall be charged to the Charter School on a prorated basis, based upon the number of students enrolled at the Charter school that year compared to District-wide enrollment, recalculated annually. The formula for calculating the Charter School's equitable contribution is as follows: Total District encroachment divided by District-wide ADA multiplied by Total charter School ADA, including all students, regardless of home district. No prorated adjustment will be made for students who leave or who enroll in the Charter School during the academic year after P-2. The fair share contribution owing to the District shall be offset by any

necessary and allowable special education costs the Charter School funds out of its general budget that are above and beyond the amount of local, state and federal special education funds Charter School students generate, if any, provided that such costs have been approved by the District in writing prior to being incurred by the Charter School. The Charter School's fair share contribution to encroachment will be deducted from the District's annual in-lieu property tax transfer. Such amount will be determined by the District by May 1 of the preceding school year.

25. Notice of Allegations of Noncompliance. Within one business day of the time any correspondence related to allegations of any noncompliance with special education obligations of the Charter School or SELPA (excluding routine correspondence specific to an individual student's instructional program) are sent or received by the Charter School, the Charter School shall provide the District's Director of Special Education, or designee, copies of such correspondence.
26. Discipline. The Charter School acknowledges it is obligated to and will ensure that its student discipline procedures for suspension and expulsion of students with disabilities are in full compliance with State and Federal special education law. The Charter School shall notify the District's Director of Special Education whenever the Charter School intends to suspend, expel, or otherwise change the placement of a student currently receiving special education, or for whom the Charter School has a basis of knowledge may be eligible for special education, prior to making such a decision. The Charter School shall consult with and consider recommendations, if any, from the SELPA Director or District Special Education Director when considering any disciplinary action against special education students, including suspension (whenever feasible) and all expulsions, without exception. The Charter School shall notify the District's Director of Special Education, or designee, in writing of all suspensions and expulsions of students eligible for special education within 24 hours of the discipline recommendation. The Charter School understands and acknowledges that prior to imposing any discipline on a special education student that would constitute a change in placement under the IDEA or implementing state law and regulation, a manifestation determination must first be convened to determine whether the violative conduct was a manifestation of the student's disability or caused by a failure to implement the student's IEP. In that case, the Charter School understands the student must be allowed to remain at the Charter School.
27. Revocation of Consent. The Charter School will ensure that it receives a written revocation of consent from an eligible Charter School student's parent or guardian if, at any time subsequent to the initial provision of special education and related services to the student, the parent or guardian of that student wishes to withdraw that student from special education. Such revocation of consent for the continued provision of special education and related services must be in writing. Should a parent or guardian revoke consent to special education and related services in writing, the Charter School understands that District and the Charter School may not continue to

provide special education and related services to the child after providing prior written notice to the parent in accordance with Section 300.503 of the Title 34 of the Code of Federal Regulations. The Charter School agrees to forward any such written revocation of consent to the District's Director of Special Education within one business day of receipt.

28. Recordkeeping. The Charter School shall maintain copies in students' files of all correspondence, including e-mails, between the Charter School and parents relating to student discipline of students with disabilities, and of correspondence regarding special services and IEP implementation, including any requests for services, inquiries, referrals, progress reports, and responses.

F. Section 504 of the Rehabilitation Act of 1973

1. The Charter School shall be responsible for its compliance with Section 504 of the Rehabilitation Act of 1973 ("Section 504"). The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of the disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. Any student who has an objectively identified disability which substantially limits a major life activity such as learning is eligible for accommodation by the Charter School.
2. The Charter School shall adopt a Section 504 policy, procedure and forms. District shall provide Charter School with copies of its policies, procedures and forms, as revised, for implementation of Section 504 obligations, if the Charter School so requests.
3. By September 1 of each year, the Charter School shall designate a Charter School representative responsible for Section 504 compliance and notify the District's Director of Student Services in writing of the responsible individual, provided that no additional notice is required if the person designated remains the same. The designated Charter School representative should be an employee and shall notify the District's Director of Student Services within one business day after a student eligible under Section 504 withdraws from the Charter School, including notice of the school in which the student enrolled in following withdrawal from the Charter School, if known, and the student's District of residence, based upon the student's last known address.
4. In the case of pending student discipline of an eligible student who receives Section 504 accommodations, the Charter School will ensure that it follows procedures to comply with the mandates of State and Federal laws for considering disciplinary action against disabled students. Prior to recommending expulsion of a Section 504 student, the Charter School will convene a review committee to determine whether the student's misconduct was a manifestation of his or her disability, whether the student was appropriately placed and receiving the appropriate services at the time of the misconduct, and/or whether behavior intervention strategies were in effect

and consistent with the student's Section 504 plan. The Charter School may proceed with an expulsion only if it is determined that the student's misconduct was not a manifestation of his/her disability and that the behavior intervention strategies were in effect and consistent with the student's Section 504 plan. The Charter School acknowledges and understands that it shall be solely responsible for such compliance.

5. The District will invite the Charter School staff to district-wide trainings and in-service opportunities regarding appropriate modifications and accommodations to be provided to Charter School students with disabilities under Section 504 on the same basis as it provides such support to other schools of the District.

G. Student Application/Registration/Records/Withdrawal

1. The Charter School shall adopt Student Application and Registration forms that include questions about whether the student is currently receiving or has ever received any type of special services (e.g. special education, IEP, Section 504 plan, accommodation plan), or has been expelled from a school district.
2. The Charter School shall use a Records Request form to request pupil records from the prior school of attendance for all students who indicate an intention to enroll in the Charter School.
3. Within 24 hours of any District resident student's expulsion, withdrawal, or disenrollment from the Charter School for any reason during the school year, the Charter School shall notify the District's Director of Student Services of the student's name, date of expulsion, withdrawal or disenrollment, the reason for such separation, and the student's next school/district of attendance. The Charter School shall comply with Education Code section 47605(d)(3) in terms of providing notice of expulsion, withdrawal, or disenrollment of students who reside in other school districts.

H. General and Special Education – Discipline and Documentation

The Charter School shall maintain copies in student files of all correspondence, including e-mails, between the Charter School and parents relating to student discipline and special services, including any requests for services, inquiries, referrals, and responses.

I. Insurance and Risk Management

Charter School will obtain its own insurance coverage to cover the operations of the Charter School and shall supply the District certificates of insurance, with proof of insurance of at least the types and amounts recommended by the District's insurer based upon the standard coverage for a school of similar size and location, as initially outlined below, which may change annually based on, among other factors, size and location of the Charter School subject to District agreement to such change.

1. Comprehensive or commercial general liability insurance with limits not less than Three Million Dollars (\$3,000,000) each occurrence combined single limit for bodily injury and property damage and not less than

\$24,000,000 excess liability insurance..

2. Comprehensive or Business Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage including coverage for Owned, Non-owned and Hired Vehicles, as applicable.
3. Workers' Compensation, with Employer's Liability limits (including employment practices coverage) not less than One Million Dollars (\$1,000,000) each occurrence.
4. Abuse and Molestation- \$1,000,000 per occurrence.
5. Professional Liability (Errors and Omissions) Insurance (including employment practices coverage) with limits not less than One Million Dollars (\$1,000,000) each occurrence.
6. If any policies are written on a claims-made form, the Charter School agrees to maintain such insurance continuously in force for three years following termination or revocation of the Charter or extend the period for reporting claims for three years following the termination or revocation of the Charter to the effect that occurrences which take place during this shall be insured.
7. The Charter School shall be responsible, at its sole expense, for separately insuring its personal property.
8. The Charter School shall add the District as a named insured on all of its insurance policies.

J. Human Resources Management

1. All staff working at the Charter School are employees of Charter School. Charter School shall have sole responsibility for employment, management, salary, benefits, dismissal and discipline of its employees.
2. Charter School will be considered the public school employer pursuant to the Educational Employment Relations Act.
3. The Charter School agrees to comply with applicable federal statutory and regulatory requirements for highly qualified teachers and paraprofessionals used for instructional support as set forth in NCLB.

K. Transportation

All responsibility for transportation services, if offered, will be provided by Charter School, including transportation for field trips.

L. Nutritional Services

The Charter School will be responsible for providing its own food services, if any.

M. Educational Program

1. Subject to District oversight and compliance with its Charter and

applicable state and federal law, including, without limitation, NCLB, IDEA, state law on the education of students with disabilities, and Section 504, Charter School is autonomous for the purposes of, among other things, deciding the Charter School's educational program with the understanding that the educational program shall comply with the Charter.

2. The Charter School calendar and daily agenda shall be submitted annually to the District for review and verification of compliance with instructional day and minutes requirements. Any calendar changes will be provided to the District by March 1 prior to the beginning of a new school year.
 3. It is understood that the Charter School shall meet or pursue the Adequate Yearly Progress (AYP) provisions and other applicable accountability provisions of Title I, Part A of NCLB.
- N. Facilities. The Charter School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with Title 24 of the Building Standards Code, as enforced by the local planning jurisdiction, or the Field Act. The facilities shall meet the requirements of the Americans with Disabilities Act and shall be approved by the local fire marshal for the use intended. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills monthly and shall maintain records of such drills. The Charter School shall not establish more than one site or facility without seeking material revision of its Charter document from the District's Board. Should the Charter School wish to utilize District facilities, the Charter School understands and acknowledges that a separate, annual request and agreement will be required
- O. Renewal. The parties recognize that the Charter School will be required to meet at least one of the academic performance criteria set forth in Education Code section 47607(b) as a condition for renewal unless this requirement is changed by the Legislature. If Charter School intends to apply for a renewal of its charter, it must submit its petition no later than six (6) months in advance of the end of its current term. In addition to satisfying all applicable legal criteria found in Education Code § 47607, the Charter School shall demonstrate that it is fiscally sound, has operated in full compliance with its Charter, and has honored the terms of this MOU.
- P. Response to Requests. Pursuant to Education Code section 47604.3, the Charter School shall respond promptly to all reasonable written requests of the District.
- Q. Legal Counsel. The Charter School shall retain the right to use its own legal counsel and will be responsible for procuring such counsel and associated costs.
- R. Enrollment of Expelled Students. Neither the Charter School nor the District shall be obligated to accept enrollment of any student who has been expelled from the other entity during the term of the expulsion except as may be required by federal or state law.
- S. Provision of Documents. With both parties understanding that some state, federal and county documents directed toward the Charter School may be mailed to the District, the District agrees to pass on such documents and forms to the

Charter School in a timely manner, so it may complete its legal obligations. The Charter School has full responsibility for the forms and documents it receives directly and those which it must access on the internet on its own.

- T. Non-Assignment. Neither party shall assign its rights, duties or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other party. The replacement of the Charter School with any other nonprofit corporation or other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and approval of the District pursuant to applicable provisions of the Education Code.
- U. Severability. If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- V. Reimbursement of Mandated Costs. Charter School shall seek reimbursements of its mandated costs, if any, directly from the State.
- W. Dispute Resolution. All disputes regarding this Agreement shall be resolved in accordance with the dispute resolution provision included in the charter; provided, however, that disputes related to revocation of the Charter or acts or omissions of the Charter School that constitute grounds for revocation of the charter shall be handled pursuant to Education Code section 47607.
- X. Enforcement of Agreement. It is understood and agreed that any violation of the Agreement is subject to the provisions of Education Code section 47607(c), and the terms of the Agreement may be enforced by civil action. If any action is necessary to enforce or interpret the terms of this Agreement, the prevailing party or parties (as determined by the Court) in such action shall be entitled to its/his/her reasonable attorneys' fees and costs, including court costs and expert fees, whether or not such proceeding is prosecuted to judgment.

This represents the full and final agreement between Charter School and the District and shall only be modified in writing by the mutual agreement of the parties.

Dated: _____

Dated: 2-24-11

Superintendent

Capistrano Unified School District



Sue Roche, Executive Director

Oxford Preparatory Academy Charter School

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: **PUBLIC HEARING: PUPIL-TO-TEACHER WAIVER REQUEST FOR
CAPISTRANO CONNECTIONS ACADEMY CHARTER SCHOOL**

BACKGROUND INFORMATION

Capistrano Connections Academy Charter School (CapoCA) was initially approved by the District in June of 2004, and subsequently renewed for a five year period in May, 2009. CapoCA provides educational services outside of the traditional classroom setting by offering a full-time independent study format and online coursework.

Charter schools providing independent study programs are required to follow applicable Education Code §51745-51749 and the independent study regulations (California Code of Regulations, Title 5, §11700-11705). Education Code §51745.6 and CCR, Title 5, §11704 and portions of §11963.4(a)(3) govern the maximum charter school pupil-to-teacher ratio allowable for funding purposes. These regulations establish minimum requirements for average daily attendance(ADA)-to-teacher ratios in independent study that apply to non-classroom based charter schools. The ratio may be calculated by using a fixed ADA-to-certificated-employee ratio of 25:1.

The waiver process allows a charter school to request a pupil-to-teacher ratio of up to 10 percent higher than that which is statutorily required (from 25:1 to 27.5:1). The purpose of the waiver request of Education Code §51745.6 is to provide a quality educational program which is “reasonably comparable” to that provided to students who attend regular classrooms, and may also be considered appropriate if the purpose of the higher ADA-to-teacher ratio is to redirect resources to pay for other services for the direct benefit of students in independent study.

Current state law requires that the sponsoring district approve and apply for the waiver on behalf of the charter school. In order to apply for a waiver the following conditions must be met:

- A public hearing must be conducted before the Board.
- The Charter School Board of Directors should have approved the waiver request.
- The CUSD Board of Trustees must approve the waiver request.

Because CapoCA is an independent charter school, the usual requirements for consultation with

the bargaining unit and a School Site Council are not applicable. The approval of the charter school board of directors is recommended and was received at the Capistrano Connections Academy board meeting held on January 25, 2011.

CURRENT CONSIDERATIONS

CapoCA wishes to apply for a waiver to allow pupil-to-teacher ratio to be increased from 25:1 to 27.5:1 for the 2010-2011 and 2011-2012 school years (Exhibit A).

Given the budget constraints caused by the current financial crisis, CapoCA proposes to implement needed budget cuts by fully utilizing such efficiencies offered by on-line education. If the school does not meet its Academic Performance Index growth targets during the years it offers the increased student- to-teacher ratio, it will not re-apply for the waiver.

Approval of the waiver request affects the charter school only.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATIONS

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, who will present this item on behalf of Capistrano Connections Academy Charter School.

Following discussion it is recommended the Board of Trustees approve the Pupil-To-Teacher Waiver Request for Capistrano Connections Academy Charter School.

DISCUSSION/
ACTION

CALIFORNIA DEPARTMENT OF EDUCATION
GENERAL WAIVER REQUEST

GW-1 (Rev. 10-2-09)

<http://www.cde.ca.gov/re/lr/wr/>

REVISIT
3-4-11

First Time Waiver: X

Renewal Waiver:

Send Original plus one copy to:
Waiver Office, California Department of Education
1430 N Street, Suite 5602
Sacramento, CA 95814

Send Electronic copy in **Word** and
back-up material to: waiver@cde.ca.gov

		CD CODE						
		3	0	6	6	4	6	4
Local educational agency: Capistrano Unified School District on behalf of Capistrano Connections Academy		Contact name and Title: Frances Sassin Business Manager, California Connections Academy schools and Julie Hatchel, Assistant Superintendent, Education Services, Capistrano Unified School District					Contact person's e-mail address: fsassin@sbcglobal.net jhatchel@capousd.org	
Address: (City) (State) (ZIP) 33122 Valle Rd San Juan Capistrano CA 92675		Phone (and extension, if necessary): (949) 461-1667 X328 Fax Number: (949) 425-8791						
Period of request: (month/day/year) From: 7/1/2010 To: 6/30/2012		Local board approval date: (Required) March 8, 2011					Date of public hearing: (Required) March 8, 2011	
LEGAL CRITERIA								
<p>1. Under the general waiver authority of <i>Education Code</i> 33050-33053, the particular <i>Education Code</i> or <i>California Code of Regulations</i> section(s) to be waived (number): Circle One: <i>EC</i> or <i>CCR: BOTH</i> <i>California Education Code</i> Section 51745.6, and <i>California Code of Regulations</i>, Title 5, sections 11704, and portions of 11963.4(a)(3). Topic of the waiver: Pupil to Teacher Ratio for Independent Study Charter Schools</p>								
<p>2. If this is a renewal of a previously approved waiver, please list Waiver Number: <u> </u> and date of SBE Approval <u> </u> Renewals of waivers must be submitted two months before the active waiver expires.</p>								
<p>3. Collective bargaining unit information. Does the district have any employee bargaining units? <u>X</u> No <u> </u> Yes If yes, please complete required information below: See comment below</p> <p>Bargaining unit(s) consulted on date(s): Name of bargaining unit and representative(s) consulted: The position(s) of the bargaining unit(s): <u> </u> Neutral <u> </u> Support <u> </u> Oppose (<i>Please specify why</i>) Comments (if appropriate): Independent Charter School does not have a bargaining unit</p>								
<p>4. Public hearing requirement: A public hearing is not simply a board meeting, but a properly noticed public hearing held during a board meeting at which time the public may testify on the waiver proposal. Distribution of local board agenda does not constitute notice of a public hearing. Acceptable ways to advertise include: (1) print a notice that includes the time, date, location, and subject of the hearing in a newspaper of general circulation; or (2) in small school districts, post a formal notice at each school and three public places in the district.</p> <p>How was the required public hearing advertised? <u>X</u> Notice in a newspaper <u>X</u> Notice posted at each school <u> </u> Other: (<i>Please specify</i>)</p>								
<p>5. Advisory committee or school site councils. Please identify the council(s) or committee that reviewed this waiver: The Board of Directors of Capistrano Connections Academy approved the waiver request at a board meeting. Date the committee/council reviewed the waiver request: January 25, 2011 Were there any objection(s)? No <u>X</u> Yes <u> </u> (<i>If there were objections please specify</i>)</p>								

6. *Education Code* or *California Code of Regulations* section to be waived. If the request is to waive a portion of a section, type the text of the pertinent sentence of the law, or those exact phrases requested to be waived (use a **strike out key**).

California *Education Code* Section 51745.6, and *California Code of Regulations*, Title 5, sections 11704 and portions of 11963.4(a)(3) as follows:

...and the ratio of average daily attendance for independent study pupils to full-time certificated employees responsible for independent study does not exceed a pupil-teacher ratio of ~~25:1~~ 27.5:1

7. Desired outcome/rationale. Describe briefly the circumstances that brought about the request and why the waiver is necessary to achieve improved student performance and/or streamline or facilitate local agency operations. If more space is needed, please attach additional pages.

Capistrano Connections Academy (CapoCA) provides a high quality virtual education to students in Southern California. Teachers work primarily from the school office but serve students in a large geographic area using a variety of technological tools. An increase in the pupil to teacher ratio will allow cost savings while maximizing the resources that a virtual school can offer to students. Given the budget constraints caused by the current financial crisis, CapoCA proposes to implement needed budget cuts by fully utilizing such efficiencies offered by on-line education. Despite fiscal challenges, if any additional revenue results from the increased ratio, it will be directed back to services which support student learning in the virtual environment, such as enhanced curricular offerings, increased test preparation services, increased remediation and intervention services for struggling students, and/or increased access to technology tools.

8. Demographic Information:
 The charter school has a student population of 1238 (as of October, 2010) and is located in and sponsored by Capistrano Unified School District, a suburban district in Orange County. However, as a virtual school, the charter enrolls students from all areas of Orange County and contiguous counties.

Is this waiver associated with an apportionment related audit penalty? (per EC 41344) No ☒ Yes ☐
 (If yes, please attach explanation or copy of audit finding)

Has there been a Categorical Program Monitoring (CPM) finding on this issue? No ☒ Yes ☐
 (If yes, please attach explanation or copy of CPM finding)

District or County Certification – I hereby certify that the information provided on this application is correct and complete.

Signature of Superintendent or Designee: Joseph M. Farley	Title: Superintendent	Date:
FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY		
Staff Name (type or print):	Staff Signature:	Date:
Unit Manager (type or print):	Unit Manager Signature:	Date:
Division Director (type or print):	Division Director Signature:	Date:
Deputy (type or print):	Deputy Signature:	Date:

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: **AWARD OF BID NO. 1011-09, SAN JUAN HILLS HIGH SCHOOL
30-METER POOL/SUPPORT BUILDINGS – HORIZONS
CONSTRUCTION COMPANY INTERNATIONAL, INC.**

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 and Support Buildings project. This project consists of a new 30-meter pool, a joint use recreational pool area, one equipment building, and one restroom building.

The constructability review produced two primary modifications to the project:

1. Upgrades to pool area lighting
2. Modification/improvements to the weight room

Because the original plans and specifications had been approved by the Department of State Architect (DSA) prior to the constructability review, these modifications or changes must be reviewed and approved by DSA. The changes were submitted to DSA on December 22, 2010, and to date, have not yet been approved (see Exhibit D). Because DSA does not allow a district to enter into a construction contract prior to their approval of a project, the items outlined above were listed separately and bid as a deductive alternate. This was done to provide the District with the ability of awarding the contract to the lowest bidder on the base bid which included the scope of work contained in the deductive alternate.

It was originally hoped that DSA would have approved the changes outlined above prior to the bid. However, because the changes have not yet been approved by DSA, the District will need to award only those parts of the contract that have been approved. Once the changes for the lighting and the weight room are DSA approved, this work can then be added to the project under a separate change order at the same cost as the deductive alternate; the contract language holds the contractor to the original deductive alternate amount of \$120,000 through May 13, 2011. CUSD personnel have been in contact with DSA staff and anticipate DSA approval of the changes by mid-April 2011.

Award of Bid No. 1011-09 – San Juan Hills High School 30-Meter Pool/Support Buildings – Horizons Construction Company International, Inc.

March 8, 2011

Page 2

Staff recommends the Board award the contract on the base bid (total contract price) less the deductive alternate:

Base Bid	\$3,143,000
Less: Deductive Alternate	<u>\$120,000</u>
Contract Award Amount	\$3,023,000

Staff will bring a change order to the Board at a later date in the amount of \$120,000 to reinstate the deductive alternate once the changes are approved by DSA. This will bring the contract price back up to the base bid amount of \$3,143,000.

This approach allows for the District to commence construction right away on the portion of the project that is already approved by DSA and then add back the scope of work in deductive alternate to the contract by change order after DSA approval. This allows the District to receive the lowest price for the entire project; preserves the value of the change order once DSA approves the modifications; and allows for commencement of the project's construction in order to maintain the project timeline.

The bid was properly advertised and plans were distributed to 12 contractors. The bids were received and opened on January 20, 2011. The lowest base bid was selected as the method to determine the lowest responsive bidder. Seven contractors bid on this project. At \$3,143,000, Horizons Construction Company International, Inc. submitted the lowest base bid. In addition, Horizons Construction Company International has satisfied the bid requirements.

The following items are attached for reference:

1. Bid Summary (Exhibit A)
2. Construction Manager's Review Letter (Exhibit B)
3. Estimated Project Budget (Exhibit C)
4. DSA Review Notice Letter – Additional & Modified Scopes (Exhibit D)
5. Project Timeline (Exhibit E)

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

1. Bid Form
2. Designated Subcontractors List
3. Contractors Licenses
4. Surety Rating
5. Bid Bond
6. References

Award of Bid No. 1011-09 – San Juan Hills High School 30-Meter Pool/Support Buildings – Horizons Construction Company International, Inc.
March 8, 2011
Page 3

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

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

CURRENT CONSIDERATIONS

This agenda item seeks the award of Bid No. 1011-09, San Juan Hills High School 30-Meter Pool/Support Buildings to Horizons Construction Company International, Inc. in the amount of \$3,023,000. The contract documents are on file and available in the Purchasing Department. For further information, please contact Terry Fluent, Director, Purchasing, at (949) 234-9436.

FINANCIAL IMPLICATIONS

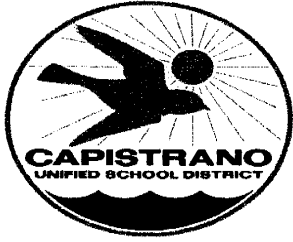
Fiscal Impact: \$3,023,000
Funding Source: CFD 98-2 Ladera Ranch

STAFF RECOMMENDATION

It is recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business and Support Services, who will present this item and answer any questions Trustees may have.

Following discussion, it is recommended the Board award Bid No. 1011-09, San Juan Hills High School 30-Meter Pool/Support Buildings to Horizons Construction Company International, Inc. in the amount of \$3,023,000, which is reflective of the base bid amount less the deductive alternate.

DISCUSSION/
ACTION

CAPISTRANO UNIFIED SCHOOL DISTRICT**BID SUMMARY****SAN JUAN HILLS HIGH SCHOOL
30 METER POOL/SUPPORT BUILDINGS
BID NUMBER 1011-09**

Bid Opening: Thursday, January 20, 2011, 2:00 pm
CUSD-Education Center
Staff Development Room 1
33122 Valle Road
San Juan Capistrano, CA 92675

REGISTERED GENERAL CONTRACTORS	BASE BID	DEDUCTIVE ALTERNATIVE
ASR Constructors, Inc.	\$3,297,000	\$49,000
Condor, Inc.		
Construct 1 One Corp.	\$3,596,579	\$217,425
Faris Construction	\$3,885,000	\$75,000
Harbor Construction		
Horizons Construction	\$3,143,000	\$120,000
Minco Construction		
Nardar, Inc.		
RC Construction Service, Inc.	\$3,538,000	\$-207,600
Sanders Construction Services	\$3,149,000	\$210,000

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CAPISTRANO UNIFIED SCHOOL DISTRICT

BID SUMMARY



**SAN JUAN HILLS HIGH SCHOOL
30 METER POOL/SUPPORT BUILDINGS
BID NUMBER 1011-09**

Bid Opening: Thursday, January 20, 2011, 2:00 pm
 CUSD-Education Center
 Staff Development Room 1
 33122 Valle Road
 San Juan Capistrano, CA 92675

REGISTERED GENERAL CONTACTORS	BASE BID	DEDUCTIVE ALTERNATIVE
Stronghold Engineering, Inc.	\$3,727,100	\$350,000
Veteran Built Contracting Services		

CUSD Website:

http://purchasing-capousd-ca.schoolloop.com/cms/page_view?d=x&piid=&vpid=1235870020588

Planwell Website: www.crplanwell.com

For assistance from a Planwell administrator, please contact 714) 424-8525

February 11, 2011

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

SUBJECT: Recommendation for Approval of Horizons Construction Company International, Inc. (San Juan Hills High School Bid No. 1011-09) for Base Bid and Acceptance of the Deductive Alternate for the revised amount of \$3,023,000.00

Randy,

Pursuant to the Notice of Bids and subsequent receipt of bids for the above noted Capistrano Unified School District (District) project on January 22, 2011. The District reviewed and confirmed that the required license, bonds and insurance were in compliance with the Contract Documents.

Additionally, Edenco conducted a Post-Bid interview with the contractor to confirm that it was responsive to the Contract Documents. Edenco has determined that Horizons Construction Company International, Inc. (Horizons) is the apparent lowest responsible and responsive bidder for the San Juan Hills High School – Aquatic Center.

Horizons Construction Company International, Inc. has submitted the Deductive Alternate No. 1 in the amount of One Hundred and Twenty Thousand Dollars (\$120,000.00). The scope of work included in Deductive Alternate No. 1 encompasses work that is pending D.S.A approval. D.S.A. is expected to approve the scope noted in Deductive Alternate No. 1 after the Project commences. As such, Edenco recommends that the District award the Contract to Horizons for the revised amount of \$3,023,000.00 with the mutual and explicit understanding at such time in which the District obtains DSA approval for Deductive Alternate No.1, the District shall issue an additive change order to Horizons in the amount of One Hundred and Twenty Thousand Dollars (\$120,000.00).

Respectfully,



Walt Eden, President

EXHIBIT B

Capistrano Unified School District

San Juan Hills High School 30 Meter Pool/Support Buildings Proposed Project Budget

PROJECT ACTIVITIES	VENDOR / SERVICE PROVIDER	AMOUNT
CONSTRUCTION (HARD) COSTS		
Construction Contract	Horizons Construction International	\$3,143,000
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
Construction Management	Edenco, Inc	\$325,500
DSA Inspection Services	Knowland Construction Services	\$212,000
Materials Testing and Lab Fees	MTGL Laboratories	\$40,000
On Call Surveying Services	Guida Surveying	\$40,000
Project Scheduling Services	Edenco, Inc (Red Brick Scheduling)	\$16,900
Plan / Electronic Blueprint Services	Planwell	\$20,000
Project Communication Software	D.R. McNatty (Oracle)	\$12,500
Project Accounting Software	Account-Ability (Colbi Technologies)	\$5,000
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
<i>Prepared February 15, 2011</i>		



Division of the
State Architect

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

T 916.445.8100 1102 Q Street, Suite 5100
F 916.445.3521 Sacramento, California 95811
www.dsa.dgs.ca.gov

CUSD/SUP-01C/02-04*11PM01:02

January 27, 2011

NOTICE OF PROGRESS

Dr. Joseph Farley
District Superintendent

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

Office of the State Architect
707 Third Street, 6th Floor
West Sacramento,
California 95605
T 916.375.4800

Sacramento Regional Office
1102 Q Street, Suite 5200
Sacramento, California
95811
T 916.445.8730

Oakland Regional Office
1515 Clay Street, Suite 1201
Oakland, California 94612
T 510.622.3101

Los Angeles Regional Office
700 N. Alameda Street,
Suite 5-500
Los Angeles, California
90012
T 213.897.3995

San Diego Regional Office
10920 Via Frontera,
Suite 300
San Diego, CA 92127
T 858.674.5400

Application Filing Date: 12/22/2010
Project: San Juan Hills High School
Scope: Alterations to Gymnasium Building, New Lighting
Application No.: A04-111543
File No.: 30-9

Dear Dr. Farley:

Please accept this letter as notification of the progress of the Structural Safety (SS), Access Compliance (AC), Fire/Life Safety (FLS) review of your project. Your project was received on **December 22, 2010**; the above application number has been assigned and as of **January 27, 2011**, your project is now considered to be a complete submittal. Plan review is anticipated to begin on the following dates:

Access Compliance Review: 2/10/2011
Fire/Life Safety Review: 2/10/2011
Structural Safety Review: 2/10/2011

Thank you.

cc: File

Architect/Engineer: Leo Johnson, PJHM Architects, Inc.

EXHIBIT D

Capistrano Unified School District

*San Juan Hills High School
30 Meter Pool/Support Buildings
Bid Number 1011-09*

PROJECT SCHEDULE

Receive Bids	January 20, 2011
Review Bids & Documentation	February 2011
Award Construction Contract	March 8, 2011
DSA Approval – New Lights & Modifications*	March 25, 2011
Start Construction	March 28, 2011
Complete Construction	December 2011
Pool Systems Testing	January 2012
San Juan Hills HS Grand Opening	January 2012

****Note – Change Order will be submitted to Board of Trustees for approval once formal DSA approval for additional lighting and building modifications package is granted.***

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: **DISTRICT'S CONTRACT REOPENER PROPOSAL WITH CSEA–
2011-2012 SCHOOL YEAR**

BACKGROUND INFORMATION

On September 28, 2010, the Board formally adopted a two-year settlement agreement between Capistrano Unified School District and Capistrano School Employee Association (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. The District proposes 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 CSEA.

FINANCIAL IMPLICATIONS

The estimated annual increase in automatic step advancement combined with the District's set Health and Welfare benefits for current CSEA members is \$1.1 million. The actual fiscal cost and/or savings to the District will depend upon the total compensation agreed to in any newly negotiated agreement. 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 with CSEA.

This is an information item only and no Board action is necessary.

INFORMATION/
DISCUSSION

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

March 8, 2011

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: **DISTRICT'S CONTRACT REOPENER PROPOSAL WITH CUEA-
2011-2012 SCHOOL YEAR**

BACKGROUND INFORMATION

On May 19, 2010, the Board formally adopted a three-year settlement agreement between Capistrano Unified School District and Capistrano Unified Education Association (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. The District proposes discussing the following articles:

- Article 8-Class Size
- Article 14-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 CUEA, but anticipates receipt by April 1.

FINANCIAL IMPLICATIONS

The estimated annual increase in automatic step advancement combined with the District's set Health and Welfare benefits for current CUEA members is \$2.9 million. The actual fiscal cost and/or savings to the District will depend upon the total compensation agreed to in any newly negotiated agreement. 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 District's contract reopener proposal with CUEA.

This is an information item only and no Board action is necessary.

INFORMATION/
DISCUSSION

AGENDA ITEM 35

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)

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adopted: February 24, 1997

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: **DISTRICT'S CONTRACT REOPENER PROPOSAL WITH TEAMSTERS-
2011-2012 SCHOOL YEAR**

BACKGROUND INFORMATION

On June 29, 2010, the Board formally adopted a three-year settlement agreement between Capistrano Unified School District 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. The District proposes 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

The estimated annual increase in automatic step advancement combined with the District's set Health and Welfare benefits for current Teamsters members is \$100,000. The actual fiscal cost and/or savings to the District will depend upon the total compensation agreed to in any newly negotiated agreement. 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 District's contract reopener proposal with Teamsters.

This is an information item only and no Board action is necessary.

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)

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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, CA 92675

March 8, 2011

TO: Jack Brick, President
And Members,
Board of Trustees, Capistrano Unified School District

FROM: Joseph M. Farley, Superintendent

SUBJECT: **TWO-WAY IMMERSION PROGRAM**

Two-Way Immersion (TWI) is an educational program utilizing two or more languages to promote biliteracy, multiculturalism, and bilingualism in students. Historically, the TWI program has utilized English and Spanish as the target languages and follows the 80:20 model of immersion, gradually transitioning to a 50:50 even split of English and Spanish by the fifth grade. The program continues in middle school with core and elective coursework in Spanish and finishes in high school with options of various Spanish language elective courses.

In 1992, the first TWI program was established at Las Palmas Elementary School, funded by a grant from the U.S. Department of Education. Two-Way Immersion was a program option at Las Palmas, along with the English-only model. The popularity of the TWI program grew and expanded to San Juan Elementary School in 2004. San Juan used the same “school within-a-school model” as Las Palmas. Viejo Elementary School implemented TWI in 2010 providing families in the Mission Viejo area access to the popular program.

In 2004, Las Palmas became a Program Improvement (PI) school according to the laws associated with the *Elementary and Secondary Education Act*, reauthorized as No Child Left Behind (NCLB). The following year, San Juan was designated as a PI school. Program Improvement designation comes from not achieving the set goals outlined in NCLB. Schools labeled PI are subject to sanctions. Beginning in year one of a school’s PI status, the designated site must offer families the option to move to a non-PI school in the district. In year two, schools must offer supplemental educational services to those students who qualify. In year three, the PI school faces corrective action which includes replacing staff or implementing a new curriculum. In year four, a complete restructuring of the school is required.

As a part of the restructuring process, the District School Liaison Team (DSLTL) gathered opinions from stakeholders to survey how the community envisioned restructuring Las Palmas and San Juan. A recommendation was made by the DSLTL to restructure by creating a school-wide TWI language academy, gradually eliminating the English-only tracks at both schools. The plan was presented to the Board of Trustees. On May 12, 2008, the Board voted unanimously to approve the plans as presented.

CURRENT CONSIDERATIONS

Parents living in Las Palmas and San Juan attendance areas are provided several enrollment options for their children. The first option is to attend the TWI program if space is available. If they do not wish to enroll in TWI, or if there is no space, the student is transferred to a designated receiving school. Since 2004, receiving sites for Las Palmas include Marblehead and Palisades. Receiving sites for San Juan include Ambuehl (2005-present), Del Obispo (2005-2008) and RH Dana (from 2008-present). Viejo is in its first year of TWI and does not follow the schoolwide language academy model. Therefore, parents in Viejo's attendance area have the option to enroll their child in either the English only or TWI program. The designated receiving schools for Viejo are Carl Hankey and Bergeson (2010-present). As required by law, Districtpaid transportation is provided to students attending PI receiving schools. Table one outlines the impact to the schools who have received students from Las Palmas and table two from San Juan.

Table 1. *Impact to schools receiving students from Las Palmas due to Program Improvement and Two-Way Immersion.*

School	Years	Number of Students Who Left Due to PI	Number of Students Who Left Due to TWI
Marblehead	2004-Present	27	28
Palisades	2004-Present	6	26

Source: Aeries. Query for U5 and GC. 2011

Table 2. *Impact to schools receiving students from San Juan due to Program Improvement and Two-Way Immersion.*

School	Years	Number of Students Who Left Due to PI	Number of Students Who Left Due to TWI
Ambuehl	2005-Present	42	17
Del Obispo	2005-2008	4	6
RH Dana	2008-Present	8	11

Source: Aeries. Query for U5 and GC. 2011

FINANCIAL IMPLICATIONS

The TWI programs at Las Palmas and San Juan are transitioning to schoolwide programs. Financially, the decision to not offer two different education programs (i.e. English only and TWI) allows the site to streamline resources more efficiently. Site and District categoricals (Economic Impact Aid and Title I funding) are utilized to buy down class ratios. The District pays approximately \$300,000 in transportation costs, funded by Title I, due to mandatory obligations resulting from PI status.

STAFF RECOMMENDATIONS

It is requested the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, who will present this item (Exhibit A). The agenda item is informational only and does not require action.

INFORMATION/
DISCUSSION

Two-Way Immersion Programs in Capistrano Unified School District

March 8, 2011

History of TWI in CUSD

- 1992-1993 – TWI begins at Las Palmas as *one of the* educational options for parents at the site
- 2004 – San Juan opens a TWI program due to the popularity of the program at Las Palmas
- 2004-2005 – Las Palmas becomes a Program Improvement (PI) School
- 2005-2006 – San Juan becomes a PI school

Program Improvement Details

Sanctions associated with PI Status:

- Years 1 and 2 = School Improvement Focus
- Year 3 = Corrective Action (i.e. replace school staff, new curriculum, hires a consultant or decrease mgmt. authority at school)
- Year 4 = Major Restructuring of school program (option 5)

Year 4 Major Restructuring Plan

- Major restructuring required making a change that effected the *entire* school – LPES and SJES were already doing the “school within a school” model
- Created a *District School Liaison Team (DSLTL)* to involve all stakeholders in the decision for restructuring
- Held Town Hall meetings *at each site* to gather input from stakeholders
- Information was gathered and recommendations made by the DSLTL for each school
- Based on the options given by the State for Year 4 PI, the major restructuring option (Option 5) was selected that resulted in a school-wide TWI Program
- Then-Superintendent Carter presented the recommendation for each site from the DSLTL to the School Board of Trustees
- Unanimous decision to restructure Las Palmas and San Juan on May 12, 2008

Benefits of TWI School-Wide Program

- ❖ Students become biliterate, bicultural and bilingual in English and Spanish by 5th grade
- ❖ Racially balanced program promotes integration
- ❖ Multi-cultural education creates tolerance
- ❖ Increased academic achievement for all students
- ❖ Native language role models for the students
- ❖ More efficient use of facilities & resources
- ❖ Curricular resources are streamlined
- ❖ Cohesion of school culture – no “school within a school” model

Impact on Other Sites

- NCLB requires “school of choice” for PI schools
- Parents can transfer due to the PI status
- Parents can “opt out” of TWI and transfer to designated school
- Receiving site does not receive Title I funds for additional students

San Juan Elementary Impact on Other Sites

From SJES To... 2005-Now	Reason	Number of Students Who Left
Ambuehl	NCLB/PI	42
Ambuehl	TWI	17
From SJES To... 2005-2008	Reason	Number of Students Who Left
Del Obispo	NCLB/PI	4
Del Obispo	TWI	6
From SJES To... 2008-Now	Reason	Number of Students Who Left
RH Dana	NCLB/PI	8
RH Dana	TWI	11

Las Palmas Elementary Impact on Other Sites

From LPES TO... 2004-Now	Reason	Total Number of Students Who Left
Marblehead	NCLB/PI	27
Marblehead	TWI	28
From LPES to... 2004-Now	Reason	Total Number of Students Who Left
Palisades	NCLB/PI	6
Palisades	TWI	26

In Closing...

- Community support for the programs grows yearly
- TWI expanded to Viejo ES in 2010-2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: **APPROVAL OF RESOLUTION NO. 1011-43 INITIATING PROCEEDINGS
AND CALLING A PUBLIC HEARING FOR CONSIDERATION OF
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. In order to proceed with the approval of the agreements, a public hearing must be held by the District, acting as the legislative body for CFD 2005-1.

CURRENT CONSIDERATIONS

This agenda item requests approval of Resolution No. 1011-43 calling a public hearing on April 12, 2011. The reduction in the special taxes of CFD No. 2005-1, assuming all applicable agreements are executed as described, will have an effective date of July 7, 2011. Resolution No. 1011-43, as prepared by legal counsel, is attached (Exhibit A).

FINANCIAL IMPLICATIONS

There is no financial 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 RECOMMENDATION

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. 1011-43 (Exhibit A).

RESOLUTION NO. 1011-43

RESOLUTION OF CONSIDERATION 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), INITIATING PROCEEDINGS FOR CONSIDERATION OF ALTERING THE RATE AND METHOD OF APPORTIONMENT AND REDUCING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2005-1 (WHISPERING HILLS) 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

WHEREAS, the Board of Trustees of the School District ("Board") previously formed Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills) (hereinafter, "CFD No. 2005-1") pursuant to the Mello Roos Community Facilities Act of 1982, as amended ("Act") to serve certain property within the boundaries of CFD No. 2005-1 by providing funds for the construction of and to finance the therein described "Facilities" which property is described in Exhibit A and depicted in Exhibit B hereto, which is incorporated herein by this reference; and

WHEREAS, the Board, acting as the Legislative Body of CFD No. 2005-1, authorized the levy of special taxes within CFD No. 2005-1 pursuant to an approved Rate and Method of Apportionment of Special Taxes ("RMA") for CFD No. 2005-1 ("Special Taxes"); and

WHEREAS, the RMA and the Special Taxes were approved at a combined special tax and bond election conducted within CFD No. 2005-1 as provided for in the Act; and

WHEREAS, the Board, acting as the Legislative Body of CFD No. 2005-1, also authorized the incurring of bonded indebtedness of CFD No. 2005-1 in an amount of \$30,000,000 for the Facilities; and

WHEREAS, the authorization to incur bonded indebtedness within CFD No. 2005-1 was approved at a combined special tax and bond election conducted within CFD No. 2005-1; and

WHEREAS, CFD No. 2005-1 has not issued nor incurred any bonded indebtedness nor other binding obligations on the Special Taxes; and

WHEREAS, based on changes which have occurred relative to the expected development of the property within CFD No. 2005-1 and a request by the landowner, the Board desires to consider a proposed amended RMA for CFD No. 2005-1 as set forth in Exhibit C hereto, and incorporated herein by this reference ("Proposed First Amended RMA for CFD No. 2005-1"); and

EXHIBIT A (Page 1 of 25)

WHEREAS, the Act provides that the Board, acting as the Legislative Body of CFD No. 2005-1, may make any of the determinations provided for in Government Code §53331 and thereupon call a “Public Hearing” in regard to the Proposed First Amended RMA for CFD No. 2005-1 set a date for a Public Hearing on the Proposed First Amended RMA for CFD No. 2005-1 as set forth herein; and

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 Board has reviewed the Proposed First Amended RMA for CFD No. 2005-1 and related matters and finds that such Proposed First Amended RMA for CFD No. 2005-1 neither reduces the rate of the Special Taxes nor terminates the levy of the Special Taxes, in a manner so as to interfere with the timely retirement of any bonded indebtedness or other obligation incurred on behalf of CFD 2005-1, and that such Proposed First Amended RMA for CFD No. 2005-1, should be considered at the herein provided Public Hearing.
3. The Board has reviewed the Proposed First Amended RMA for CFD No. 2005-1 and finds that:
 - (A) The name of the area to be affected by the Proposed First Amended RMA for CFD No. 2005-1 is the property within the boundaries of CFD No. 2005-1, as identified herein;
 - (B) The property within CFD No. 2005-1 is generally described in Exhibit A, and depicted in Exhibit B hereto, which exhibits are incorporated herein by this reference;
 - (C) There will be no changes in the type of Facilities to be financed by CFD No. 2005-1 as a result of the adoption of this “Resolution of Consideration” or the proceedings undertaken pursuant hereto but that the funds for the therein described Facilities may be reduced if the Proposed First Amended RMA for CFD No. 2005-1 is approved as provided in the Proposed First Amended RMA for CFD No. 2005-1”; and
 - (D) The revised special taxes to be levied by or within CFD No. 2005-1 as a result of the adoption of this Resolution of Consideration and the alterations to the Proposed First Amended RMA for CFD No. 2005-1 if approved by the adoption of this Resolution of Consideration and successful completion of the proceedings to be accomplished as provided by the Act are specified in Exhibit C, attached hereto and incorporated herein by this reference.
4. The Board desires to consider at a Public Hearing the Proposed First Amended RMA for CFD No. 2005-1.

EXHIBIT A
(Page 2 of 25)

5. Notice shall be given that a Public Hearing on the Proposed First Amended RMA for CFD No. 2005-1, and all other matters set forth in this Resolution of Consideration, shall be held on April 12, 2011 at 7:00 p.m., or as soon thereafter as practicable at the Capistrano Unified School District's office located at 33122 Valle Road, San Juan Capistrano, California 92675. The Public Hearing may be continued from time to time in accordance with the Act and in consideration of the complexity of the Proposed First Amended RMA for CFD No. 2005-1 or the need for public participation requiring additional time, in which event, the Public Hearing may be continued from time to time for a period not exceeding six (6) months.

6. At the time and place set forth above for the Public Hearing, the Board shall receive testimony concerning the Proposed First Amended RMA for CFD No. 2005-1. Any interested person, including taxpayers, property owners and registered voters within the boundaries of CFD No. 2005-1, may appear and be heard at the Public Hearing. The testimony of all such interested persons for or against the Proposed First Amended RMA for CFD No. 2005-1 shall be heard at such time and place.

7. The Clerk of the Board is hereby directed to have a notice ("Notice") of the Public Hearing published pursuant to §6061 of the Government Code of the State of California in a newspaper of general circulation published in the area of CFD No. 2005-1. Such Notice shall contain a summary of this Resolution of Consideration, state the time and place of the Public Hearing, contain a statement that the testimony of all interested persons or taxpayers shall be heard, have a description of the protest rights of the registered voters or landowners in proposed CFD No. 2005-1, and contain a description of the proposed voting procedure for the election required by the Act. Such publication shall be completed at least seven days prior to the date of the Public Hearing.

8. At the Public Hearing, protests against the Proposed First Amended RMA for CFD No. 2005-1, described in this Resolution of Consideration may be made orally or in writing by any interested person. Any protests pertaining to the regularity or sufficiency of the proceedings shall be in writing, and shall clearly set forth the irregularities or defects to which the objection is made. All written protests shall be filed with the Clerk of the Board on or before the date and time fixed for the Public Hearing. The Board may waive any irregularities in the form or content of any written protest and, at the Public Hearing, may correct minor defects in the proceedings. Written protests may be withdrawn in writing at any time prior to the conclusion of the Public Hearing.

9. If 50 percent or more of the registered voters, or six registered voters, whichever is more, residing within CFD No. 2005-1, or the owners of one-half or more of the Property within CFD No. 2005-1 that is not exempt from the special taxes of CFD No. 2005-1, have filed and not withdrawn written protests against any of the changes contained in the Proposed First Amended RMA for CFD NO. 2005-1, the Board shall eliminate the protested changes from the Proposed First Amended RMA for CFD No. 2005-1, and such protested changes may not be included in a resolution of consideration for one year from the date of decision on the Public Hearing by the Board.

EXHIBIT A
(Page 3 of 25)

10.

- (A) At the conclusion of the Public Hearing, except as otherwise provided in Section nine of this Resolution of Consideration, the Board in its discretion may abandon the proceedings or, after passing on any protests, may, by resolution, submit the question of the Proposed First Amended RMA for CFD No. 2005-1 in an election ("Election") to the qualified electors of CFD No. 2005-1 pursuant to requirements contained in the Act and the applicable provisions of the Elections Code. If at least 12 persons, who need not necessarily be the same 12 persons, have been registered to vote within CFD No. 2005-1 for each of the 90 days preceding the close of the Public Hearing, the vote shall be by registered voters of CFD No. 2005-1 with each voter having one vote. If there are 12 or less persons, registered to vote for each of the 90 days preceding the close of the Public Hearing, pursuant to the Act, the vote shall be by the landowners of CFD No. 2005-1, with each landowner having one vote for each acre of land that he or she owns within CFD No. 2005-1.
- (B) The Election shall be conducted at least 90 days, but not more than 180 days, following the adoption of the "Resolution of Proposed Change" calling such election pursuant to the Act. Notwithstanding the foregoing, the Election may be conducted less than 90 days after the adoption of the Resolution of Proposed Change with the unanimous consent of the qualified electors pursuant to the Act. If the election is to be held less than 125 days following the close of the Public Hearing, the concurrence of the Election Official conducting the Election shall be required.
- (C) The School District staff and consultants are directed to undertake, with the Orange County Registrar of Voters office, a review of the area within CFD No. 2005-1 to determine the number of registered voters, if any, within CFD No. 2005-1. The results of such review shall be provided to this Board.
- (D) Based upon information furnished to the School District it is anticipated that there will be less than 12 registered voters within the boundaries of CFD No. 2005-1 and that the Election will be among landowner voters. Contingent on such finding, this Board hereby appoints the School District's Deputy Superintendent, Business Support Services, or such School District officer or employee as the Board or District Superintendent shall hereafter designate in writing, to serve as the election official ("Election Official") for the Election pursuant to the Act.
- (E) Pursuant to the provisions of the Act, the Board may determine to distribute the ballots for such Election by mail.

11. After the canvass of any such election, if two-thirds of the votes cast are in favor of the Proposed First Amended RMA for CFD No. 2005-1, the Board shall adopt a "Resolution of Change" determining that the Proposed First Amended RMA for CFD No. 2005-1 is legally authorized. Upon adoption of the Resolution of Change, the Clerk of the Board or the Clerk's designee shall cause "Notice" of the Proposed First Amended RMA for CFD No. 2005-1 to be recorded in accordance with §53338 of the Act.

12. Except as set forth herein, and in the resolutions adopted by the Board pursuant to the proceedings undertaken pursuant to the directives of this Resolution, the proceedings to form CFD No. 2005-1, authorize bonded indebtedness of CFD No. 2005-1, authorize the financing of the Facilities by CFD No. 2005-1 and related matters, shall not be amended hereby.

13. The Special Tax Administrator, David Taussig and Associates, is hereby directed to prepare a Proposed First Amended "CFD Report" based upon the Proposed First Amended RMA for CFD No. 2005-1 attached hereto as Exhibit C.

APPROVED, ADOPTED, AND SIGNED this 8th day of March, 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 8th day of March, 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. 1011-43 of said Board of Trustees and that the same has not been amended or repealed and is fully effective as of this date.

Dated: March 8, 2011

By: _____
John M. Alpay, Clerk of the Board of Trustees of
the Capistrano Unified School District

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EXHIBIT A

PROPERTIES WITHIN COMMUNITY FACILITIES DISTRICT 2005-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT

APN	Notes
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664-241-02	
664-241-03	
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664-241-15	
664-241-16	Non-buildable S
664-241-17	Non-buildable R
664-241-18	Non-buildable M
664-241-19	Non-buildable N
664-241-20	Non-buildable E
664-241-21	Non-buildable G
664-241-22	Non-buildable C
664-251-01	Non-buildable P
664-251-02	Non-buildable K
664-251-03	Non-buildable D
664-251-04	Non-buildable L
664-251-05	Non-buildable O
664-251-06	Non-buildable H
664-251-07	Non-buildable F
664-251-08	Non-buildable T
664-251-09	Non-buildable Q
664-251-10	Non-buildable B
664-251-11	Non-buildable
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APN	Notes
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EXHIBIT A
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OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
COUNTY OF ORANGE, STATE OF CALIFORNIA

419

**BOUNDARY ANNEXATION MAP NO. 1 TO
COMMUNITY FACILITIES DISTRICT NO. 2005-1
(Whispering Hills)
OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
COUNTY OF ORANGE, STATE OF CALIFORNIA**

REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED "PROPOSED BOUNDARY OF COMMUNITY FACILITIES DISTRICT NO. 1 (WHISPERING HILLS) OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, COUNTY OF ORANGE, STATE OF CALIFORNIA" FILED THE 3RD DAY OF MAY, 2005 AT THE HOUR OF 12:39 O'CLOCK P.M. IN BOOK 90 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICT AT PAGE 48, AND AS INSTRUMENT NO. 2005000-335757, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, WHICH THIS ANNEXATION MAP AFFECTS

RECORDED & REASSIGNED BY:
CAPISTRANO UNIFIED SCHOOL DISTRICT

(3) FILED THIS 3RD DAY OF APRIL,
2007, AT THE HOUR OF 12:18 O'CLOCK P.M.
IN BOOK 91 OF MAPS OF ASSESSMENT
AND COMMUNITY FACILITIES DISTRICT AT PAGE
114 AND AS INSTRUMENT NO. 2007000-335758 IN
THE OFFICE OF THE COUNTY RECORDER OF THE
COUNTY OF ORANGE, STATE OF CALIFORNIA

(1) FILED IN THE OFFICE OF THE CLERK OF THE BOARD
OF TRUSTEES THIS 2nd DAY OF APRIL, 2007

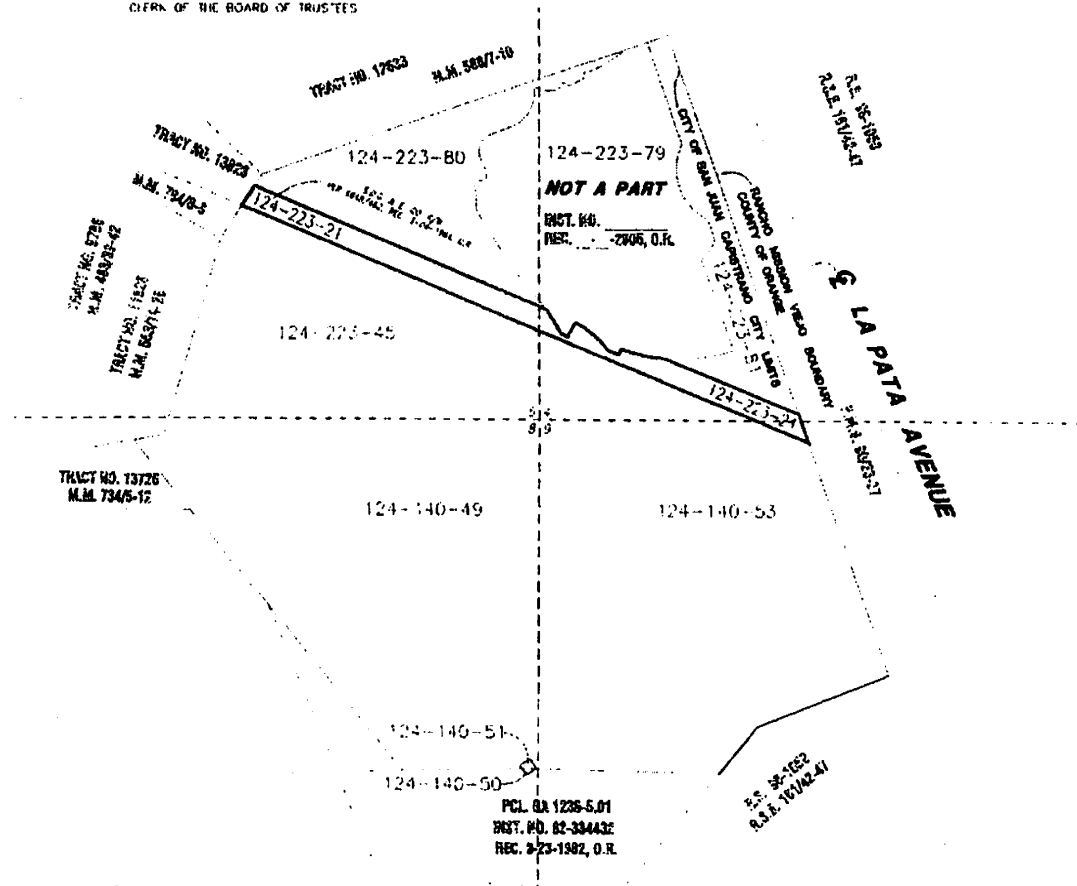
Mike Darnold
MIKE DARNOLD
CLERK OF THE BOARD OF TRUSTEES
CAPISTRANO UNIFIED SCHOOL DISTRICT

TCM BALLY COUNTY CLERK-RECORDER

BY *Chad*
EXEMPT RECORDING REQUIRED PER
CALIFORNIA GOVERNMENT CODE SECTION 6103.

(2) I HEREBY CERTIFY THAT THE WITHIN MAP
SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO.
1 COMMUNITY FACILITIES DISTRICT NO. 2005-1,
COUNTY OF ORANGE, STATE OF CALIFORNIA, WAS
APPROVED BY THE BOARD OF TRUSTEES OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT AT A REGULAR
MEETING THEREOF, HELD ON THE 2nd DAY OF
April, 2007, BY ITS RESOLUTION NO. 0007-166

Mike Darnold
MIKE DARNOLD
CLERK OF THE BOARD OF TRUSTEES



LEGEND

BOUNDARIES OF ANNEXATION NO. 1 TO COMMUNITY FACILITIES DISTRICT NO. 2005-1
 - - - - - SECTION LINE

PREPARED BY
PARDUE, CORNWELL AND ASSOCIATES
EXHIBIT A
(Page 10 of 25)

EXHIBIT C

Proposed First Amended RMA

**FIRST AMENDED RATE AND METHOD OF APPORTIONMENT
FOR COMMUNITY FACILITIES DISTRICT NO. 2005-1
OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT
(WHISPERING HILLS)**

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels in Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills) ("CFD No. 2005-1") and collected each Fiscal Year commencing in Fiscal Year 2011-12, in an amount determined by the Board through the application of the appropriate Special Tax for "Developed Property," "Taxable Property Owner Association Property," "Taxable Public Property," "Religious Property," and "Undeveloped Property" as described below. All of the real property in CFD No. 2005-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2005-1: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the School District or designee thereof or both); the costs of collecting the Special Taxes (whether by the School District or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the School District, CFD No. 2005-1 or any designee thereof of complying with arbitrage rebate requirements; the costs to the School District, CFD No. 2005-1 or any designee thereof of complying with disclosure requirements of the School District, CFD No. 2005-1 or obligated persons associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the School District, CFD No. 2005-1 or any designee thereof related to an appeal of the Special Tax; the costs associated with the release of funds from an escrow account; and the School District's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated by the CFD Administrator or advanced by the School District or CFD No. 2005-1 for any

other administrative purposes of CFD No. 2005-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

"Assigned Special Tax" means the Special Tax for each Land Use Class of Developed Property, as determined in accordance with Section C below.

"Backup Special Tax" means the Special Tax applicable to each Assessor's Parcel of Developed Property, as determined in accordance with Section C below.

"Board" means the Board of Trustees of the Capistrano Unified School District, acting as the legislative body of CFD No. 2005-1.

"Bonds" means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 2005-1 under the Act.

"CFD Administrator" means an official of the School District, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"CFD No. 2005-1" means Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills).

"County" means the County of Orange.

"Custom Lot Property" means, for each Fiscal Year, any Assessor's Parcel of Taxable Property (i) for which (a) escrow has closed prior to January 1 of the prior Fiscal Year to an owner other than Rancho San Juan Development LLC or (b) a building permit for new construction was issued prior to January 1 of the prior Fiscal Year; and (ii) that includes one or more of the following lots: lots 141 through 155 of Tract No. 16634 recorded with the County on October 12, 2006. Notwithstanding any future lot line adjustments or consolidations, each of the fifteen lots specified above shall be considered a "custom lot" for purposes of the levy of both the Assigned Special Tax and Backup Special Tax. However, if all or a portion of the geographic area described as lots 141 through 155 of Tract No. 16634 is remapped and a new tract map is recorded for such area, each buildable lot in such new tract shall be considered a "custom lot" for purposes of the levy of both the Assigned Special Tax and Backup Special Tax.

“Developed Property” means, for each Fiscal Year, all (i) Custom Lot Property, and (ii) Taxable Property, exclusive of Religious Property, Taxable Property Owner Association Property, or Taxable Public Property, for which a building permit for new construction was issued prior to January 1 of the prior Fiscal Year.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Indenture” means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“Land Use Class” means any of the classes listed in Table 1.

“Maximum Special Tax” means the maximum Special Tax, determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor’s Parcel.

“Non-Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit(s) was issued for a non-residential use.

“Outstanding Bonds” means all Bonds which are deemed to be outstanding under the Indenture.

“Property Owner Association Property” means any property within the boundaries of CFD No. 2005-1 that is owned in fee or by easement, or dedicated to, a property owner association, including any master or sub-association.

“Proportionately” means for Undeveloped Property that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is equal for all Assessor’s Parcels of Undeveloped Property in CFD No. 2005-1. For Taxable Property Owner Association Property, Taxable Public Property or Taxable Religious Property “Proportionately” means that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is equal for all Assessor’s Parcels of Taxable Property Owner Association Property, Taxable Public Property or Taxable Religious Property in CFD No. 2005-1.

“Public Property” means any property within the boundaries of CFD No. 2005-1 that is transferred to a public agency on or after the date of formation of CFD No. 2005-1 and is used for rights-of-way or any other purpose and is owned by or dedicated to the federal government, the State of California, the County or any other public agency; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use.

“Religious Property” means all property within the boundaries of CFD No. 2005-1 which is used primarily as a place of worship and is exempt from *ad valorem* property

taxes because it is owned by a religious organization. Religious Property, without limitation, does not include any Assessor's Parcels used primarily for religious schools, day care centers, or congregate care facilities.

"Residential Property" means (i) Custom Lot Property, and (ii) all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

"Residential Floor Area" means all of the square footage of living area within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area shall be made by reference to the building permit(s) issued for such Assessor's Parcel.

"School District" means the Capistrano Unified School District.

"Single Family Property" means all Assessor's Parcels of Residential Property for which building permits have been issued for residential units, excluding Custom Lot Property.

"Special Tax" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property, Religious Property, Taxable Property Owner Association Property, Taxable Public Property, and Undeveloped Property to fund the Special Tax Requirement.

"Special Tax Requirement" means that amount required in any Fiscal Year for CFD No. 2005-1 to: (i) pay debt service on all Outstanding Bonds; (ii) pay periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) pay reasonable Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) pay directly for construction of facilities eligible under the Act to the extent that the inclusion of such amount does not increase the Special Tax levy on Undeveloped Property; and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; (vii) less a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 2005-1 which are not exempt from the Special Tax pursuant to law or Section E below.

"Taxable Property Owner Association Property" means all Assessor's Parcels of Property Owner Association Property that are not exempt pursuant to Section E below.

“Taxable Public Property” means all Assessor’s Parcels of Public Property that are not exempt pursuant to Section E below.

“Taxable Religious Property” means all Assessor’s Parcels of Religious Property that are not exempt pursuant to Section E below.

“Trustee” means the trustee, fiscal agent, or paying agent under the Indenture.

“Undeveloped Property” means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Taxable Property Owner Association Property, Taxable Public Property, or Taxable Religious Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Taxable Property within CFD No. 2005-1 shall be classified as Developed Property, Taxable Public Property, Taxable Property Owner Association Property, Taxable Religious Property, or Undeveloped Property, and shall be subject to Special Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C and D below. Residential Property shall be assigned to Land Use Classes 1 through 8, and Non-Residential Property shall be assigned to Land Use Class 9.

The Assigned Special Tax for Residential Property shall be based on whether it is Custom Lot Property or Single Family Property. The Assigned Special Tax for Custom Lot Property shall be based on the number of lots located within the Assessor’s Parcel, as determined by the CFD Administrator. The Assigned Special Tax for Single Family Property shall be based on the Residential Floor Area of the dwelling unit(s) located on the Assessor’s Parcel, as specified in Table 1 below. The Assigned Special Tax for Non-Residential Property shall be based on the Acreage of the Assessor’s Parcel.

C. MAXIMUM SPECIAL TAX RATE

1. Developed Property

a. Maximum Special Tax

The Maximum Special Tax for each Assessor’s Parcel classified as Developed Property shall be the greater of (i) the amount derived by application of the Assigned Special Tax or (ii) the amount derived by application of the Backup Special Tax.

b. Assigned Special Tax

The Assigned Special Tax for each Land Use Class for Fiscal Year 2011-12 is shown below in Table 1.

TABLE 1

**Assigned Special Taxes for Developed Property
For Fiscal Year 2011-12
Community Facilities District No. 2005-1**

Land Use Class	Residential Floor Area	Description	Assigned Special Tax
1	NA	Custom Lot Property	\$13,902 per lot
2	> 4,600 SF	Residential Property	\$8,605 per unit
3	4,301 –4,600 SF	Residential Property	\$7,855 per unit
4	3,901 –4,300 SF	Residential Property	\$7,638 per unit
5	3,701 –3,900 SF	Residential Property	\$7,105 per unit
6	3,401 –3,700 SF	Residential Property	\$6,981 per unit
7	2,901 –3,400 SF	Residential Property	\$6,641 per unit
8	≤ 2,900 SF	Residential Property	\$6,177 per unit
9	N/A	Non-Residential Property	\$21,000 per Acre

c. **Increase in the Assigned Special Tax**

The Assigned Special Taxes in Table 1 shall be applicable for Fiscal Year 2011-12, and shall increase thereafter, commencing on July 1, 2012 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Assigned Special Tax for the previous Fiscal Year.

d. **Multiple Land Use Classes**

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Assigned Special Tax levied on an Assessor's Parcel shall be the sum of the Assigned Special Taxes for all Land Use Classes located on that Assessor's Parcel. The Maximum Special Tax that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Taxes that can be levied for all Land Use Classes located on that Assessor's Parcel. For an Assessor's Parcel that contains both Residential Property and Non-Residential Property, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on

the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

e. **Backup Special Tax**

(1) **Residential Property (Excluding Custom Lot Property)**

The Backup Special Tax for Residential Property excluding Custom Lot Property, shall equal \$21,000 per Acre for Fiscal Year 2011-12. The Backup Special Tax shall increase thereafter, commencing on July 1, 2012 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Backup Special Tax for the previous Fiscal Year.

(2) **Custom Lot Property**

The Backup Special Tax for Custom Lot Property shall equal \$13,902 per lot for Fiscal Year 2011-12. The Backup Special Tax shall increase thereafter, commencing on July 1, 2012 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Backup Special Tax for the previous Fiscal Year.

Notwithstanding the foregoing, if all or any portion of the Custom Lot Property is subsequently changed or modified in a manner that results in fewer than 15 custom lots, the Backup Special Tax for each Assessor's Parcel of Custom Lot Property that is changed or modified shall be a rate per Acre calculated as follows:

1. Determine the total Backup Special Tax anticipated to apply to the changed or modified portion of the Custom Lot Property prior to the change or modification.
2. Divide the amount determined pursuant to paragraph 1 above by the taxable Acreage of the Custom Lot Property which is expected to be located in such changed or modified area, as determined by the CFD Administrator.
3. The resulting quotient is the Backup Special Tax per Acre, which shall be applicable to Assessor's Parcels of Custom Lot Property in such changed or modified area.

The Backup Special Tax per Acre shall increase thereafter on each July 1, by an amount equal to two percent (2%) of the Backup Special Tax per Acre for the previous Fiscal Year.

2. Undeveloped Property, Taxable Property Owner Association Property, Taxable Public Property and Taxable Religious Property

a. Maximum Special Tax

The Maximum Special Tax for Undeveloped Property, Taxable Property Owner Association Property, Taxable Public Property and Taxable Religious Property in CFD No. 2005-1 shall be \$25,271 per Acre for Fiscal Year 2011-12, and shall increase thereafter, commencing on July 1, 2012 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Maximum Special Tax for the previous Fiscal Year.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2011-12 and for each following Fiscal Year, the Board shall levy the Special Tax as follows:

First: The Special Tax shall be levied on each Assessor's Parcel of Developed Property at 100% of the applicable Assigned Special Tax;

Second: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the Maximum Special Tax for Undeveloped Property;

Third: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, then the levy of the Special Tax on each Assessor's Parcel of Developed Property whose Maximum Special Tax is determined through the application of the Backup Special Tax shall be increased Proportionately from the Assigned Special Tax up to the Maximum Special Tax for each such Assessor's Parcel;

Fourth: If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property, Taxable Public Property or Taxable Religious Property at up to the Maximum Special Tax for Taxable Property Owner Association Property, Taxable Public Property or Taxable Religious Property.

Notwithstanding the above, under no circumstances will the Special Tax levied against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased by more than ten percent as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD No. 2005-1.

E. EXEMPTIONS

No Special Taxes shall be levied on Public Property, Religious Property, and Property Association Property, so long as the Acreage of Taxable Property within CFD No. 2005-1 is at least 58.71 Acres. Tax-exempt status will be assigned by the CFD Administrator in the chronological order in which property becomes Property Owner Association Property, Public Property or Religious Property. However, should an Assessor's Parcel no longer be classified as Property Owner Association Property, Public Property or Religious Property, its tax-exempt status will be revoked.

To the extent that the exemption of an Assessor's Parcel of Public Property, Religious Property, or Property Association Property would reduce the Acreage of Taxable Property within CFD No. 2005-1 below 58.71 Acres, such Assessor's Parcel shall be classified as Taxable Public Property, Taxable Religious Property, or Taxable Property Association Property, as applicable, and shall be subject to the levy of the Special Tax and shall be taxed as part of the fourth step in Section D above, at up to 100% of the applicable Maximum Special Tax for Taxable Property Owner Association Property, Taxable Public Property or Taxable Religious Property.

F. REVIEW/APPEAL COMMITTEE

The Board shall establish as part of the proceedings and administration of CFD No. 2005-1 a special three-member Review/Appeal Committee. Any landowner or resident who feels that the amount of the Special Tax levied on their Assessor's Parcel is in error may file a notice with the Review/Appeal Committee appealing the amount of the Special Tax levied on such Assessor's Parcel. The Review/Appeal Committee shall interpret this Rate and Method of Apportionment and make determinations relative to the annual administration of the Special Tax and any landowner or resident appeals, as herein specified. The decision of the Review/Appeal Committee shall be final and binding as to all persons.

G. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2005-1 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

H. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section H:

“CFD Public Facilities” means either \$15.8 million in 2011 dollars, which shall increase by the Construction Inflation Index on July 1, 2012, and on each July 1 thereafter, or such lower number as (i) shall be determined by the CFD Administrator as sufficient to provide the public facilities to be provided by CFD No. 2005-1 under the authorized financing program for CFD No. 2005-1, or (ii) shall be determined by the Board concurrently with a covenant that it will not issue any more Bonds to be supported by Special Taxes levied under this Rate and Method of Apportionment as described in Section D.

“Construction Fund” means an account specifically identified in the Indenture to hold funds which are currently available for expenditure to acquire or construct public facilities eligible under the Act.

“Construction Inflation Index” means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

“Future Facilities Costs” means the CFD Public Facilities minus (i) public facility costs previously paid from the Construction Fund; (ii) moneys currently on deposit in the Construction Fund; and (iii) moneys currently on deposit in an escrow fund, if any, that are expected to be available to finance public facilities costs.

“Outstanding Bonds” means all Previously Issued Bonds which are deemed to be outstanding under the Indenture after the first interest and/or principal payment date following the current Fiscal Year.

“Previously Issued Bonds” means all Bonds that have been issued by CFD No. 2005-1 prior to the date of prepayment.

1. Prepayment in Full

All Assessor's Parcels of Developed Property and Assessor's Parcels of Undeveloped Property for which a building permit has been issued may be prepaid. The Special Tax obligation applicable to such Assessor's Parcel in CFD No. 2005-1 may be fully prepaid and the obligation of the Assessor's Parcel to pay the Special Tax permanently satisfied as described herein; provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel or any other Assessor's Parcel owned by such owner at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount of such Assessor's Parcel. The CFD Administrator will

charge a fee to the owner requesting prepayment for providing this figure. Prepayment must be made not less than 45 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given to the Trustee pursuant to the Indenture.

The Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
less	<u>Capitalized Interest Credit</u>
Total: equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined below) shall be calculated as follows:

Paragraph No.:

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.
2. For Assessor's Parcels of Developed Property compute the Assigned Special Tax and Backup Special Tax applicable for the Assessor's Parcel to be prepaid. For Assessor's Parcels of Undeveloped Property (for which a building permit has been issued), compute the Assigned Special Tax and Backup Special Tax for that Assessor's Parcel as though it was already designated as Developed Property, based upon the building permit which has already been issued for that Assessor's Parcel.
3. (a) Divide the Assigned Special Tax computed pursuant to paragraph 2 by the total estimated Assigned Special Taxes for the entire CFD No. 2005-1 based on the Developed Property Special Taxes which could be charged in the current Fiscal Year on all expected development through buildout of CFD No. 2005-1, excluding any Assessor's Parcels which have been prepaid, and

(b) Divide the Backup Special Tax computed pursuant to paragraph 2 by the estimated Backup Special Taxes at buildout of CFD No. 2005-1 using the Backup Special Tax amount for the current Fiscal Year, excluding any Assessor's Parcels which have been prepaid.
4. Multiply the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the "Bond Redemption Amount").

5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (the "Redemption Premium").
6. Compute the current Future Facilities Costs.
7. Multiply the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Amount").
8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds.
9. Determine the Special Taxes levied on the Assessor's Parcel in the current Fiscal Year which have not yet been paid.
10. Compute the minimum amount the CFD Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Amount and the Administrative Fees and Expenses from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the prepayment.
11. Add the amounts computed pursuant to paragraphs 8 and 9 and subtract the amount computed pursuant to paragraph 10 (the "Defeasance Amount").
12. Verify the administrative fees and expenses of No. 2005-1, including the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "Administrative Fees and Expenses").
13. The reserve fund credit (the "Reserve Fund Credit") shall equal the lesser of:
(a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero.
14. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the expected

balance in the capitalized interest fund after such first interest and/or principal payment (the "Capitalized Interest Credit").

15. The Special Tax prepayment is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 11 and 12, less the amounts computed pursuant to paragraphs 13 and 14 (the "Prepayment Amount").
16. From the Prepayment Amount, the amounts computed pursuant to paragraphs 4, 5, 11, 13 and 14 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to paragraph 7 shall be deposited into the Construction Fund. The amount computed pursuant to paragraph 12 shall be retained by CFD No. 2005-1.

The Prepayment Amount may be sufficient to redeem other than a \$5,000 increment of Bonds. In such cases, the increment above \$5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined under paragraph 9 (above), the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid, the Board shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Taxes and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay the Special Tax shall cease.

2. Prepayment in Part

The Maximum Special Tax on an Assessor's Parcel of Developed Property or an Assessor's Parcel of Undeveloped Property for which a building permit has been issued may be partially prepaid. The amount of the prepayment shall be calculated as in Section H.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = (P_E - A) \times F + A$$

These terms have the following meaning:

- PP = the partial prepayment
P_E = the Prepayment Amount calculated according to Section H.1
F = the percent by which the owner of the Assessor's Parcel(s) is partially prepaying the Maximum Annual Special Tax.

A = the Administration Fees and Expenses from Section H.1

The owner of an Assessor's Parcel who desires to partially prepay the Maximum Special Tax shall notify the CFD Administrator of such owner's intent to partially prepay the Maximum Special Tax and the percentage by which the Maximum Special Tax shall be prepaid. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Maximum Special Tax for an Assessor's Parcel within 30 days of the request and will charge a fee to the owner requesting prepayment for providing this figure.

With respect to any Assessor's Parcel that is partially prepaid, the School District shall (i) distribute the funds remitted to it according to Paragraph 16 of Section H.1. and (ii) indicate in the records of CFD No. 2005-1 that there has been a partial prepayment of the Maximum Special Tax and that a portion of the Maximum Special Tax equal to the outstanding percentage (1.00 - F) of the remaining Maximum Special Tax shall continue to be authorized to be levied on such Assessor's Parcel pursuant to Section D.

Notwithstanding the foregoing, no full or partial Special Tax prepayment shall be allowed unless the amount of Assigned Special Taxes that may be levied on Taxable Property within CFD No. 2005-1 both prior to and after the proposed prepayment, less expected Administrative Expenses, is at least 1.1 times the maximum annual debt service on all Outstanding Bonds.

I. TERM OF SPECIAL TAX

The Special Tax shall be levied for the period necessary to fully satisfy the Special Tax Requirement, but in no event shall it be levied after Fiscal Year 2051-52.

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CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: **CERTIFICATION OF 2010-2011 SECOND INTERIM REPORT AND
ADOPTION OF RESOLUTION NO. 1011-42, INCORPORATING 2010-
2011 REVENUE AND EXPENDITURE ADJUSTMENTS**

BACKGROUND INFORMATION

In accordance with Education Code §42130, school districts are required to prepare and submit Interim Financial Reports to the governing board. The purpose of these reports is to notify appropriate State and County Office of Education officials as to whether or not the district will be able to meet its financial obligations for the remainder of the fiscal year. Additionally, as required by AB 2756, districts must certify that minimum reserve levels are projected to be met in the two subsequent fiscal years.

The Board is required to certify each Interim Report to indicate it has been informed of the financial stability of the District. The Superintendent is also required to certify that an interim report review has been conducted using the State-adopted Criteria & Standards. The District's second interim reporting period is based upon activity from July 1, 2010, through January 31, 2011.

Additionally, AB 1200 mandates that school districts prove multi-year fiscal solvency through their interim reporting and annual budget. District financial reporting is certified as positive, qualified, or negative for the reporting period. The certification is an evaluation of the district's ability to maintain fiscal solvency in the current and two future fiscal years.

CURRENT CONSIDERATION

This agenda item presents a 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, however there are budget reductions yet to be specifically identified in the subsequent fiscal years. As discussed with Trustees at previous Board meetings, a self-qualified certification of the Second Interim Report presents additional oversight from the Orange County Department of Education (OCDE) 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.

Additionally, the Governor released the January Proposal for the 2011-2012 State Budget on January 10, 2011. This proposed budget contains assumptions and recommendations that will have a significant impact upon the 2011-2012 and 2012-2013 budget projections for the District. The proposals will potentially require a further \$17.3 million in ongoing cuts, beginning in 2011-2012. This additional proposed ongoing cut brings the total projected ongoing budget reductions needed to \$12.0 million in 2011-2012, and \$13.4 million in 2012-2013.

2010-2011 Financial Information:

The Second Interim Report (Exhibit A) is supported by the General Fund Income and Expenditure Summary (Restricted and Unrestricted), Average Daily Attendance Report, Actual and Projected Monthly Cash Flow, a Recap of the Revenue and Expenditure Changes, the Criteria and Standards Certification and Checklist, and the Multi-Year Projections. Also included are Income and Expenditure Summaries for other District funds where budgets have changed. Resolution No. 1011-42 (Exhibit B) incorporates revenue and expenditures increases and decreases in the current fiscal year.

Multi-Year Projections:

Exhibit C includes the District's major budget assumptions as outlined by the OCDE and School Services of California, used to project the District's 2010-2011, 2011-2012, and 2012-2013 revenue and expenditures.

Revenue – The Second Interim Report's multi-year projection incorporates the information as outlined in the Governor's January Budget Proposal, which included no changes to revenue for 2010-2011. However, the District will experience an increased deficit factor applied to the statutory revenue limit, and a potential ongoing reduction to the statutory revenue limit. The Governor's January Budget Proposal showed two possible scenarios for the 2011-2012 fiscal year, depending on the outcome of the State's expenditure reductions and the extension of the temporary taxes currently in place. Option I assumes the expenditure reductions are fully implemented and the temporary taxes are extended. Option II, which CUSD is incorporating into its multi-year projection, assumes that the expenditure reductions are fully implemented, and the temporary taxes are not extended.

The Governor's January Budget Proposal (Option II) increases the deficit factor from 17.963 percent in 2010-2011 to 19.608 percent in 2011-2012 and 2012-2013. This increase to the deficit factor eliminates the 1.67 percent Cost of Living Adjustment (COLA) the District is projected to receive in 2011-2012 and results in a revenue limit reduction of \$18 per average daily attendance (ADA). Additionally, Option II proposes an ongoing \$330 reduction per ADA revenue limit funding. The increased deficit factor and ongoing reduction total \$348 per ADA in ongoing reductions, which is approximately \$17.3 million for the District.

Enrollment – Funded ADA enrollment is budgeted to be 50,030 students for the 2010-2011 fiscal year. This represents a funded ADA enrollment decrease of 175 students from the 2009-2010 fiscal year. Funded ADA enrollment is projected to decline by an additional 409 in 2011-2012, and an additional 1,021 in 2012-2013.

Salary Projections – Negotiations have been settled for the current year with all represented groups. Currently, step and column and Health and Welfare amounts are budgeted based on position control and determined rates. For the 2011-2012 and 2012-2013 fiscal years, step and column and Health and Welfare benefit costs have been included in the projection.

Reserve for Economic Uncertainties and Required Budget Reductions – As shown in the multi-year projection (Exhibit A), the Reserve for Economic Uncertainties is projected to be 2.02 percent in 2010-2011, 2.07 percent in 2011-2012, and 2.22 percent in 2012-2013. In order to maintain these reserve levels, approximately \$12.0 million in ongoing budget reductions must be identified in the 2010-2011 fiscal year for incorporation into the 2011-2012 budget, and a further \$13.4 million in ongoing reductions must be incorporated into the 2012-2013 projection. Should there be reduced revenues as a result of the Governor's May Revise or the adopted State Budget, additional reductions will be needed.

FINANCIAL IMPLICATIONS

The financial implications related to this agenda item have been detailed in the various exhibits. A full set of the Second Interim financial statements are attached (Exhibit A) and will be on the Business Services website.

STAFF RECOMMENDATION

It is requested Board President recognize Ron Lebs, Deputy Superintendent, Business & Support Services, who will make a presentation related to this agenda item. Following the presentation, it is recommended the Board of Trustees:

1. Approve the Self-Qualified Certification of the Second Interim Report for the period July 1, 2010, through January 31, 2011 (Exhibit A) and authorize its filing with the Orange County Superintendent of Schools.
2. Approve Resolution No. 1011-42 (Exhibit B) incorporating revenue and expenditure increases/decreases for the District's various funds for 2010-2011.

DISCUSSION/
ACTION

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1011-42

RESOLUTION FOR REVENUE AND EXPENDITURE
INCREASES/DECREASES

WHEREAS, the Governing Board of Capistrano Unified School District has determined that the increase in income of \$6,680,238 are required for the current fiscal year from sources listed in § 42602 of the Education Code of California; and

WHEREAS, THE Governing Board of Capistrano Unified School District can show just cause for the increase in expenditures of \$8,418,110; and

NOW, THEREFORE BE IT RESOLVED that pursuant to § 42602 of the Education Code of California such decrease in funds of \$1,737,872 are to be appropriated according to the following schedule:

<u>District & Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-01	GENERAL FUND		
	<u>Income Source</u>		
	9799	Reinstatements: Beginning Balance	\$ -
	8011	Revenue Limit Sources	243,970
	8290	Federal Revenue	3,107,735
	8590	State Revenue	2,103,621
	8699	Local Revenue	766,215
	8919	Interfund Transfers In	
		Total Income	\$ 6,221,541
	<u>Expenditure Appropriation</u>		
	1100	Teacher Salaries	\$ 1,169,145
	2200	Classified Support Salaries	2,062,330
	3101	STRS: Certificated	2,480,407
	4300	Materials & Supplies	986,509
	5600	Rentals, Leases & Repairs	1,160,056
	6400	Capitalized Furniture & Equipment	(1,000)
	7223	Outgoing Tuition	19,509
	7350	Indirect Costs	(639)
	7438	Debt Service	18,791
	9770	Designated for Economic Uncertainties	(202,021)
	9780	Other Designations	(1,471,546)
		Total Expenditure Appropriation	\$ 6,221,541

<u>District & Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-11			
		ADULT EDUCATION	
		<u>Income Source</u>	
	9799	Reinstatements: Beginning Balance	\$ -
	8011	Revenue Limit Sources	
	8290	Federal Revenue	
	8590	State Revenue	
	8699	Local Revenue	500,000
	8919	Interfund Transfers In	
		Total Income	\$ 500,000
		<u>Expenditure Appropriation</u>	
	1100	Teacher Salaries	\$ 236,780
	2200	Classified Support Salaries	92,916
	3101	STRS: Certificated	11,697
	4300	Materials & Supplies	20,577
	5600	Rentals, Leases & Repairs	189,696
	7350	Indirect Costs	639
	9770	Designated for Economic Uncertainties	
	9780	Other Designations	(52,305)
		Total Expenditure Appropriation	\$ 500,000
068-12			
		CHILD DEVELOPMENT	
		<u>Income Source</u>	
	9799	Reinstatements: Beginning Balance	\$ -
	8011	Revenue Limit Sources	
	8290	Federal Revenue	
	8590	State Revenue	
	8699	Local Revenue	4,400
	8919	Interfund Transfers In	
		Total Income	\$ 4,400
		<u>Expenditure Appropriation</u>	
	1100	Teacher Salaries	
	2200	Classified Support Salaries	
	3101	STRS: Certificated	
	4300	Materials & Supplies	4,400
	5600	Rentals, Leases & Repairs	12,000
	7350	Indirect Costs	
	7438	Debt Service	
	7619	Interfund Transfers Out	
	9770	Designated for Economic Uncertainties	
	9780	Other Designations	(12,000)
		Total Expenditure Appropriation	\$ 4,400

<u>District & Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-14		DEFERRED MAINTENANCE	
		<u>Income Source</u>	
	9799	Reinstatements: Beginning Balance	
	8011	Revenue Limit Sources	
	8290	Federal Revenue	
	8590	State Revenue	4,297
	8699	Local Revenue	(50,000)
	8919	Interfund Transfers In	
		Total Income	\$ (45,703)
		<u>Expenditure Appropriation</u>	
	1100	Teacher Salaries	\$ -
	2200	Classified Support Salaries	(3,600)
	3101	STRS: Certificated	3,608
	4300	Materials & Supplies	(2,211)
	5600	Rentals, Leases & Repairs	1,500
	6400	Capitalized Furniture & Equipment	(45,000)
	7619	Interfund Transfers Out	
	9770	Designated for Economic Uncertainties	
	9780	Other Designations	
		Total Expenditure Appropriation	\$ (45,703)

<u>District & Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-25		CAPITAL FACILITIES	
		<u>Income Source</u>	
	9799	Reinstatements: Beginning Balance	\$ -
	8011	Revenue Limit Sources	
	8290	Federal Revenue	
	8590	State Revenue	
	8699	Local Revenue	
	8919	Interfund Transfers In	
		Total Income	\$ -
		<u>Expenditure Appropriation</u>	
	1100	Teacher Salaries	\$ -
	2200	Classified Support Salaries	
	3101	STRS: Certificated	
	4300	Materials & Supplies	
	5600	Rentals, Leases & Repairs	
	6400	Capitalized Furniture & Equipment	
	7619	Interfund Transfers Out	
	9770	Designated for Economic Uncertainties	
	9780	Other Designations	
		Total Expenditure Appropriation	\$ -

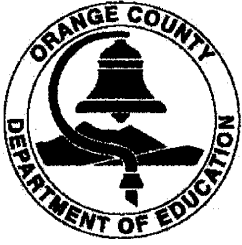
<u>District & Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-40		WORKERS COMPENSATION	
		<u>Income Source</u>	
	9799	Reinstatements: Beginning Balance	
	8011	Revenue Limit Sources	
	8290	Federal Revenue	
	8590	State Revenue	
	8625	Community Redevelopment Funds	
	8919	Interfund Transfers In	
		Total Income	\$ -
		<u>Expenditure Appropriation</u>	
	1100	Teacher Salaries	\$ -
	2200	Classified Support Salaries	
	3101	STRS: Certificated	
	4300	Materials & Supplies	
	5800	Services & Other Operating Expenses	
	7299	Transfers Out	
	9770	Designated for Economic Uncertainties	
	9780	Other Designations	
		Total Expenditure Appropriation	\$ -
District			
<u>& Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-68		HEALTH & WELFARE	
		<u>Income Source</u>	
	9799	Reinstatements: Beginning Balance	\$ -
	8011	Revenue Limit Sources	
	8290	Federal Revenue	
	8590	State Revenue	
	8699	Local Revenue	
	8919	Interfund Transfers In	
		Total Income	\$ -
		<u>Expenditure Appropriation</u>	
	1100	Teacher Salaries	\$ -
	2200	Classified Support Salaries	
	3101	STRS: Certificated	
	4300	Materials & Supplies	
	5800	Services & Other Operating Expenses	
	7619	Interfund Transfers Out	
	9770	Designated for Economic Uncertainties	
	9780	Other Designations	
		Total Expenditure Appropriation	\$ -

<u>District & Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-70		PROPERTY & LIABILITY	
		<u>Income Source</u>	
	9799	Reinstatements: Beginning Balance	\$ -
	8011	Revenue Limit Sources	
	8290	Federal Revenue	
	8590	State Revenue	
	8699	Local Revenue	
	8919	Interfund Transfers In	
		Total Income	\$ -
		<u>Expenditure Appropriation</u>	
	1100	Teacher Salaries	
	2200	Classified Support Salaries	
	3101	STRS: Certificated	
	4300	Materials & Supplies	
	5600	Rentals, Leases & Repairs	
	7619	Interfund Transfers Out	
	9770	Designated for Economic Uncertainties	
	9780	Other Designations	
		Total Expenditure Appropriation	\$ -

APPROVED AND ADOPTED this 8th day of March 2011.

Ayes: _____
 Noes: _____
 Absent: _____

 Secretary, Board of Trustees



**ORANGE COUNTY
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February 11, 2011

To: Assistant Superintendents, Business Services
Directors, Business Services
ROC/Ps

From: Wendy Benkert, Ed.D., Assistant Superintendent
Business Services

Subject: **Orange County Budget Advisory for the 2010-11 Second
Interim Report and Related Multi-Year Projections**

Since May 2008, County Office Chief Business Officials have been working with various statewide educational organizations to craft common messages to advise school districts on assumptions for budget and interim reports. The attached budget advisory provides guidance for the 2010-11 Second Interim Report and is based upon the 2010-11 Budget Act and the Governor's 2011-12 January Proposed Budget.

If you have any questions or concerns regarding this information, please contact me at (714) 966-4229.

cc: Superintendents
Dari Barzel, Moody's Investors Services
Jean Buckley, Tamalpais Advisors, Inc.
Kevin Hale, Orrick, Herrington & Sutcliffe
Arto Becker, Hawkins, Delafield & Wood

Orange County Budget Advisory
2010-11 Second Interim and Related Multi-year Projections
Based on the Governor's January 2011-12 Budget Proposal
February 11, 2011

BACKGROUND

This document provides guidance for the 2010-11 Second Interim Report and related Multi-year projections (MYPs) and reflects the 2010-11 Enacted State Budget and the 2011-12 Governor's January Proposed Budget.

Governor Brown's 2011-12 Proposed Budget mirrors many of the same issues of past administrations. The Governor has acknowledged that education has been the only major program that has taken disproportionate budget reductions since 2007-08. As a result, he is committed to protecting education and therefore, proposed flat funding for education for 2011-12. However, flat funding really results in about a \$19 per average daily attendance (ADA) reduction.

Governor Brown is a veteran politician and has spent his short tenure by engaging both the Legislature and the public in discussions over the State's fiscal crisis. He has indicated that the 2011-12 Budget will be balanced when enacted. He readily acknowledges the State's severe fiscal crisis and on January 20, 2011, he reaffirmed the fiscal emergency authorized by Proposition 58 of 2004 and declared by Governor Schwarzenegger on December 6, 2010. The 2011-12 Governor's Proposed Budget was submitted with an estimate of an 18 month budget shortfall of \$25.4 billion, comprised of \$8.2 billion shortfall in 2010-11 and a \$17.2 billion shortfall in 2011-12. The Governor's proposal addresses the shortfall through application of three major components: expenditure reductions of \$12.5 billion over two years (2010-11 and 2011-12); revenue enhancements of \$12 billion over the same two year period to be achieved through a June ballot measure to extend the temporary taxes enacted in 2009-10 by five years (.25% surcharge on income tax, 1 cent increase in the sales tax, .5% increase in the vehicle license fee); and borrowings of \$1.9 billion from special funds and other one-time measures.

The success of this Proposal is heavily dependent upon 2/3 bipartisan legislative approval to place the tax extension measure on the ballot and then the majority of the voters approving the tax extension. Additionally, the Legislature would have to agree to expenditure reductions similar to ones that they have rejected in prior years. Part of his strategy is a proposal to realign or to shift responsibility of many programs along with the revenue sources to local governments. This would include using one-time Proposition 63 funds of \$861 million to fund community mental health services. There are many challenges ahead for the Governor and the Legislature to balance this budget.

If all of the Governor's strategies are enacted, then the total K-14 Proposition 98 funding would be \$49.3 billion, slightly less than the 2010-11 level of \$49.7 billion. The proposed budget is based on a Test 1 formula which uses a percentage or share of the State's General Fund Revenues which has been about 41.2%. A significant part of the proposal is to defer an additional \$2.1 billion for K-12 education, bringing the total K-12 funding deferrals to about \$9.3 billion per year.¹

Education is very appreciative of the increased funding for 2010-11 and the proposed level funding for 2011-12 and the acknowledgement of the importance of California's education system. However, there is

¹ \$961 million in Community College funding is deferred to the subsequent year. Thus the total K-14 deferral across fiscal years is over \$10.98 billion. The \$10.98 billion consists of the \$9.3 billion for K-12 Principal Apportionment, \$570 million for K-3 Class Size Reduction, \$38.7 million for School Safety Violence Prevention, \$100.1 million for the Targeted Instructional Improvement Grant, and the \$961 million for Community Colleges.

reason to be extremely cautious with this budget. There are several significant factors that warrant such caution:

- This budget was not based on a robust economic recovery but is supported by political deals. Many of the assumptions are aggressive and optimistic.
- This Governor is faced with a divided Legislature with Republicans opposing tax increases and Democrats opposing expenditure cuts.
- In order to receive flat funding for education, the Legislature must approve the ballot measure and the voters must approve the extension of temporary taxes for five additional years. The voters are being asked to approve tax increases when unemployment is at a high in California. If this fails, education's share of the loss would be reflected by a reduction in Proposition 98 of about \$2.3 billion or approximately \$330 per student. In order for the taxes to be enacted as proposed, it would require a 2/3 vote of the legislature which necessitates bipartisan support and then a majority vote of the electorate.
- Many of the proposed expenditure reductions are ones that the Legislature has refused to enact in the past. These are programs strongly supported by the Democrats.
- There are some signs of a United States (US) economic recovery, but California lags behind. The economy is the key to financial recovery for the State. Current projections by the University of California Los Angeles' (UCLA) Anderson Forecast suggest that the economy will remain sluggish for the next several years with a full recovery not expected until 2016; although some improvement is projected for 2011.
- The ongoing gap between revenues and expenditures has gotten worse with the 2011-12 Budget. This Governor faces the biggest deficit ever faced by any other Governor in history.
- California's unemployment rate is 12.4% compared to 9.4% for the US as a whole.
- The State Treasurer released the 2010 Debt Affordability Report which reflects that California continues to have the lowest general obligation bond rating of any state. This could impact future sales of revenue anticipation notes (RANs) which could result in more deferrals to education funding.
- Education is faced with another \$2.1 billion in deferrals bringing the total to about \$9.3 billion. Education must have higher reserves in order to meet their financial obligations or have alternative sources of borrowing.
- American Recovery and Reinvestment Act (ARRA) funds are one-time revenues and must be obligated by September 30, 2011. Additionally, the State is no longer impacted by the federal maintenance of effort requirements as of June 30, 2011.
- The Federal Jobs bill provides additional funding, but it provides only one-time revenues and must be expended by September 30, 2012.
- This is not necessarily the worst case scenario. For example, it does not consider the Legislature's resolution of any further expenditure reductions.

REVENUE LIMIT AND COST OF LIVING ADJUSTMENTS (COLAS)

The 2010-11 Enacted Budget eliminated the 3.85% revenue limit cut and the negative 0.39% COLA, resulting in approximately 5.17% more revenue limit funding for 2010-11 over the amount for 2009-10. The Governor's Budget for 2011-12 proposes no mid-year cuts for 2010-11 and an additional deferral of \$2.1 billion from 2011-12 to 2012-13. The 2011-12 Governor's Budget assumes a 1.67% COLA on revenue limits, and a .22% increase for growth in ADA, the latter which is equivalent to \$19 per ADA. The K-12 deficit factor was increased to 19.608%, by an amount sufficient to offset the increases for COLA

and ADA growth. The Governor's Budget also was built on the assumption that voters will approve a tax extension package.

The 2010-11 Enacted State Budget and the 2011-12 Proposed Governor's Budget specifies the deficit factor for revenue limits for 2010-11 and 2011-12 as defined in the following table:

	2010-11 Enacted State Budget	2011-12 Governor's Proposed Budget
Statutory Cost of Living Adjustment (COLA)	(0.39%)	1.67%
K-12 Deficit	17.963% (.82037)	19.608% (.80392)
County Office Deficit	18.250% (.8175)	19.892% (.80108)

The (0.39%) actual COLA for 2010-11 and the 1.67% Estimated COLA for 2011-12 translate into the following statewide average base revenue limit amount per ADA:

School District Type	2010-11 Statutory COLA (0.39%) - Actual	2011-12 Estimated Statutory COLA 1.67%
Elementary	(\$24)	\$102
High School	(\$29)	\$123
Unified	(\$25)	\$107

We recommend that school districts use the School Services of California (SSC) Dartboard (See Attachment A for the Governor's 2011-12 Budget Proposal Dartboard), which was updated based on the 2010-11 Enacted State Budget and the 2011-12 Proposed Governor's Budget in the development of the 2010-11 Second Interim Report and the related MYPs for 2011-12 and 2012-13. **We strongly agree with SSC's Dartboard line entitled, "SSC's Recommended Planning COLA-Governor's Budget."** This recommendation is to use the statutory COLA of 1.67% and apply a deficit factor of 19.608% which results in a net funded COLA of (0.369%) for 2011-12, plus an additional ongoing revenue limit reduction of approximately \$330 per ADA based on the expiration of the temporary taxes under current law. There is still concern about the COLAs for 2012-13 and beyond. However, the SSC Dartboard is the best data at this time. School districts may want to designate a reserve for any COLAs reflected in the MYPs pending more data for potential funding.

Meals for Needy Pupils and Beginning Teacher Salaries (AB 851)

Assembly Bill (AB) 851, Chapter 374 signed by the Governor on October 11, 2009, makes adjustments to school district base revenue limits beginning with the 2010-11 fiscal year.

Beginning in 2010-11, the revenue limit add-ons for meals for the needy pupils and incentives to increase beginning teacher salaries will be converted to a combined per ADA amount using 2007-08 as the base year, with cost of living increases added for 2008-09 and 2009-10.

The adjustment to the meals for the needy pupils was intended to be revenue neutral. However, there are winners and losers based on increases or decreases to caseloads for these programs. Clean up legislation is required to ensure it is revenue neutral. AB 2366 was intended to partially fix the issue, but the bill did not make it through the legislative session. The 2011-12 Proposed Governor's Budget does not address this issue.

CASH MANAGEMENT

Intra-Year Principal Apportionment Deferrals

ABX8 14 allows the State of California to defer up to \$2.5 billion dollars at three specific times within the 2010-11 fiscal year that must be repaid to schools in full by April 29, 2011. On March 30, 2010, pursuant to Government Code section 16326(a), the Controller, Treasurer, and Director of Finance specified a plan, which was revised on August 23, 2010, to defer the following payments:

- July 2010 payments were deferred for 60 days, in the amount of \$2.5 billion. The entire \$1.5 billion July advance principal apportionment payment was deferred along with approximately \$1 billion of the prior year deferrals from February 2010 and June 2010.
- About \$2.3 billion of the September 2010 recertified advance apportionment payment was deferred for 90 days to December 2010.
- The March 2011 first principal apportionment payment will be deferred until April 29, 2011, the amount of the deferral shall not exceed \$2.5 billion.

ABX8 14 also gives the State Controller, State Treasurer, and Director of Finance the authority to shift the three deferrals to the prior month or delay until the subsequent month. Any authorized change would require a 30-day legislative notification.

Trailer bill legislation for the Governor's 2011-12 January Budget Proposal calls for a continuation of the Government Code section 16326(a) deferrals in the 2011-12 fiscal year. The July, October, and March apportionments would be deferred for 60, 90, and 60 days, respectively. With a 30 day notification, the State Controller, State Treasurer, and Director of Finance will retain the authority to shift the three deferrals to the prior month or delay until the subsequent month. LEAs should project 2011-12 cash flows accordingly.

If the State is unable to defer \$2.5 billion from the principal apportionment in July, October, and March, the difference between \$2.5 billion and the amount deferred from the principal apportionment will be applied to categorical programs that are outside of the principal apportionment.

Inter-Year Principal Apportionment Deferrals

AB 1610 authorized additional principal apportionment deferrals for K-12 Education, commencing in 2010-11. AB 1610 defers \$420 million from April 2011 to July 2011, \$800 million from May 2011 to July 2011, and \$500 million from June 2011 to July 2011. **The Governor's 2011-12 January Budget Proposal calls for a new inter-year deferral of \$2.1 billion, commencing with the 2011-12 fiscal year. Per the proposed trailer bill language, the new deferral will be an ongoing twelve month deferral from July 2011 to July 2012.** Please refer to the tables below for a complete list of principal apportionment deferrals. It is important to note that \$6.5 billion will be deferred from 2010-11 to 2011-12 and \$9.3 billion will be deferred from 2011-12 to 2012-13. The percentage of principal apportionment funds deferred across fiscal years in 2011-12 is 35.5%. Please refer to Attachment B for a graphic illustration of all principal apportionment deferrals.

2010-11		2011-12	
Deferral Amount	Timeframe	Deferral Amount	Timeframe
\$2.5 billion	July 2010 to September 2010	\$2.5 billion	July 2011 to September 2011
\$2.5 billion	September 2010 to December 2010	\$2.1 billion	July 2011 to July 2012
\$2.0 billion	February 2011 to July 2011	\$2.5 billion	October 2011 to January 2012
\$2.5 billion	March 2011 to April 29, 2011	\$2.0 billion	February 2012 to July 2012
\$420 million	April 2011 to July 2011	\$2.5 billion	March 2012 to April 29, 2012
\$679 million	April 2011 to August 2011	\$420 million	April 2012 to July 2012
\$800 million	May 2011 to July 2011	\$679 million	April 2012 to August 2012
\$1.0 billion	May 2011 to August 2011	\$800 million	May 2012 to July 2012
\$2.3 billion ²	June 2011 to July 2011	\$1.0 billion	May 2012 to August 2012
		\$2.3 billion ²	June 2012 to July 2012
\$14.7 billion	Total Deferrals	\$16.8 billion	Total Deferrals
\$7.2 billion	Deferred across fiscal years	\$9.3 billion	Deferred across fiscal years

Also note that changes in property valuations can significantly affect cash flow. Also, the change in status from a Revenue Limit school district to a Basic Aid school district will impact the timing of when a district receives cash.

Other Inter-Year Payment Deferrals

In addition to the inter-year principal apportionment payment deferrals, there are three inter-year deferrals applicable to K-3 Class Size Reduction (CSR), School Safety Violence Prevention (SSVP), and Targeted Instructional Improvement Grant (TIIG). These programmatic deferrals are in effect for 2010-11 and 2011-12. The deferral amounts are listed below:

- \$570 million for K-3 CSR (45% deferred across fiscal years)
- \$38.7 million for School Safety Violence Prevention (49% deferred across fiscal years)
- \$100.1 million for the Targeted Instructional Improvement Grant (12% deferred across fiscal years)

Apportionment Schedules

SBX4 16 significantly changed the schedule for the principal apportionment and the special purpose apportionment and added a schedule for Education Code (EC) Section 42605 budget items (Tier III Categorical Programs). The following tables outline the principal apportionment schedules referenced in Education Code Section 14041 (note that a negative amount includes funds being deferred to a different timeframe, a positive amount shows funds being restored from a prior deferral). SBX4 16 Section 3 also specifies an apportionment schedule for EC 42605 budget items (Tier III Categorical Programs). In light of the reduced and deferred apportionments and change in timing of distribution of funds from the State, a great deal of emphasis must be placed on cash flow analysis and monitoring.

² 100% of the June P-2 Principal Apportionment payment is deferred to July (the June payment is scored as \$1.6 billion for Proposition 98 purposes but is actually the higher amount shown on the table).

Please note that the principal apportionment deferrals will impact each school district differently depending upon: (1) the amount of State Aid revenue limit funding that each district receives and (2) the principal apportionment schedule that is dictated by Education Code Section 14041.

The first apportionment table outlines the apportionment schedule for school districts and county offices per **Education Code Section 14041(a)(1)(2)(3)(4)**. The schedule below applies to all Orange County districts with the exception of Buena Park Elementary, Brea Olinda Unified, and Laguna Beach Unified. Please note that the percentages deferred across fiscal years on the schedule below is only 33.5% and does not match the 35.5% mentioned on page 4 because the schedule below assumes the 5%, 5%, 9% (SBX4-16) apportionment schedule for the entire fiscal year and does not account for the changes associated with the First and Second Principal Apportionment certifications.

Principal Apportionment Monthly Payment Schedule

Education Code Section 14041(a)(1)(2)(3)(4)

Month	SBX4 -16 Monthly Payment Schedule	2010-11			2011-12		
		Monthly Payment Schedule with Deferrals**	Monthly % Shortfall/ Excess	Cumulative % Shortfall/ Excess	Monthly Payment Schedule with Deferrals**	Monthly % Shortfall/ Excess	Cumulative % Shortfall/ Excess
July *	5.00%	0.00%	-5.00%	-5.00%	0.00%	-5.00%	-5.00%
August *	5.00%	5.00%	0.00%	-5.00%	5.00%	0.00%	-5.00%
September *	9.00%	5.00%	-4.00%	-9.00%	9.00%	0.00%	-5.00%
October	9.00%	9.00%	0.00%	-9.00%	0.00%	-9.00%	-14.00%
November	9.00%	9.00%	0.00%	-9.00%	9.00%	0.00%	-14.00%
December	9.00%	18.00%	9.00%	0.00%	9.00%	0.00%	-14.00%
January	9.00%	9.00%	0.00%	0.00%	18.00%	9.00%	-5.00%
February ***	9.00%	1.00%	-8.00%	-8.00%	1.00%	-8.00%	-13.00%
March	9.00%	0.00%	-9.00%	-17.00%	0.00%	-9.00%	-22.00%
April ***	9.00%	13.60%	4.60%	-12.40%	13.60%	4.60%	-17.40%
May ***	9.00%	1.90%	-7.10%	-19.50%	1.90%	-7.10%	-24.50%
June	9.00%	0.00%	-9.00%	-28.50%	0.00%	-9.00%	-33.50%
<u>Subsequent Year</u>							
July		21.90%		-6.60%	26.90%		-6.60%
August		6.60%		0.00%	6.60%		0.00%

* Does not include prior year deferrals

**Includes intrayear deferrals

***Percentages are estimated based on the statewide 2010-11 Recertified Advance Apportionment.

Per **Education Code Section 14041(a)(7)**, the following apportionment table is for school districts that reported less than 5,000 units of average daily attendance in the 1979-80 fiscal year and that received 39 percent or more, but less than 75 percent, of their total revenue limits from local property taxes in that fiscal year. This schedule is only applicable for Buena Park Elementary, Brea Olinda Unified, and Laguna Beach Unified.

Principal Apportionment Monthly Payment Schedule

Education Code Section 14041(a)(7)

Month	SBX4 -16 Monthly Payment Schedule	2010-11			2011-12		
		Monthly Payment Schedule with Deferrals**	Monthly % Shortfall/ Excess	Cumulative % Shortfall/ Excess	Monthly Payment Schedule with Deferrals**	Monthly % Shortfall/ Excess	Cumulative % Shortfall/ Excess
July *	15.00%	0.00%	-15.00%	-15.00%	0.00%	-15.00%	-15.00%
August *	15.00%	15.00%	0.00%	-15.00%	15.00%	0.00%	-15.00%
September *	15.00%	15.48%	0.48%	-14.52%	15.00%	0.00%	-15.00%
October	15.00%	15.00%	0.00%	-14.52%	0.00%	-15.00%	-30.00%
November	0.00%	0.00%	0.00%	-14.52%	0.00%	0.00%	-30.00%
December	0.00%	14.52%	14.52%	0.00%	0.00%	0.00%	-30.00%
January	6.00%	6.00%	0.00%	0.00%	21.00%	15.00%	-15.00%
February ***	6.80%	0.80%	-6.00%	-6.00%	0.80%	-6.00%	-21.00%
March	6.80%	0.00%	-6.80%	-12.80%	0.00%	-6.80%	-27.80%
April ***	6.80%	10.30%	3.50%	-9.30%	10.30%	3.50%	-24.30%
May ***	6.80%	1.40%	-5.40%	-14.71%	1.40%	-5.40%	-29.71%
June	6.80%	0.00%	-6.80%	-21.51%	0.00%	-6.80%	-36.51%
<u>Subsequent Year</u>							
July		16.47%		-5.04%	31.47%		-5.04%
August		5.04%		0.00%	5.04%		0.00%

* Does not include prior year deferrals

**Includes intrayear deferrals

***Percentages are estimated based on the statewide 2010-11 Recertified Advance Apportionment.

K-3 CLASS SIZE REDUCTION (CSR)

As added by SBX3 4 and amended by ABX4 2, E.C. Section 52124.3 restricted participation in the K-3 CSR program to those LEAs that had applied for 2008-09 K-3 CSR funds by January 31, 2009, and capped LEA funding in 2008-09 through 2011-12 to the total number of classes reported on that application. Although LEAs are not held to the reported grades levels on the 2008-09 Operations Application, they must claim funds in adherence with the grade level implementation priorities at each school-site.

It should be noted, the district cap is applied to the total number of classes, not the total number of Option One classes separate from the total number of Option Two classes. As such, LEAs may now, under certain circumstances, "switch between options." For example, if a district operates 2 classes of 27:1 for one-half of the instructional day and these classes become 3 Option Two classes of 18:1 for the other half of the day, subject to the class count cap, the district may claim either 2 Option One classes of 27:1 or 3 Option Two classes of 18:1. It may not claim 3 Option One classes, however, because it did not maintain a reduced size class of 18:1 for the full day. Similarly, if a district applied for 3 Option Two first grade

classes in 2008-09 and now operates 2 first grade classes of 30:1 for the full day, it may now claim Option One funding (instead of Option Two funding) of 30:1 for the 2 classes. Districts should read carefully the California Department of Education (CDE) claiming instructions for more information.

2009-10 Program. The 2010-11 Budget Trailer Bill cut \$339,956,000 in funding from the 2009-10 program, specifically, from the appropriation of funds deferred from 2009-10 to 2010-11. This cut has caused the 2009-10 program to be overspent by almost \$50 million, and the amount will be recovered from the February 2011 apportionment.

2010-11 Program. The 2010-11 program is funded through a continuous appropriation which means, without additional legislative action, the program will be fully funded at rates of \$1,071 per pupil for Option One (full day) and \$535 per pupil for Option Two (half day). The budget assumes an expenditure level that is \$85 million below the level applied for in 2010-11.

2011-12 Program. The Governor's Budget proposes total funding equal to the 2010-11 budget assumption, to provide funding through budget act and trailer bill appropriations instead of through a continuous appropriation, and maintains funding rates at 2010-11 levels.

The 2011-12 Proposed Governor's Budget has proposed extension of the reduced penalties through 2013-14 as follows:

CSR Graduated Penalties	
Class Size	2008-09 to 2013-14
Up to 20.44	No penalty
20.45 to 21.44	5% penalty
21.45 to 22.44	10% penalty
22.45 to 22.94	15% penalty
22.95 to 24.94	20% penalty
24.95 or more	30% penalty

It is believed that CSR flexibility through 2013-14 will be enacted. Therefore, school districts may include this revenue through 2013-14 in the MYPs. The CSR programs still sunset one year earlier than other Tier 3 Categorical Flexibility programs.

Class Size Penalties

School districts must note that the Education Code provides for maximum class size limits as follows:

- Kindergarten: Average of 31:1, with no class exceeding 33
- Grades 1-3: Average of 30:1, with no class exceeding 32
- Grades 4-8: Average of 29.9:1 or the school district's average number of pupils per teacher in 1964, whichever is greater.

The following SSC website lists the 1964 average class size data for all school districts: <http://sscal.com/download.cfm?id=12>.

If a school district exceeds these limits, there will be a loss of the revenue limit funding for every student over these limits. Districts may apply for a class size waiver with the State Board of Education.

SPECIAL EDUCATION

Special Education AB 602 funding has a 0% COLA for 2010-11 and 2011-12. The estimated statutory COLA for 2012-13 is 1.80%. However, we caution school districts to consider excluding this 1.8% COLA from the MYP or placing in a designated reserve. For 2010-11 and 2011-12, growth is funded at approximately \$465.44/ADA.

AB 602 Special Disabilities Adjustment (SDA)

The AB 602 Special Disabilities Adjustment (SDA) appropriation was included in the 2009-10 Budget, but the necessary statutory language to provide the authority to calculate and disburse the funds was not included in the budget trailer bill. CDE had apportioned these 2009-10 funds and then recaptured the funds pending authorization by the Legislature to disburse said funds. On September 27, 2010, AB 184 (Chapter 403/2010) was signed by the Governor as an urgency statute and therefore became effective immediately. AB 184 authorizes the SDA for both 2009-10 and 2010-11. The 2010-11 SDA appropriation was also included in the 2010-11 Enacted State Budget. The SDA does sunset on January 1, 2012 and becomes inapplicable on July 1, 2011. The intent of the Legislature was to authorize the SDA funding only through 2010-11 and to review the SDA funding beyond 2010-11 in a future Legislative session. **It is recommended that school districts not budget for the SDA funding beyond 2010-11.** School districts should discuss this with their Special Education Local Plan Area (SELPA) and develop strategies for this loss of funding in their MYPs.

For 2011-12, there is \$20.2 million in additional federal funding which will be distributed based on the AB 602 funding formula estimated to be \$3.38653 per ADA.

AB 3632 Mental Health

Another special education issue of critical importance is the veto of AB 3632 (Chapter 1747/1984) funding of \$133 million for the SB 90 reimbursement of costs for mental health services for special education students. This legislation mandated county mental health agencies to provide services to children with disabilities and the funding was provided to county mental health agencies to reimburse prior year SB 90 mental health state mandated cost claims. On October 8, 2010, Governor Schwarzenegger used his line item veto authority to eliminate the \$133 million for mental health services for special education students. In doing so, the Governor stated that the state mandate requiring county mental health agencies to provide mental health services to special education students (AB 3632, Ch. 1747, Stats.1984; Ch. 654, Stats.1996) is suspended. There are several lawsuits pending that will hopefully decide whether the Governor has the authority to suspend the AB 3632 Mandate and to veto the funding. The California School Boards Association (CSBA) lawsuit, which was scheduled for hearing in the court of appeals on February 8, 2011, is seeking to invalidate the Governor's veto and restore the \$133 million dollars appropriated by the Legislature for SB 90 mandated cost reimbursement for prior services to the AB 3632 students. Federal law (the Individuals with Disabilities Education Act) requires that mental health services be provided to special education students who need such services. This could mean that counties may no longer be responsible for providing these mental health services, and the responsibility may fall back on school districts as the "payer of last resort" for services specified in a student's Individualized Education Program (IEP). The timing or the manner in which this sweeping change may occur is unknown. A recent Superior Court decision on AB 3632 ruled that mental health agencies could not stop services to students currently being served. However, the ruling did not address services to future students and the case cannot be used as a precedent for other like court cases. School districts should discuss this with their SELPA and fiscally plan for this action.

On October 29, 2010, State Superintendent of Public Instruction Jack O'Connell announced that the CDE will continue to allocate \$76 million in available federal funds to maintain essential mental health services

for students with severe disabilities for 2010-11, despite Governor Schwarzenegger's unilateral suspension of mental health services for students and his line-item veto of \$133 million in the general fund appropriated by the Legislature for the SB 90 mandated cost reimbursement for prior services to AB 3632 students provided by county mental health offices. This is not continued beyond 2010-11. **There are still many unanswered questions about the distribution of these funds and whether the allocation will cover all costs for 2010-11. School districts need to work with their SELPA on resolutions.**

The 2011-12 Proposed Governor's Budget allocates \$98.6 million from the Mental Health Services Act (Proposition 63) to counties to reimburse for prior-year mandate claims for years 2004-05 through 2008-09. This would require a two-thirds vote of the Legislature.

There is also \$70 million allocated to Social Services for residential treatment for AB 3632 students for 2011-12, but not for 2010-11.

Commencing in 2012-13, AB 3632 costs are proposed to be covered by a dedicated revenue source as part of the Governor's proposed realignment plan.

FLEXIBILITY

Categorical Flexibility and Public Hearing

ABX4 2, Education Code Section, 42605, paragraph (c) (2) and (3) requires an annual public hearing on the proposed use of funds for the Tier III Categorical Programs. Paragraph 2 was amended to read,

*(2) As a condition of receipt of funds, the governing board of the school district or board of the county office of education, as appropriate, at a regularly scheduled open public hearing shall take testimony from the public, discuss, approve or disapprove the proposed use of funding, and make **explicit** for each of the budget items in paragraph (2) of subdivision (a) the purpose for which the funds will be used.*

The term "explicit" has now been added to the code, but is not defined in code. We recommend that school districts review the board agenda and minutes from their public hearing to ensure compliance with the new language. **It is also strongly suggested that each school district request that their independent auditor review the Board agenda and minutes to ensure compliance with the audit guide and the education code requirements prior to June of each fiscal year.**

For 2010-11, categorical flexibility remains as currently enacted with no additional expansion or flexibility at this time. The negative COLA adjustment of 0.38% was not enacted and therefore, a 0% COLA is applied to all State categorical programs including Special Education. **The 2011-12 Proposed Governor's Budget does not provide any additional growth or COLA to the Tier 3 categorical flexibility programs. However, it does extend the Tier 3 flexibility to June 30, 2015. School Districts may include the extension in the development of the 2011-12 Budget and related MYPs.**

Please note that SBX3 4 authorized LEAs to use 100% of certain restricted balances as of June 30, 2008, for any educational purpose. Although SBX3 4 provided that LEAs could transfer these flexed balances in either 2008-09 or 2009-10, as CDE's April 2009 letter pointed out, as a practical matter these flexed balances became unrestricted as soon as SBX3 4 was enacted into law in February 2009. LEAs were therefore advised to report the balances in a manner consistent with their newly-unrestricted character, that is, to reclassify the balances to an unrestricted resource, by the end of 2008-09.

ABX4 2, which was enacted early in 2009-10, added a few more flexed balances to the list. LEAs that had already closed their books for 2008-09 should have reclassified these additional balances to an unrestricted resource by the end of 2009-10.

The restricted Standardized Account Code Structure (SACS) resource codes that formerly identified these flexed balances are no longer valid in the SACS software. Any LEA that has not reclassified these balances to unrestricted should do so, even where the LEA has elected to use its flexed funding to continue to operate a formerly restricted program. LEAs may account separately for flexed balances and flexed funding in a locally-defined unrestricted resource code (0001–0999), although this is not required.

The Enacted 2009-10 California State Budget and SBX3 4, Chapter 12, Statutes of 2009 authorized school districts to use funding received from the State for Tier III programs, for any educational purpose, to the extent permitted by federal law. The flexibility to use funds from these programs is authorized for five years from 2008-09 through 2012-13 by Education Code 42605 and is proposed to be extended through 2014-15. Flexibility is continued for routine restricted maintenance, deferred maintenance, and flexibility to shorten the instructional school year through 2014-15.

School districts also need to watch for any legislation that could change the programs in the Tier III flexibility category.

Instructional Materials

ABX4 2 extends the suspension of the Instructional Materials requirement from 2009-10 through 2012-13 and postpones the State Board of Education's adoption cycle for an equivalent time-frame. The 2011-12 Proposed Governor's Budget extends this suspension to June 30, 2015. Therefore, school districts will not be required to purchase materials under the adoption schedule for 2009-10 through 2014-15. However, if new adoption materials are purchased, they must be made available to all pupils for whom they are intended and must be approved standards aligned materials. **Please note that school districts must annually hold a public hearing and adopt a resolution certifying sufficiency of textbooks per EC 60119 as in previous years.**

Reserve for Economic Uncertainties

The revised 2009-10 Enacted Budget lowered the minimum reserve requirement levels for economic uncertainties to 1/3 the percentage level adopted by the State Board as of May 1, 2009. However, school districts are required to make progress in the 2010-11 fiscal year to return to compliance with the specified standards and criteria adopted by the State Board. ABX4 2 also restores the requirement for the 2011-12 fiscal year to the percentage adopted by the State Board as of May 1, 2009. The 2011-12 Proposed Governor's Budget extends the reduction in the minimum reserve flexibility for an additional two years until June 30, 2014. However, school district must make progress in the 2012-13 fiscal year towards returning to compliance with the percentages established in the Criteria and Standards. We believe that the percentages established in the Criteria and Standards for reserves prior to the current Enacted Budget are the BARE MINIMUM. Moreover, once the minimum reserve levels are reduced, it would take budget reductions of twice the amount of the lowered reserve levels to fully restore the reserve by June 30, 2014. With the continued deferral of apportionments, it is more critical than ever to maintain higher levels of reserves for cash flow purposes. Remember that a school district needs a state loan when they run out of cash and do not have any other borrowing options even if the school district has a positive fund balance.

County offices of education (COEs) and basic aid school districts are advised to maintain reserves much greater than the State required minimum because they do not have the prior year

ADA protection provided to school districts under Education Code 42238.5, whereby revenue limit funding is based on ADA for either the current or prior fiscal year, whichever is greater.

FEDERAL FUNDS

State Fiscal Stabilization Funds (SFSF)

The final SFSF entitlement amounts are available on the CDE's web site at <http://www.cde.ca.gov/fq/aa/ca/arra.asp>. As a result of the recalculation, CDE has updated the SFSF – Total Entitlements Schedule. A new SFSF 2008-09 General Purpose Reduction Entitlement file is also available, which provides further information on the final general purpose calculations. Now that final entitlements are released, school districts should budget based on the final entitlement amount.

Due to federal cash management monitoring, future apportionments of SFSF funds will be based on expenditure information reported to CDE via the quarterly ARRA Section 1512 reports. Additional information about Section 1512 reporting is available at <http://www.cde.ca.gov/ar/rr/>.

Also note that the federal government plans to audit ARRA funds expenditures. It is not known at this time, which school districts or COEs will be audited. As such, all should prepare for an audit by maintaining adequate records and documenting decisions made for the use of the ARRA funds.

Per SSC, please note that all ARRA funds, including Title I and Individuals with Disabilities Education Act (IDEA) funds, must be obligated by September 30, 2011. However, salaries and benefits must be expended by September 30, 2011. Therefore, no ARRA funds can be included as a beginning balance or as revenue for 2012-13.

Federal Jobs Funding

On August 10, 2010, the House of Representatives passed H.R. 1586. The Federal Education Jobs Fund program, a component of the Education Jobs and Medicaid Assistance Act of 2010 (PL 111-226), provides \$1.2 billion to California to be used to save or create kindergarten through grade twelve (K-12) jobs for the 2010-11 school year. Jobs funded under this program include those that provide educational and related services for early childhood, elementary and secondary education.

The CDE has posted preliminary and revised calculations on how much local educational agencies would receive under the federal Education Jobs Fund at <http://www.cde.ca.gov/fq/aa/ca/edjobsfund.asp>.

The preliminary and revised entitlements are based on the funding formula provided in Senate Bill (SB) 847, Chapter 220/2010. Pursuant to SB 847, local educational agency (LEA) entitlements will be based on each LEA's proportionate share of revenue limit and charter school general purpose funding in 2010-11 as determined at the Second Principal Apportionment. Preliminary and revised entitlements were calculated using 2009-10 Second Principal Apportionment data. An LEA may receive an allocation equal to 90% of its preliminary entitlement. These entitlements will be adjusted after the 2010-11 Second Principal Apportionment is calculated in June 2011. Preliminary entitlements for charter schools that began operation in the 2010-11 fiscal year will be calculated after the report of actual attendance for the first 20 school days is submitted to the CDE.

LEAs that have applied for a State Fiscal Stabilization Fund (SFSF) grant will automatically be eligible for an Education Jobs Fund grant and need not submit a separate application. LEAs that have not applied for a SFSF grant (including new direct funded charter schools or charter schools that have changed their fund type from local to direct since 2008-09) can apply for Education Jobs Funds by completing the SFSF application.

Some key provisions of the Federal Jobs Funding are:

- The funds are one-time only and should be used for one-time expenditures.
- The funding may be used to support educational programs and related services for early childhood, elementary, and secondary education.
- Specifically, the funding is to go toward salaries and benefits and other expenses associated with rehiring staff, retaining existing employees, and hiring new staff to provide school level educational related services.
- The funding cannot be used for general administrative expenditures, outside contractors, equipment, utilities, renovations, transportation (except bus drivers) and other like expenditures.
- Funds may not be spent for expenditures prior to August 10, 2010.
- All funds must be spent by September 30, 2012.
- These funds are subject to reporting and audit requirements. It is critical to keep documentation including decisions made for the use of these funds.
- The CDE has assigned SACS Resource Code 3205 to this program.

For more information about the Education Jobs Fund program, go to:

<http://www.cde.ca.gov/ar/ej/index.asp> or www.sscal.com.

For a webcast on the Federal Funding for Education Jobs, go to:

<http://www4.scoe.net/ims/webcasts/cf/index.cfm?fuseaction=archivedDetail&eventID=115>

CHILD CARE

The Enacted Budget did not eliminate child care programs, however, there were some changes:

- Funding is capped for alternative payment program provider child care placements at 80% of the 2005 Regional Market Rate (RMR), an 11% reduction from the 90% cap in place prior to 2010-11
- The administrative cost limit is reduced from 19% to 17.5% for alternative payment provider contracts
- Center-based reserves are limited to 5% of the contract amount, and requires that in 2010-11 reserves in excess of this limit be first expended for services to families and credited toward meeting the 2010-11 contract service requirements
- Support for Local Planning Councils are reduced by 50%, for a savings of \$3.3 million
- It is now harder to qualify for the child care subsidy. The income eligibility threshold has been reduced from 75% of State Median Income to 60% of State Median Income with the exception of the part-day state preschool program (remains at the 75% level).

The new cap on provider rates is effective November 1, 2010 and the reduced administrative cost percentage is effective as of October 1, 2010.

In addition to the changes enacted by the Legislature, the Governor vetoed \$256 million of child care funding to eliminate state support for California Work Opportunities and Responsibility to Kids (CalWORKS) stage 3 child care services. Stage 3 child care services were supposed to end on October 31, 2010. However, the Governor's veto was challenged in court and the Superior Court of California has ordered that CalWORKS Stage 3 Child Care services be continued until November 5, 2010.

The CDE Child Development Division has issued a series of Management Bulletins that provide detailed information about the implementation of the Governor's stage 3 veto and the other changes enacted with this budget that were described above. CDE Management Bulletins can be found at <http://www.cde.ca.gov/sp/cd/ci/allmbs.asp>.

The 2010-11 Enacted State Budget does include a reduction for license-exempt child care programs. New rate information will be forthcoming from the state.

The 2011-12 Proposed Governor's Budget proposes for 2010-11 to reverse the cuts to CalWORKS Stage 3 child care services by using \$42.6 million in one time federal funding. As of April 1, 2011, the Governor expects lower subsidy and eligibility rules to take effect. This funding continues for 2011-12 at a level based upon the lower subsidy and eligibility rules.

The 2011-12 Proposed Governor's Budget reduces direct service child care programs by \$716 million. This results in greater eligibility restrictions, including elimination of services to children ages 11 and 12; decreasing income thresholds for a family of four to approximately \$45,450, a 35% reduction to provider rates and other changes. Additional flexibility is proposed to offset the new restrictions.

INTEREST YIELD PROJECTIONS

The current interest yield projection for fiscal year 2010-11 and 2011-12 is 0.75%. These projections are provided by the Orange County Treasurer and are based on the current yield environment taking into account any possible action from the Federal Open Market Committee. This information is updated throughout the year in the Orange County Treasurer's Monthly Management Reports.

LOTTERY

Please note that Lottery funding will be calculated in the same manner as prior years, with the exception that through 2014-15, the following programs will be funded based on 2007-08 ADA rather than the prior year ADA.

- Adult Education
- Regional Occupational Center and Programs (ROC/P)

On April 8, 2010, the Legislature passed AB 142 (Chapter 13 / 2010) which requires that not less than 37% of the total annual revenues from the sale of lottery tickets to be distributed to education. The Lottery Commission projects sales of \$3.5 billion in 2010-11 of which \$1.1 billion will go to education.

The current projection for 2010-11 is \$112.50 per ADA (unrestricted) and \$17.50 per ADA (Prop. 20 restricted). The 2011-12 projection is \$111 per ADA (unrestricted) and \$17.50 per ADA (Prop. 20 restricted).

MANDATED COSTS

The 2010-11 Enacted State Budget provides only \$300 million in one-time funds for reimbursement of mandated costs. \$90 million is targeted for 2010-11 claims and \$210 million is targeted for partial payment of the oldest prior-year claims and has been allocated on an equal amount per ADA. The per ADA allocation was distributed to Orange County LEAs on January 31, 2011. Additionally, provisions in the 2010-11 Enacted State Budget dismiss the mandated cost reimbursement requirement associated with two mandates.

- Behavioral Intervention Plans (BIP) – BIP language state that, if activities are state reimbursable mandates then state funding provided for purposes of special education in the annual Budget Act shall first be used to directly offset any mandate costs.
- Science Graduation Requirements (SGR) – SGR language states costs related to the salaries and benefits of teachers incurred by a school district shall be offset by the amount of state funding apportioned to the district in the annual Budget Act.

It is likely that litigation will be filed regarding the elimination of these two mandates. In addition, nine other mandates are suspended for 2010-11 and no state funding will be provided for any services for these programs. They are:

- Removal of Chemicals
- Pupil Residency Verification and Appeals
- School Bus Safety I and II
- Physical Education Reports
- Scoliosis Screening
- Health Benefits for Survivors of Peace Officers and Firefighters
- Law Enforcement Sexual Harassment Training
- County Treasury Withdrawals
- Grand Jury Proceedings

With the enactment of these suspensions, the services for the mandates do not have to legally be provided by school districts.

The 2011-12 Proposed Governor's Budget provides continued funding of \$90 million³ for 2011-12 claims and continues the suspension of the nine mandates listed above.

At this time it is recommended that school districts continue to budget mandated cost revenues on a cash basis.

Also note that the payback of the Special Education mandate equaling \$4.51 per 1999/2000 P-2 ADA expires as of June 30, 2011. Revenue must not be budgeted beyond this date.

PROPERTY TAXES

We recommend that school districts align their current year property taxes with the 2010-11 P-1 Property Tax estimates when preparing the Second Interim report. For 2011-12, the Orange County Assessor projects county-wide assessed valuations to change year over year by -1% to +1%. Similarly, the Orange County Auditor-Controller's Office projects 2011-12 county-wide property taxes to remain flat with a variance of $\pm 1\%$.

<i>Property Tax Change (2010-11 to 2011-12)</i>	
<i>County-wide</i>	Between -1% and +1%
<i>Newport Mesa Unified</i>	0.5%
<i>Laguna Beach Unified</i>	2.0%
<i>Irvine Unified</i>	0.0%

³ \$90 million is the proposed mandated cost appropriation for K-14; of which \$80.355 million is for K-12.

QUALITY EDUCATION INVESTMENT ACT OF 2006 (QEIA)

The 2010-11 Enacted State Budget provides \$420 million (of this, \$402 million is for K-12) in funding outside of Proposition 98 for QEIA for 2010-11. This funding is from one-time sources. The 2011-12 Proposed Governor's Budget has proposed funding in order to continue QEIA at its current funding commitment. ABX4 2 (Chapter 2/2009) extended QEIA funding one more year to 2014-15 to fully meet the State's obligation for QEIA.

TRANSPORTATION

Home to School Transportation and Special Education Transportation funding was reduced by 19.84% in 2009-10 based on the 2007-08 funding level. For 2010-11, the negative COLA adjustment of 0.38% is eliminated and therefore, the funded COLA is 0%. In other words, the funding for 2010-11 remains the same as 2009-10. The 2011-12 Proposed Governor's Budget does not provide any further COLA or growth.

BASIC AID FAIR SHARE BUDGET REDUCTIONS

Section 37 of ABX4 2 requires that categorical funding allocations in 2010-11 to school districts that were basic aid in 2009-10 be reduced by the lesser of: (1) the district's 2009-10 total revenue limit subject to the deficit factor, calculated as of the 2009-10 certified second principal apportionment, multiplied by 5.81% or (2) the amount of the district's excess taxes.

The apportionment reductions for basic aid school districts applies to fiscal year 2010-11 only. The districts' entitlement to funds in subsequent years will not be affected by the reductions in 2010-11. To view the list of basic aid districts, the total amount to be reduced from their 2010-11 categorical funding allocations, and the 2010-11 program funding that has been offset to date in satisfaction of the basic aid cut, please go to the CDE Web page at <http://www.cde.ca.gov/fq/aa/ca/documents/basicaid.asp>.

Note, statute prohibits the CDE from offsetting funding for special education, After School Education and Safety (ASES), QEIA and child care. The basic aid reduction is also limited by the California Constitutional requirement (Section 6 of Article IX) that the State provide funding equal to the greater of \$120 per ADA, or \$2,400 per school agency (E.C. 41975).

The 2010-11 Enacted State Budget and the 2011-12 Proposed Governor's Budget does not mention additional fair share reductions for basic aid school districts beyond 2010-11 (or additional reductions in 2010-11 to be taken in 2011-12 or additional reductions in 2011-12 to be taken in 2012-13). However, we encourage basic aid districts to include a \$330 per ADA fair share reduction in their 2011-12 budget preparation based on the expiration of current law regarding temporary taxes.

NEGOTIATIONS

When considering a multi-year contract, school districts need to be very flexible and have appropriate contingency language, due to the uncertainty of the final budget solution for the budget and subsequent years.

It is also important to note that the 2011-12 Proposed Governor's Budget provides level funding but the funding is contingent upon the extension of the temporary taxes, expenditure reductions, and realignment of government services. School districts need to consider this as they negotiate changes to collective bargaining agreements.

SUMMARY

We recognize that these are extraordinary economic times and it is difficult to gauge the future. School district budgets should be managed with a great degree of conservatism over the next few years. In these times of great economic and budgetary uncertainty, school districts need reserves that are much greater than the minimum.

We strongly recommend that school districts develop budgets for 2011-12 that anticipate a loss of \$349 per ADA (\$19 plus \$330). The outcomes of the tax extension may not be known until June and school districts must meet the March 15 statutory deadlines. Do not count on a second layoff window in August 2011. We suggest plans be developed about programs and services to be reinstated if the tax extension passes and have those plans ready for immediate implementation. It is recommended that school districts continue to be conservative and focus on a multi-year strategy when recommending decisions and obtaining agreements. Attention should be focused on the MYPs for 2011-12, 2012-13 and beyond.

Consistent with past practices, Attachment C is included for school district boards to identify budget reductions for the out years of the multi-year projections.

We understand how difficult it is for school districts to deal with the increased pressures, significantly reduced funding, increased apportionment deferrals, the uncertainty of the tax extensions, and the uncertainty associated with a volatile economy. It is important that school districts be proactive through developing contingency plans that allow the most flexibility possible.

2011 SSC School District and County Office Financial Projection Dartboard Governor's 2011-12 Budget Proposal

This version of SSC's Financial Projection Dartboard is based on the Governor's 2011-12 State Budget proposal. We have updated the COLA, CPI, and ten-year T-bill factors per the latest economic forecasts. We rely on various state agencies and outside sources in developing these factors, but we assume responsibility for them with the understanding that they are, at best, general guidelines.

Factor	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
Statutory COLA (applies to K-12 and COE Revenue Limits)	-0.39%	1.67%	1.80%	2.30%	2.70%	2.80%
K-12 Revenue Limit Deficit %	17.963%	19.608% ¹	19.608%	19.608%	19.608%	19.608%
COE Revenue Limit Deficits %	18.250%	19.892% ¹	19.892%	19.892%	19.892%	19.892%
Net Revenue Limit Change: K-12 COEs	5.17% 5.17%	-0.369% ¹ -0.369% ¹	1.80% 1.80%	2.30% 2.30%	2.70% 2.70%	2.80% 2.80%
SSC's Recommended Planning COLA—Governor's Budget	N/A	-0.369% ¹	1.80%	2.30%	2.70%	2.80%
SSC's Recommended Planning COLA—If Tax Extensions Fail	N/A	-\$330 per ADA ongoing ²	1.80%	2.30%	2.70%	2.80%
Special Education COLA (on state and local share only)	0.00%	0.00%	1.80%	2.30%	2.70%	2.80%
State Categorical Funding (including adult education and ROC/P)						
Tier I	0.00%	0.00%	1.80%	2.30%	2.70%	2.80%
Tier II	0.00%	0.00%	1.80%	2.30%	2.70%	2.80%
Tier III	0.00%	0.00%	1.80%	2.30%	2.70%	2.80%
California CPI	1.20%	1.70%	2.20%	2.60%	2.90%	3.00%
California Lottery	Base	\$112.50	\$111.00	\$110.00	\$108.75	\$108.75
	Proposition 20	\$17.50	\$17.50	\$17.20	\$17.20	\$17.20
Interest Rate for Ten-Year Treasuries	3.20%	3.80%	4.10%	4.40%	4.50%	4.60%

ESTIMATED STATEWIDE AVERAGE BASE REVENUE LIMITS PER ADA "UNDEFICITED"			
Year	Elementary	High School	Unified
2010-11 Statewide Average (est.)	\$6,108	\$7,340	\$6,386
2011-12 Inflation Increase @ 1.67% COLA	\$102	\$123	\$107
2011-12 Statewide Average (est.)	\$6,210	\$7,463	\$6,493

2011-12 BUDGET ACT ESTIMATED CHARTER SCHOOL RATES				
	K-3	4-6	7-8	9-12
General Purpose Block Grant (will change at each apportionment)	\$5,030	\$5,106	\$5,252	\$6,097
Categorical Block Grant (est.) ³	\$410	\$410	\$410	\$410
Total	\$5,440	\$5,516	\$5,662	\$6,507

¹ The estimated deficit factor of 19.608% calculated by the Department of Finance (DOF) is somewhat higher than that calculated by SSC. We estimate the deficit factor necessary to eliminate the COLA to be about 0.3% lower. We continue to work with the DOF to reconcile the factors used in the calculation and will adjust the SSC Dartboard accordingly.

² The -\$330 per ADA recommendation is based on the Governor's estimate of the loss to Proposition 98 if the temporary taxes expire. The -\$330 would be added to the 0.369% loss for a total of about -\$350 per ADA for the average district.

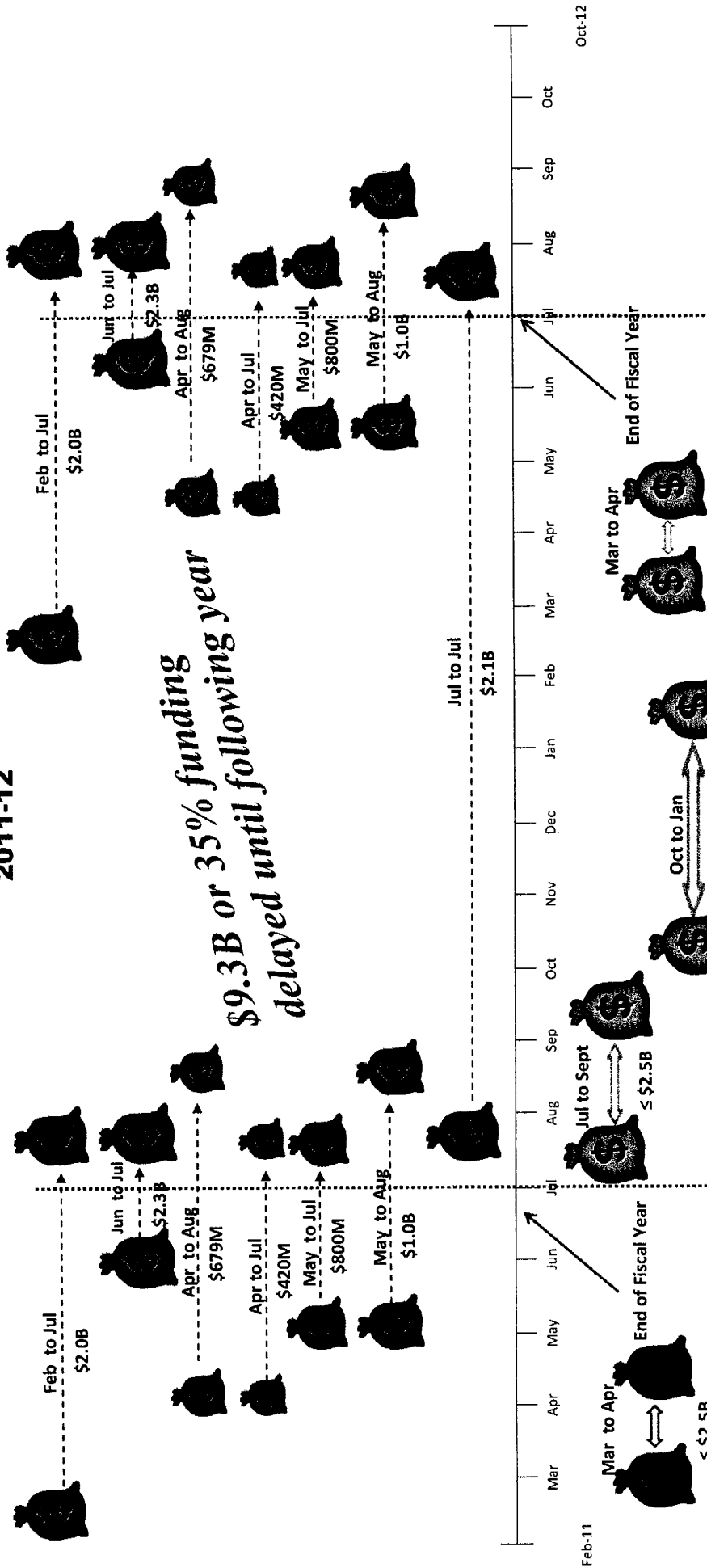
³ The Charter School Categorical Block Grant rates do not include Economic Impact Aid funding, which is provided separately. For charter schools that began operation in or after 2008-09, there is an additional \$159 per ADA supplemental categorical block grant.

Delayed Principal Apportionment Funding

Attachment B
2012-13

2010-11

2011-12



Blue - ongoing (Education Code 14041.5, 14041.6)

Red - one-time, pursuant to ABX8 14 (May be moved from prior month or delayed to the subsequent month). Total amount of deferrals of 2010-11 K-12 intra-year not to exceed \$2.5 billion at any given time and must be paid back by April 29, 2011. (Government Code 16326(a))

Green - ongoing deferrals based on the Education Trailer Bill Language for the Governor's 11-12 January Budget Proposal, subject to change.

Orange - one-time deferrals based on Cash Management Trailer Bill Language for the Governor's 11-12 January Budget Proposal, same as ABX8 14 deferrals.

Note: This deferral chart only shows principal apportionment funding and DOES NOT include the \$570M K-3 CSR deferral.

February 7, 2011

Attachment C – Fiscal Solvency

In submitting the 2010-11 Second Interim Report, the Board understands its fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years. If necessary, it is recognized that based on the 2010-11 Enacted State Budget, the 2011-12 Proposed Governor's Budget and the expiration of the temporary taxes as provided in current law, the school district will implement \$(_____) in ongoing budget reductions in 2011-12 and an additional \$(_____) reductions in 2012-13 to maintain fiscal solvency. It is further recognized that the school district will submit a revised detailed list of Board approved ongoing budget reductions for 2011-12 with the 2010-11 Second Interim Report.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: **SIGNIFICANT DISPROPORTIONALITY-COORDINATED EARLY
INTERVENING SERVICES PLAN**

BACKGROUND INFORMATION

In November, 2009, the California Department of Education (CDE) has identified the District 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. The plan also includes a narrative describing the District's efforts for implementing coordinated, early intervening services for students who are not identified as needing special education or related services, but who need additional academic or behavioral support to succeed in general education. In addition, the plan describes the relationship between the SD-CEIS Plan to existing District initiatives.

CURRENT CONSIDERATIONS

This agenda item requests approval of the SD-CEIS Plan (Exhibit A).

Due to the size of the SD-CEIS Plan, the document is posted online in the CUSD Board Agendas and Supporting Documentation page.

FINANCIAL IMPLICATIONS

Districts determined to have significant disproportionality must reserve 15 percent of the District's IDEA grant funds to provide comprehensive Coordinated Early Intervening Services to children in the district, including, but not exclusively for children in groups that were significantly over

identified. Fifteen percent of CUSD's IDEA grant funds for 2009-2010 total \$2,830,881.

Fiscal Impact: \$2,830,881
Funding Source: IDEA Grant Funds

STAFF RECOMMENDATIONS

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, to present the SD-CEIS Plan.

Following discussion, it is recommended the Board of Trustees approve the SD-CEIS Plan.

DISCUSSION/
ACTION

Significant Disproportionality Plan

- Disproportionate in:
 - Specific Learning Disability (SLD) for Hispanic students
- Additional concerns about:
 - Mental Retardation (MR) for Hispanic students
 - English learners in gifted identification
- A self-review report and plan required by the State to address over identification of Hispanic students in special education
- Coordinated Early Intervening Services as part of regular education

Requirements

1. District needs assessment and data analysis
2. Pathway: Culturally Responsive Education
3. Analytical report that integrates LEA Plan, Addendum and Title III Improvement Plan Addendum
4. Set aside 15% of IDEA grant funds
5. Report to the State on a quarterly basis

Highlights of Plan

- Integrate Culturally Responsive Education into ADD Initiative
- Implement recommendations from Response To Intervention (RTI) Task Force
- Professional development for:
 - School Psychologists
 - Speech and Language Pathologists
 - Bilingual Community Services Liaisons

Highlights of the Plan (cont.)

- Investigate educational technologies to use for intervention
- Create data tracking system for special education referrals and pre-referral interventions

Highlights of the Plan (cont.)

- Investigate additional curriculum and materials to use with low achieving students
- Increase outreach to teachers and staff on gifted attributes of students

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: **SECOND READING: REVISION OF BOARD POLICY 1325,
ADVERTISING AND PROMOTION, AND BOARD POLICY 1326,
POSTING AND DISTRIBUTING FLYERS**

BACKGROUND INFORMATION

Current Board Policy 1325 (Exhibit A) allows for schools to, on behalf of community organizations, distribute printed materials that extend the community's cultural, recreational, artistic, or educational opportunities. Board Policy 1326 (Exhibit B) restricts the distribution of printed materials to those related to school-sponsored activities or activities sponsored by groups affiliated with the District, specifically parent-teacher groups, education foundations, and booster clubs.

CURRENT CONSIDERATIONS

Community organizations and business groups often request school sites and District officials distribute flyers advertising programs, services, or events to students. Adopting this revision ensures materials disseminated to students are restricted to school-sponsored activities or activities sponsored by groups affiliated with the District. Accepting the proposed changes would revise BP 1325 and eliminate BP 1326.

Proposed additions to the Board policy are underlined; deletions are struck through. Per Trustee request, Superintendent Farley's memo regarding political activity (Exhibit C) is attached.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

It is recommended the Board President recognize Marcus Walton, Chief Communications Officer, who will provide the revisions of Board Policy 1325, Advertising and Promotion, and BP 1326, Posting and Distributing Flyers. Following discussion, it is recommended the Board approve the revisions to Board Policy 1325 and deletion of Board Policy 1326.

DISCUSSION/
ACTION

ADVERTISING AND PROMOTION**Distribution of Materials**

The Board of Trustees desires to avoid the cost and disruption inherent in the distribution of non-school-related promotional materials, and to limit student exposure to advertisements and promotional materials generally referred to as "flyers" to those that are related to school-sponsored activities or activities sponsored by groups affiliated with the District. Therefore, in order to maintain a closed forum regarding the distribution of advertisements, flyers, and other forms of solicitation by groups or individuals not affiliated with the District, the distribution of these materials will not be permitted.

~~The Governing Board desires to promote positive relationships between the schools and the community. Just as community organizations can build support for the schools, the schools can cooperate with these groups by publicizing community services, special events and public meetings of interest to students and parents/guardians.~~

The Superintendent or designee may approve the distribution of printed materials to students if the materials are prepared by governmental agencies, service organizations or school or District-related organizations, which extend the community's cultural, recreational, artistic, or educational opportunities, and which do not promote any particular commercial, religious or political interest. School or District-affiliated organizations are parent-teacher groups, education foundations, and booster clubs that have been authorized per Board Policy.

The schools shall not distribute partisan materials pertaining to a candidate, party, or statewide ballot measure. Materials prepared by school or District-related organizations may be distributed, however, to announce public forums in which all candidates or sides of an issue are invited to participate. No campaign materials may be distributed on District property at any time other than during events scheduled pursuant to the Civic Center Act.

~~(cf. 1330—Use of School Facilities)~~

Products and informational materials donated by commercial enterprises may be used in the classroom as long as they serve an educational purpose and do not unduly promote any commercial activity or products. Such materials may bear the name or logo of the donor. The use of such materials does not imply District endorsement of any identified commercial products or services.

~~(cf. 1700—Relations between Private Industry and the Schools)
(cf. 3290—Gifts, Grants and Requests)~~

~~School-sponsored publications, announcements, radio and television programs shall carry no paid advertising or promotional material.~~

ADVERTISING AND PROMOTION (continued)

Advertising copy may be solicited and prepared only to the extent that this process furthers the educational well-being of the students involved. Excessive solicitation of the same sources shall be avoided. Students shall not be exploited to raise money, and time spent securing ads shall not infringe upon the school program.

School-sponsored publications shall serve as a learning experience and are not intended to serve as a public forum. The District may prohibit advertisements which are inconsistent with school objectives or do not reasonably relate to the educational purpose of school-sponsored publications.

~~(cf. 5145.2—Freedom of Speech/Expression: Publications Code)~~
~~(cf. 6145.3—Publications)~~

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35172 Promotional activities

40040-40047 Civic Center Act

48907 Student exercise of free expression

BUSINESS AND PROFESSIONS CODE

25664 Advertisements encouraging minors to drink

Bright v. Los Angeles Unified School District (1976) 134 Cal. Rptr. 639, 556 P. 2d 1090, 18 C. 3d 450

Citizens Legal Defense Alliance, Inc., Jarvis v. Miller et al., Los Angeles Unified School District, Super. Ct. Los Angeles County, 1978, No. C 230935

Policy

Adopted: October 2, 1995

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

POSTING AND DISTRIBUTING FLYERS

~~The Governing Board desires to avoid the cost and disruption inherent in the distribution of non school related promotional materials, and to limit student exposure to advertisement and promotional materials generally referred to as "flyers" to those that are related to school sponsored activities or activities sponsored by groups affiliated with the District. Therefore, in order to maintain a closed forum regarding the distribution of advertisements, flyers and other forms of solicitation by groups or individuals not affiliated with the district, the distribution of these materials will not be permitted. Groups affiliated with the district are Parent Teacher Associations (CUSD PTAs/PTSOs), education foundations (for CUSD district and schools) and booster clubs (for CUSD schools).~~

Policy _____ **CAPISTRANO UNIFIED SCHOOL DISTRICT**
Adopted: October 2, 1995 _____ San Juan Capistrano, California
revised: June 12, 2000
revised: July 21, 2003



Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9200/FAX 493-8729

September 15, 2010

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JOSEPH M. FARLEY, Ed. D.

Dear Colleagues,

The November elections provide an opportunity to remind you of the rights and responsibilities of school employees when participating in political activities. Restrictions on our political activities are outlined in Education Code Sections 7050-7055 and Capistrano Unified School District Board Policy 4119.25. The Education Code permits boards of education to establish rules regarding employee engagement in political activities during work hours, and while on district property. Board policy respects the right of employees to engage in political activity on their own time, but requires employees to "make it clear that they are acting as individuals and not as representatives of the District." These statutes balance your rights as an individual with your responsibilities as a District employee.

An employee is free to engage in political activity outside of working hours, and off school premises, but should make sure their actions or words are not interpreted as representing the District. The following information summarizes political prohibitions for District employees during the hours of employment.

- District employees may not engage in political activity on District premises during times when the employee is required to perform instruction, or non-instructional duties, as a District employee.
- Employees may not engage in political activity on District property when the District is engaged in business, or educational functions, if such activity interferes with employees' performance of regularly assigned duties, or if such activity disrupts the orderly and efficient operation of the District.

The attached document addresses common questions regarding political activities in the schools. The law on these topics is complex and sometimes contradictory. If I may offer some relatively simple advice, it would be this: maintain a professional approach to your work, and focus your attention on students and learning.

Sincerely,

Joseph M. Farley, Ed. D.
Superintendent

cs

Attachment

c: Board of Trustees

Servir

EXHIBIT C
(1 of 5)

San Juan Capistrano • San Clemente • San Juan Capistrano

The following information provides guidance to commonly asked questions regarding permissible political activity by school district employees.

1. What is political activity?

Political activity is defined as supporting a candidate or cause, coupled with some action promoting the acceptance of the candidate or cause by others. Examples of political activity include, but are not limited to, passing out political literature, wearing campaign buttons, or discussing political issues. Casual and spontaneous remarks are not considered political activity within this meaning.

2. When is a school district employee permitted to participate in political activity during school hours?

Employees are prohibited from passing out literature, wearing political buttons, or engaging in other political activity during working hours devoted to instructional or non-instructional duties. Employees may not engage in political activity in the presence of students. However, employees may engage in political activities during their duty free lunch period in locations where students are not present, such as a faculty lounge or employee lunchroom.

An employee may solicit or receive political funds or contributions to promote the passage or defeat of a political measure, or promote the election or defeat of any candidate, as long as such activity does not occur during working hours. Employees may not solicit students on school grounds for such purposes.

3. May District officers or employees use District resources for political activity, such as supporting a school board candidate?

Education Code Section 7054 prohibits the use of district resources including, but not limited to, district funds, telephones, copiers, materials, supplies, and personnel to support or campaign for particular political issues or candidates.

4. May District officers or employees distribute partisan political or campaign material to students on school grounds?

Partisan political activity may not occur in the presence of students. Education Code Section 51520 prohibits the solicitation of students on school premises during school hours (which includes one hour before school and one hour after school). During this time, teachers and others may not solicit students to subscribe or contribute to the funds of, to become members of, or to work for, any organization not directly under the control of the Board of Trustees unless all of the following apply: (1) the organization is a nonpartisan, charitable organization organized for charitable purposes; (2) the purpose of the solicitation is nonpartisan and charitable; and (3) the solicitation has been approved by the Board of Trustees.

5. May officers or employees restrict students' participation in political activity on campus?

A student's right to engage in political activity is guaranteed by Education Code Section 48907, which grants him or her the right to exercise freedom of speech and the press, including, but not limited to, the use of bulletin boards, the distribution of printed materials or petitions, the wearing of buttons, badges, and other insignia, and the right of expression in official publications regardless of whether the publications are financially supported by the school district. The only

prohibition is if the speech is obscene, libelous, slanderous, or if it so incites students to create a clear and present danger of the commission of unlawful acts on school premises or the substantial disruption of the orderly operation of the school.

Students may participate in political activity outside of instructional time when the educational process would not be interrupted. However, employees may not engage in political activities with students during working time while on school premises.

Therefore, students may circulate material supporting or opposing the initiatives to others outside of classroom instruction time when the educational process would not be disrupted. The circulation of materials or petitions by students outside of class time presents a dilemma for school district employees who may, during non-class time, receive materials or petitions from students. School district employees, during their working hours, should allow students to circulate the materials or petitions so long as the educational process is not disrupted, but should not engage in political activity themselves. Employees should not circulate materials or sign petitions and should refrain from engaging in political activities during duty hours.

6. May officers or employees distribute partisan political or campaign material to parents?

Officers or employees, acting as individuals and not as representatives of the District, may distribute partisan political material to anyone as long as the distribution of political material does not occur on school premises, during working hours, or at school-related functions where students are present.

Officers and employees may not use information contained in pupil records for any purposes other than those constituting a legitimate educational interest.

7. May officers or employees distribute political or campaign material through District electronic mail or mailboxes?

District electronic mail and mailboxes are District resources that may not be used for political activity. This restriction does not limit employee organizations from using District mailboxes to communicate with employees for purposes other than political activity.

8. May employees conduct instructional activities related to campaign issues?

Instructional activities regarding campaign issues may be conducted as long as both sides of the issue are equally presented.

9. May officers or employees wear political or campaign buttons at school or a school-sponsored activity?

District employees may wear political shirts or material, including campaign buttons, during non-instructional time when students are not present. There has been significant legal discussion about the rights of employees to wear political shirts or materials during Open House or Back-to-School activities. While the law is somewhat unclear on the matter, recent information from the State Attorney General's office suggests that school districts take a position on the side of employees' first amendment rights when it comes to Open House or Back-to-School activities. As such, District employees have been permitted to wear campaign buttons, and political shirts, at Open

House or Back-to-School events, because students are typically with their parents at such activities, and no formal instruction is taking place.

However, staff members are encouraged to voluntarily refrain from using Back-to-School night and Open House activities as a venue for political matters. Many community members have appreciated efforts to move such issues away from school sites and students.

10. May officers or employees display political material on their vehicles?

Employees may generally display political or campaign materials, such as a bumper sticker, on their vehicles, while parked in an employee parking lot, unless the display of the material is disruptive of the educational process or interferes with the flow of traffic into or out of the parking lot.

11. May the District retaliate against someone for permissible political activity?

No person who is in certificated or classified service, or who is on any eligibility list, shall be appointed, demoted, or removed, or in any way discriminated against because of their political acts, opinions, or affiliations. (Education Code § 7057)

12. May District officers or employees use their position to influence political action?

No one who holds office or employment, or seeks election or appointment, shall use, promise, threaten, or attempt to use their office, authority, or influence to confer upon or secure for any person, or to aid or obstruct any person in securing, or to prevent any person from securing, any position, nomination, confirmation, promotion, change in compensation or position, within the local agency upon consideration or condition that the vote or political influence or action of such person, or another, shall be given or used on behalf of, or withheld from, any candidate, officer, or party, or upon any other corrupt condition or consideration.

13. May officers or employees participate in political activity at school-sponsored events?

Officers and employees may not participate in political activity at school-sponsored events that are attended by students.

14. May members of the public participate in political activity on District property if they are participating in a school event but not in their role as a District employee? An example of this may be a District sports event.

District employees may participate in political activities on District property as a member of the public (i.e., during non-work time) in the same manner as other members of the public. For example, members of the public may distribute political pamphlets or engage in political activity at school events in a location designated by the school district on the perimeter of the activity, usually in locations where they have access to members of the public entering the school event. However, the political activity may not block other members of the public from entering or exiting the school event (e.g., sidewalks between the parking lot and buildings).

15. May District facilities be used as a public forum for discussing political issues, political candidates, or as a candidates' forum?

Under the Civic Center Act, district facilities may be used as a forum to discuss a political issue, political candidates, or as a forum for candidate debate, as long as the facility is open equally to all viewpoints on the political issue, or all candidates for political office.

16. What are the limitations regarding the distribution of campaign information and/or flyers during the Back-to-School activities of the schools?

Employees or other members of the public may not distribute campaign information and/or flyers at Back-to-School activities. However, District employees and members of the public may distribute political pamphlets or engage in political activity at school events in a location designated by the school district on the perimeter of the activity (e.g., sidewalks between the parking lot and buildings).

17. May staff members use e-mail addresses acquired through their role as school employees to e-mail parents and residents political information from the employees' home computers?

Employees may not use e-mail addresses acquired in the course and scope of their employment for political purposes. In effect, employees are using the equipment or services of the school district for political activities in violation of Education Code section 7054(a), which prohibits school district funds, services, supplies, or equipment from being used for the purpose of urging the support or defeat of any ballot measure or candidate, including but not limited to, any candidate for election to the Governing Board of the district.

18. May employee associations use District-designated bulletin boards for political purposes, such as advocating the support or defeat of school board candidates?

The Education Code prohibits the use of district equipment or services to urge the support or defeat of any candidate for election to the Governing Board of the school district and that such a prohibition is constitutional. Therefore, the associations may not use District or school bulletin boards for political purposes. However, the associations' designated bulletin board at each work site may be utilized for these purposes. These are typically located in employee lounges that are not accessible to students.

jmf:cs

c: Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: **SECOND READING: ADOPTION OF BOARD POLICY 5117.1 – OPEN
ENROLLMENT ACT/ROMERO BILL TRANSFERS**

BACKGROUND INFORMATION

On January 7, 2010, Governor Schwarzenegger signed SBX5 4 (Romero). This legislation adds Article 10, commencing with Education Code §48350, titled the Open Enrollment Act, and applies, in most cases, to “low achieving schools” identified by the State Superintendent of Public Instruction. The Open Enrollment Act requires the State Superintendent of Public Instruction to establish a list of 1,000 “low achieving schools” through the use of the Academic Performance Index (API) scores with the caveat that no district have more than 10 percent of its schools included on the list.

Consistent with the No Child Left Behind Act, districts shall provide to parents and guardians of all pupils enrolled in a school determined to be on the list of 1,000 low achieving schools with notice of the option to transfer to another public school served by the school district of residence or another school district.

CURRENT CONSIDERATIONS

Implementation of SBX5 4 encourages districts to establish policy to implement provisions pursuant to the legislation. Exhibit A creates Board Policy 5117.1 – Open Enrollment Act-Romero Bill Transfers, establishing policy to comply with the Open Enrollment Act legislation.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATIONS

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, to present the proposed Board Policy 5117.1, Open Enrollment Act – Romero Bill Transfers.

Following discussion, it is recommended the Board of Trustees approve the adoption of Board Policy 5117.1 – Open Enrollment Act/Romero Bill Transfers.

DISCUSSION/
ACTION

OPEN ENROLLMENT ACT – ROMERO BILL TRANSFERS

California law and the rules and regulations of the State Board of Education state a preference that students attend schools in their districts of residency. The Open Enrollment Act (Education Code §48350 et seq.) allows students attending a school identified by the California Superintendent of Public Instruction as being subject to the requirements of Education Code §48350 et seq. (an “open enrollment school”) to submit an application for enrollment in another higher performing school. Interdistrict transfer requests made pursuant to the Open Enrollment Act (“Romero Bill transfers”) shall only be approved by the Superintendent or designee in accordance with the provisions of this policy and its implementing regulations.

Definitions

For the purposes of this policy, the following definitions apply: “open enrollment school” means any school included on the annual open enrollment list of 1,000 schools issued by the California State Superintendent of Public Instruction. The process for identifying and including schools on the open enrollment list of 1,000 schools is described in Education Code §48350 et seq.

“School district of enrollment” means a school district other than the school district in which the parent/guardian of the student resides, but in which the parent of the student nevertheless intends to enroll pursuant to Education Code §48350 et seq.

“School district of residence” means a school district in which the parents of a student resides and in which the student would otherwise be required to enroll pursuant to Education Code §48204.

Overview and Application Timelines

1. Priority enrollment at all District schools and programs shall be given to pupils residing within the District and requesting transfer pursuant to the District’s intradistrict transfer policy (BP5118).
2. Only students attending a designated “open enrollment school” are eligible to apply for a transfer under this policy.
3. Romero Bill transfer applications will be accepted until January 1 of the school year preceding the school year for which the student is requesting a transfer. Any application submitted after January 1 will not be accepted or reviewed.
4. This application deadline does not apply to a transfer request if the parent, with whom the student resides, is enlisted in the military and was relocated by the military within 90 days prior to submitting the application.
5. If a waiver is submitted to exclude a school on the open enrollment list, the deadline for notification and receipt of application may be deferred to a later date. Applications must be submitted within 30 days of final notification of a waiver denial.
6. The District shall provide written notification to a Romero Bill applicant’s parent and the school district of residence by March 1 of the school year preceding the school year for which the transfer was requested as to whether the application was approved or denied.

Basis for Approval or Denial of Romero Bill Applications

1. The Superintendent or designee may not approve the initial application of a student requesting a Romero Bill transfer if the transfer would require the displacement of any student who resides within the district. The Superintendent or designee may deny a Romero Bill transfer application under any of the following circumstances if:
 - a. Approval of the transfer application would result in the District exceeding the long-term capacity of a program, class, grade level, or school building

OPEN ENROLLMENT ACT – ROMERO BILL TRANSFERS (continued)

- b. Approval of the transfer application would result in any adverse financial impact to the District
- c. The Board of Trustees determines that the transfer would negatively impact either of the following:
 - i. A court-ordered or voluntary desegregation plan of the District
 - ii. The racial and ethnic balance of the District, consistent with state and federal law
- 2. The Superintendent or designee may not consider a student's previous academic achievement, physical condition, proficiency in the English language, family income, or any of the individual characteristics set forth in Education Code §200 when considering whether to approve or deny a Romero Bill application.
- 3. In addition to the requirements set forth in this policy and its implementing regulations, students applying for a Romero Bill transfer into the District must meet all additional requirements for admission to a magnet program or program designed to serve gifted and talented students.
- 4. The District cannot accept an application for a Romero Bill transfer if the student's district of residence has prohibited the transfer as allowed under the Open Enrollment Act. (California Education Code §48355)

Terms of Approval and Enrollment Priorities

- 1. Any student whose Romero Bill transfer application is approved must be enrolled in a District school with a higher Academic Performance Index ("API") than the school in which the student was previously enrolled. Selection must be through a random, unbiased process that prohibits an evaluation of whether or not the student should be enrolled based on his or her individual academic or athletic performance, or any other characteristic protected under Education Code §200, except that students applying for a transfer under this policy shall be assigned priority as follows:
 - a. First priority: siblings of children who already attend the desired school
 - b. Second priority: students transferring from a program improvement school ranked in decile 1 on the API as determined pursuant to Education Code §48352(a)
- 2. If the number of students who request a particular District school exceeds the number of spaces available at that school, a lottery shall be conducted in the group priority order stated above to select students at random until all available spaces are filled.
- 3. The initial application of a student for transfer under this policy shall not be approved if the transfer would require the displacement from the desired school of another pupil who resides within the attendance area of that school or is currently enrolled in that school.

Accepted Applications

- 1. If an application is accepted, the student may enroll in the school or program approved by the District at the start of the school year immediately following the approval of the application. Once enrolled, the student is not required to re-apply to remain enrolled.
- 2. For any student approved for a Romero Bill transfer, the District shall accept credits toward graduation that were awarded to the student by another district and shall graduate the student if the student meets the graduation requirement of the District.
- 3. Once enrolled, a student attending school in the District pursuant to a Romero Bill transfer shall be subject to all rules, policies, and regulations applicable to all students in the District.

Rejected Applications

- 1. If an application is rejected, the District shall provide written notification to the applicant's parent and school district of residence that the application has been rejected. Such notification shall state the reason(s) for the rejection.

OPEN ENROLLMENT ACT – ROMERO BILL TRANSFERS (continued)

2. The District's decision regarding the rejections of a Romero Bill transfer application is final. There is no right of appeal to the county office of education.

Notice of Eligibility to Transfer

1. On or before the first day of school each year, or if later, on the date the District received notice of program improvement, corrective action, or restructuring status under federal law, the District shall provide the parents or guardians of all students enrolled in a designated "open enrollment school" notice of the option to transfer to another public school in the District or another school district.

Prohibiting or Limiting the Number of Transfers Out of the District

1. In the event that a school within the District is designated as an "open enrollment school," the District may prohibit or limit the number of students who transfer out of the District under the Romero Bill if the Board of Trustees determines that the transfer would negatively impact either of the following:
 - a. A court-ordered or voluntary desegregation plan of the District
 - b. The racial and ethnic balance of the District consistent with federal and stated law

Legal Reference:

EDUCATION CODE

200

48204 *Persons included (compulsory education law)*

48350-48361

CCR 4700-4703

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: **SECOND READING: REVISIONS TO BOARD POLICY 5118 -
INTERDISTRICT ATTENDANCE AGREEMENTS**

BACKGROUND INFORMATION

Education Code §46600 authorizes school districts to enter into interdistrict attendance agreements and to stipulate the terms and conditions under which interdistrict attendance will be permitted or denied. Assembly Bill 2444 (Furutani) amends Education Code §46600, effective January 1, 2011, adding language which states that a school district of residence, or a school district of enrollment, shall not rescind existing transfer permits for pupils entering grades 11 or 12, with the exception of stipulated terms and conditions specified under Education Code §48900 authorizing districts to suspend or expel students. Additionally, AB 2444 eliminates the requirement to submit annual interdistrict transfer requests, with the exception of transferring between levels (elementary, middle, and high school).

CURRENT CONSIDERATIONS

The implementation of AB 2444 requires districts to revise current Board policy regarding interdistrict attendance agreements. Exhibit A proposes revisions to Board Policy 5118, Interdistrict Attendance Agreements. Proposed additions to the Board policy are underlined; deletions are struck through.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATIONS

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, who will present the proposed revisions to Board Policy 5118 Interdistrict Attendance Agreements.

Following discussion, it is recommended the Board of Trustees approve the revisions to Board Policy 5118 - Interdistrict Attendance Agreements.

DISCUSSION/
ACTION

INTERDISTRICT ATTENDANCE AGREEMENTS**General Policy**

The Governing Board recognizes that students who reside in one district may desire to attend school in another district for a variety of reasons. The interdistrict transfer process applies only to those parents who wish their children to attend a school in a district other than the one designated for the area in which they reside. Capistrano Unified School District (CUSD) provides a full range of curricular and cocurricular programs to meet the needs of its students and it is the intent of the Board of Trustees that students residing within CUSD boundaries attend CUSD schools.

The Superintendent or designee may deny applications for interdistrict attendance agreements because of overcrowding within the district's schools or due to limited resources. All CUSD interdistrict attendance agreements will be acted upon by the Superintendent, or his designee.

Interdistrict Attendance Agreements

Interdistrict attendance agreements shall first be initiated by the parent/guardian with the district of residence.

1. The school district of residence shall forward an approved request to the school district of desired attendance.
2. The school district of desired attendance will communicate the disposition of the request to the district of residence.
3. An approved interdistrict attendance agreement must be in effect between the school district of residence and the school district of desired attendance before a student can enroll in the requested school.
4. Students admitted to CUSD under the interdistrict attendance agreement process shall be assigned to CUSD schools where space is available.

Attendance Agreements – Conditions

1. A student, parent, or guardian found to have falsified information that was used as a basis for enrollment in any school in the District shall have the attendance agreement revoked. The revocation shall be immediate and notice promptly given to the student and parent/guardian.
2. Applicants must provide corroborating documentation when requested. This may include academic transcripts, attendance records, employment details, and other information to support the application. The District reserves the right to contact the employer to verify employment.

3. Attendance agreements are valid only for the balance of the school year remaining after the date the agreement is approved. Furthermore, the agreement is valid only while the conditions stated in the request are maintained and only as long as the student's behavior, attendance, citizenship, and scholarship are satisfactory, except for pupils entering grades 11 or 12.
4. Attendance agreements must be renewed each year after their initial approval. All students and schools are subject to all California Interscholastic Federation athletic eligibility rules and regulations. An approved attendance agreement in no way waives any CIF rule or regulation.
5. Transportation, if needed, shall be the responsibility of the parent/guardian.
6. Child care, if needed, shall be the responsibility of the parent/guardian.
7. Should the behavior, attendance, citizenship, and/or scholarship of the student be found unsatisfactory, the attendance agreement may be revoked, except for pupils entering grades 11 or 12. A recommendation to revoke an attendance agreement shall be forwarded in writing to the Director, Child Welfare and Attendance, by the administration of the school where the student is enrolled.
8. When a student's residence is changed, the parent or guardian shall notify the school of the change in residence.

Financial Conditions

Interdistrict attendance agreements shall be non-tuition unless Federal Impact Aid is involved. Under a non-tuition agreement, the financial apportionment for regular education students shall be credited to the district of attendance and not to the district of residence.

Special Education Students

With regard to the interdistrict attendance agreement of special education students, funding agreements between districts shall be in accordance with the AB 602 funding model. (*cf. 5119 - Open Enrollment*)

Legal Reference:

EDUCATION CODE

35291 *Rules*

35350 *Transportation of students*

35351 *Assignment of students to particular schools*

46600-4661 *Interdistrict attendance agreements*

46621 *Newly formed, changed or joint district*

48209-48209.16 *Student attendance alternatives*

48915 *Expulsion; particular circumstances*

48915.1 *Expelled individuals: enrollment in another district*

48918 *Rules governing expulsion procedures*

48980 *Notice at beginning of term*

52317 *Admission of persons including nonresidents to attendance area; workers' compensation for pupils*

CODE OF REGULATIONS, TITLE 5

90-101 *Plans to alleviate racial and ethnic segregation of minority students*

29 Ops.Atty.Gen. 63

Policy

adopted: August 18, 1997

revised: February 14, 2000

revised: September 15, 2000

revised: June 30, 2003

revised: March 28, 2005

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: **SECOND READING: REVISIONS TO BOARD POLICY 5119 – OPEN
ENROLLMENT**

BACKGROUND INFORMATION

Board Policy 5119, Open Enrollment, was most recently revised on December 15, 2009. This policy allows parents/guardians to choose a school of attendance other than their school of residence.

CURRENT CONSIDERATIONS

This agenda item requests Board approval of proposed revisions to Board Policy 5119, Open Enrollment (Exhibit A). Proposed additions to the Board policy are underlined; deletions are struck through.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATIONS

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, who will present the proposed revisions to Board Policy 5119, Open Enrollment.

Following discussion, it is recommended the Board of Trustees approve the revisions to Board Policy 5119 – Open Enrollment.

DISCUSSION/
ACTION

Students

BP 5119(a)

OPEN ENROLLMENT**Purpose and Intent**

The Governing Board endorses the neighborhood public school concept. However, the Board recognizes that some parents/guardians may wish to choose a school of attendance other than their school of residence. Thus, a Capistrano Unified School District Open Enrollment Program shall be included as an integral feature of the District's instructional offerings.

School of residence attendance areas, school capacities, and class size mandates/guidelines are established to optimize the use of existing facilities and to maintain relatively balanced enrollments. All CUSD schools offer high quality instructional programs addressing the District's mission, goals and adopted curricula. However, parents/guardians may wish to apply to other CUSD schools in order to take advantage of specialized or innovative programs, or to meet other family needs.

Priority Criteria for School Placement

CUSD students residing in any Board-approved school attendance area shall first be provided the option of attending their school of residence. After all students within each school's attendance area have been accommodated within established class-size mandates, and after all students in categories A and B below have been placed, requests for Open Enrollment placement will be honored according to the following priority until all openings in a given school are filled:

- A. CUSD students who are siblings of any student currently in attendance who will continue to be enrolled at the same school next year or CUSD students requesting placement at their school of residence ~~after attending a school of choice for at least one full year.~~
- B. CUSD students who have continuously attended the school for at least one full year, but have moved into another CUSD school's attendance area, or CUSD students residing in an area affected by an attendance boundary change who wish to remain at their existing school.
- C. CUSD students whose residence is not within the school's attendance area but whose parents/guardians pay a Mello-Roos tax which helped support construction of the school.
- D. CUSD students who reside in a feeder pattern which divides students to different school sites upon promotion to the next school level (elementary school to middle school or middle school to high school) will be provided the opportunity to attend the same school as the majority of students in their feeder pattern.
- E. All other CUSD students requesting Open Enrollment placement.

Determination of Openings

District staff shall project the initial number of open enrollment classroom seats which will be available for the fall of the following school year. In this analysis, staff shall consider each of the following elements:

1. Current enrollment as it rolls forward and provides a basis for the following year's enrollment.
2. Projected new enrollments for the school's entry grade level (K, 6, or 9).
3. Projected new enrollments due to the construction of new housing facilities in the attendance area during the next year.
4. The ratio of enrollment to capacity as compared with the enrollment to capacity ratio of other schools in the surrounding area.
5. Plans for the construction of new school facilities which would provide future relief from current overcrowded conditions.
6. Special programs which may have particular enrollment requirements or limitations.

When the Open Enrollment process is implemented each year, the initial number of openings assigned to each school may be augmented as students who are currently enrolled in a given school transfer to another school site during the Open Enrollment process.

Schools with Openings

Each year the Superintendent or designee shall utilize all available information to determine which schools have openings. Schools identified without additional ~~space~~ openings ~~will~~ may accept students in Priority A and Priority B categories only.

Schools with openings will begin the Open Enrollment process with a designated number of openings. Students will be placed in order of the priority criteria referenced in this policy.

Placement Procedures

The Open Enrollment timeline will be published on the CUSD website and will be available at all school sites in January of each year.

Open Enrollment applications shall be initiated by a child's parent/guardian. Applications must be submitted on the District-designated form which is available at the District office, in each school office, and on the CUSD website. Parents/guardians seeking placement for multiple children must submit a separate application for each child.

Applications for enrollment to Two-Way Language Immersion Programs will only be available at Two-Way Language Immersion sites. Parents/guardians desiring to enroll students in a Two-Way Language Immersion site must submit applications directly to the site(s) of choice within the designated Open Enrollment timeline. Students matriculating from elementary to middle or middle to high school Two-Way Language Immersion programs will have the right to continue to attend the Two-Way Language Immersion program within the same feeder pattern.

Parents/guardians who have applied for an Open Enrollment transfer by the published application deadline shall be notified of the status of their transfer request by late spring. Open Enrollment approval is school specific and does not guarantee placement in the feeder school(s) for the school of choice.

After the number of openings has been determined and applications processed, a determination will be made as to whether sufficient openings exist to accommodate all applications. In the event there are more applications for Open Enrollment into any given school than there are openings in that school, a lottery procedure for placement will be implemented which takes into account the priority criteria referenced in this policy and considers the openings which are available according to grade level.

Students in ~~priorities~~ priority A and B may continue to apply beyond the published application deadline. In late spring, after the initial Open Enrollment window, the list of schools with openings will be updated and a second opportunity to apply for Open Enrollment placement for all priorities will take place. Applications for Open Enrollment will not be accepted after July 30th in an effort for schools to accurately determine staffing needs and student placement for the following school year.

Eligibility for Interscholastic Athletic Participation

When a student enrolls as a freshman (Grade 9) in any CUSD high school, he/she will have that school identified as the school of attendance for athletic eligibility. Once eligibility has been established, a transfer to a different high school under Open Enrollment may result in a declaration of ineligibility to participate. Students considering a transfer to another CUSD high school should contact CIF for eligibility guidelines.

Recruitment of students by school personnel to attend a high school other than the school of residence for the purpose of athletic participation is prohibited in accordance with CIF rules and regulations.

Home-to-School Bus Transportation

Transportation of students who have been placed through the open enrollment process is the responsibility of the parent/guardian.

Nonrequirements to the District

In implementing the Open Enrollment Program, the District is not required to:

EXHIBIT A

(3 of 5)

1. Make alterations in the structure or grounds of any schools or make alterations to the arrangement or function of rooms within District schools.
2. Establish and offer any particular program in a school if such program is not offered currently in each school in the District.
3. Alter or waive any established eligibility criteria for participation in a particular program including age requirements, course prerequisites and required levels of performance.

Transfer Back to the School of Residence

Students approved for Open Enrollment placement in accordance with the priority placement criteria spelled out in this policy shall abide by all school rules and procedures. Principals may recommend to Student Services the involuntary transfer of students back to their school of residence or another school deemed appropriate for any of the following reasons:

1. Unsatisfactory attendance
2. Continual tardiness
3. Failure of the parent/guardian to make adequate transportation arrangements
4. Unsatisfactory academic performance
5. Unsatisfactory behavior
6. No longer residing within CUSD boundaries

Students being transferred back to their school of residence or another school deemed appropriate have the right to an Admission and Discharge (A & D) hearing relative to the infraction which caused the involuntary transfer.

Students determined to have enrolled in a school by falsifying attendance or residency records shall be returned to their school of residence immediately. These students will not qualify as Priority A or B students even if they otherwise meet the stated priority criteria.

Students requesting a transfer to their school of residence, after having been accepted into another school through the open enrollment process, will not be guaranteed a place in their school of residence. Students ~~may~~ must reapply for Open Enrollment placement at their school of residence ~~after attending their school of choice for at least one full year.~~

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school districts

35160.5 District policies; rules and regulations

35291 Rules

35350 Transportation of students

35351 Assignment of students to particular schools

29 Ops.Cal.Atty.Gen. 63

GOVERNMENT CODE

53312.7 Establishment of community facilities district; goals and policies

Jackson v. Pasadena City School District (1963) 59 Cal. 2nd 876, 879

Crawford v. Board of Education (1976) 17 Cal.3d 280

POLICY 5119

adopted: February 8, 1999

revised: November 17, 2003

revised: December 8, 2003

revised: February 11, 2008

revised December 15, 2009

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: **PUBLIC HEARING: CAPISTRANO UNIFIED SCHOOL DISTRICT
SPECIAL EDUCATION LOCAL PLAN AREA (SELPA) ANNUAL
SERVICE PLAN AND BUDGET**

BACKGROUND INFORMATION

Assembly Bill 602, Chapter 654, Statutes of 1997 requires SELPAs to submit annual service plans and budget plans to the state. The annual service plans and budget plans are required to be adopted at public hearings. As required in California Education Code §56205, these plans must identify specific expenditures, and also the IEP services provided to students and the physical location of the services for the 2010-2011 school year.

CURRENT CONSIDERATIONS

In accordance with Education Code §56205, this agenda item requests Board approval of the District SELPA 2010-2011 Annual Service Plan and Budget Plan (Exhibit A). The Annual Service Plan indicates services offered, per individual student IEPs, by the District SELPA at school locations within the District and at other public and private locations. The Service Plan uses the California State Management Information System (CASEMIS) number codes to represent services such as 350 for individual and small group instruction and 415 for language and speech and is a reflection of data collected on December 1, 2010. A description of these CASEMIS service codes is attached (Exhibit B).

Once approved by the Board of Trustees, the District SELPA Annual Service Plan and Budget Plan will be submitted to the California Department of Education and kept on file locally.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATIONS

Following the public hearing on this item, it is recommended the Board of Trustees approve the Capistrano Unified SELPA Annual Service Plan and Budget Plan (Exhibit A) for the 2010-2011 school year.

DISCUSSION/
ACTION

ANNUAL BUDGET PLAN
FISCAL YEAR: 2010-11

The Annual Budget Plan shall identify expected expenditures for all items required by this part as listed below. The SACS Codes provide source information from the LEA(s) reporting.

	Reference/Label	Instructions	Totals
A	Funds received in accordance with Chapter 7.2 (commencing with Section 56836). (Special Education Program Funding)	SACS Resource Code 6500 (State), 3300-3499 (Federal) 6515-6535 (Gen Fund)	36,745,448
B	Administrative costs of the plan.	SACS Goal Code 5001 Function 2100	2,843,331
C	Special Education services to pupils with severe disabilities (1) and low incidence disabilities (2).	SACS Goal Code 5710	767,963
		SACS Goal Code 5730	7,140,248
		SACS Goal Code 5750	29,473,096
D	Special education services to pupils with non-severe disabilities .	SACS Goal Code 5770	24,223,356
E	Supplemental aids and services to meet the individual needs of pupils placed in regular education classrooms and environments.	Any SACS Goal Code with SACS Function Code 1130 ¹	4,540,663
F	Regionalized operations and services, and direct instructional support by program specialists in accordance with Article 6 (commencing with Section 56836.23) of Chapter 7.2. (SELPA Program Specialists Funding)	SACS Goal Code 5050	na
		SACS Goal Code 5060	na
G	The use of property taxes allocated to the special education local plan area pursuant to Section 2572.	Statement is included in Local Plan	

¹ Function Activity Classification can be located at:
<http://www.cde.ca.gov/be/ag/ag/yr08/mar08item24a6.doc>

FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY

Received by the Superintendent of Public Instruction: Date: _____ By: _____

CERTIFICATION OF ANNUAL BUDGET PLAN
FISCAL YEAR: 2010-11

1. Check one, as applicable:		
<input checked="" type="checkbox"/> Single District	<input type="checkbox"/> Multiple District	<input type="checkbox"/> District/County
CDS Code / SELPA Code 3021	SELPA Name Capistrano Unified School District SELPA	Application Date
SELPA Address 33122 Valle Road	SELPA City San Juan Capistrano	SELPA Zip 92675
Name SELPA Director (Print) Candy Miller (Interim)		SELPA Director's Telephone Number (949) 234-9275
2. CERTIFICATION BY AGENCY DESIGNATED AS ADMINISTRATIVE AND FISCAL AGENCY FOR THIS PROGRAM (Responsible Local Agency (RLA) or Administrative Unit (AU))		
RLA/AU Name Capistrano Unified School District	Name/Title of RLA Superintendent (Type) Dr. Joe Farley, Superintendent	Telephone Number (949) 234-9203
RLA/AU Street Address 33122 Valle Road	RLA/AU City San Juan Capistrano	RLA/AU Zip 92675
Date of Governing Board Approval March 8, 2011		

Certification of Approval of Annual Budget Plan pursuant to Education Code Section 56205(b).

I certify that the Annual Budget Plan was developed according to the SELPA's local plan governance and policy making process. Notice of this public hearing was posted in each school within the SELPA at least 15 days prior to the hearing.

The Annual Budget Plan was presented for Public Hearing on March 8, 2011.

Adopted this 8th day of March, 2011.

Yeas: _____ Nays: _____

Signed: _____
RLA / AU Superintendent

SELPA:3021 Capistrano USD SELPA

LEA:3066464 CAPISTRANO UNIFIED

Annual Service Report (001)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
0100735 Canyon Vista Elementary	10	330 415 450 535 610 720
0100883 Vista del Mar Elementary	10	330 415 425 445 450 460 535 610
0100891 Vista del Mar Middle	10	330 415 425 445 450 460 610 710 720
0100909 Ladera Ranch Elementary	10	330 415 425 436 450 510 535 610
0100917 Ladera Ranch Middle	10	330 415 425 445 450 510 535 610 720
0108704 Oso Grande Elementary	10	330 415 425 445 450 460 510 535 610 710 720
0113381 San Juan Hills High	10	330 415 425 445 450 460 510 610 720 730
0115501 Carl Hankey Middle	10	330 415 425 450 510 535 710 720 760
3030210 Capistrano Valley High	10	330 415 435 445 450 460 510 515 520 535 610 720 725 730
3030574 Aliso Niguel High	10	330 415 425 435 445 450 460 510 535 610 720 900
3030756 Tesoro High	10	330 415 425 435 445 450 460 510 535 610 720 760
3035987 Junipero Serra High	10	330 450 460 510
3036001 San Clemente High	10	330 415 425 436 445 450 460 510 535 610
3038569 Dana Hills High	10	330 415 425 436 445 450 460 510 535 610 710 720
6027585 Concordia Elementary	10	330 415 425 450 535
6027593 Crown Valley Elementary	10	330 415 425 435 450 460 510 535 610 710 720 730

Please ensure that the following are included on this form: (Ages 6-22)	
10-Public Day School School	20-Continuation School
19-Other Public School/Facility	31- Community School
24-Independent Study	15-Special Education Center/Facility
11-Public Residential School	22- Alternative Work Education
56- Charter School (operated AS an LEA	55- Charter School (operated as by an LEA

SELPA:3021 Capistrano USD SELPA

LEA:3066464 CAPISTRANO UNIFIED

Annual Service Report (001)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6027601 Las Palmas Elementary	10	330 415 510 515
6027627 Palisades Elementary	10	330 415 425 450 460 510 535 610
6027635 Dana (Richard Henry) Elementary	10	330 415 450 510 535
6027643 San Juan Elementary	10	330 415 425 450 460 510 610 720
6058929 Forster (Marco F.) Middle	10	330 415 425 436 445 450 460 510 535 610 710 720 730
6068589 Viejo Elementary	10	330 415 510
6089452 Castille Elementary	10	330 415 425 445 450 460 535 610 720
6094619 Del Obispo Elementary	10	330 415 425 450 460 510 610
6095087 Moulton Elementary	10	330 415 535
6095095 Niguel Hills Middle	10	330 415 425 435 436 445 450 460 510 535 610 710 720
6096093 Barcelona Hills Elementary	10	330 415 425 445 450 460 510 535 610
6097398 Ambuehl (Harold) Elementary	10	330 415 425 450 510
6097406 Shorecliffs Middle	10	330 415 425 436 450 510 520 535 610 710 720
6098495 Hankey (Carl H.) Elementary	10	330 415 445 450 535 610 720
6101125 Newhart Middle	10	330 415 425 445 450 460 510 520 535 610 710 720
6106801 Bergeson (Marian) Elementary	10	330 415 425 445 450 535

Please ensure that the following are included on this form: (Ages 6-22)	
10-Public Day School School	20-Continuation School
19-Other Public School/Facility	31- Community School
24-Independent Study	15-Special Education Center/Facility
11-Public Residential School	22- Alternative Work Education
56- Charter School (operated AS an LEA	55- Charter School (operated as by an LEA

SELPA:3021 Capistrano USD SELPA

LEA:3066464 CAPISTRANO UNIFIED

Annual Service Report (001)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6106819 Benedict (Truman) Elementary	10	330 415 450 725
6108740 White (George) Elementary	10	330 415 425 445 450 460 510 535 610 720
6109474 Reilly (Philip J.) Elem./Spec.Ed.	10	330 415 425 436 445 450 460 610 710 720 730
6110852 Arroyo Vista Elementary	10	330 415 425 445 450 460 510 535 610 720 730
6111397 Aliso Viejo Middle	10	330 415 425 436 445 450 510 515 520 535 610 720
6111793 Bathgate Elementary	10	330 415 425 450 535 610
6111801 Hidden Hills Elementary	10	330 415 425 450 460 510 610 720
6111819 Lobo (Clarence) Elementary	10	330 415 425 436 445 450 460 510 535 610 720
6111827 Malcom (John) Elementary	10	330 415 450 535
6111835 Wood Canyon Elementary	10	330 415 425 450 510 535 610 720
6113344 Oak Grove Elementary	10	330 415 425 445 450 460 510 535 610 710 720 730
6114516 Las Flores Elementary	10	330 415 450 510
6114524 Wagon Wheel Elementary	10	330 415 450 535
6115406 Ayer (Bernice) Middle	10	330 415 425 445 450 460 510 535 610 720
6117634 Avila (Don Juan) Elementary	10	330 415 425 450 535 610 720
6117642 Avila (Don Juan) Middle	10	330 415 425 445 450 510 535 610 720 760

Please ensure that the following are included on this form: (Ages 6-22)	
10-Public Day School School	20-Continuation School
19-Other Public School/Facility	31- Community School
24-Independent Study	15-Special Education Center/Facility
11-Public Residential School	22- Alternative Work Education
56- Charter School (operated AS an LEA	55- Charter School (operated as by an LEA

SELPA:3021 Capistrano USD SELPA

LEA:3066464 CAPISTRANO UNIFIED

Annual Service Report (001)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6117725 Las Flores Middle	10	330 415 425 436 445 450 460 510 535 610 720
6117733 Kinoshita Elementary	10	330 415 450 510
6117741 Tijeras Creek Elementary	10	330 415 425 445 450 460 510 610 720
6117881 Dana (Richard Henry) Exceptional Needs	10	330 415 425 435 436 445 450 460 535 610 720 730
6118947 Chaparral Elementary	10	330 415 450 535 610 720
6118954 Marblehead Elementary	10	330 415 425 450 460 510 535 610 720 730
6120281 Laguna Niguel Elementary	10	330 415 445 450 510 535
ADULTED *** Sch Code Not Found ***	15	330 415 510
ADULTTR *** Sch Code Not Found ***	15	330 415 425 435 436 445 450 460 510 610 720
3030798 Bridges Community Day	31	330 510 520
0106765 Capistrano Connections Academy Charter School	55	330 415 450 510 720
6117758 Journey	55	330 415 510 535

Please ensure that the following are included on this form: (Ages 6-22)	
10-Public Day School School	20-Continuation School
19-Other Public School/Facility	31- Community School
24-Independent Study	15-Special Education Center/Facility
11-Public Residential School	22- Alternative Work Education
56- Charter School (operated AS an LEA	55- Charter School (operated as by an LEA

SELPA:3021 Capistrano USD SELPA

LEA:3066464 CAPISTRANO UNIFIED

Other Facility (002)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6937278 Mardan School	70	330 510
6937437 Speech and Language Development Center	70	330 415 425 445 450 535 610 710 720
7098866 Ocean View School	70	330 415 425 450
7102387 Pyramid Autism Center	70	330
7102924 Canal Street Elementary School	70	330 415 450 510
0110916 Larry M. Simmons High School-Bodega	71	330 510 515
6941041 Larry M. Simmons High School-Kiva	71	330 510 515
0111260 Red Rock Canyon School	72	330 510 515
0112599 Devereux School of Viera	72	330 415 510 515
0119917 Devereux Arizona	72	330 510 515
6130900 Alpine Academy	72	330 510 515
6130975 Cathedral Home for Children - Mae Olson Education	72	330 510 515
6130983 Chileda	72	330 415 425 450 510 515 900
6130991 Cinnamon Hills School	72	330 510 515
6131056 Devereux Texas - League City	72	330 510 515
6131205 Shiloh Treatment Center, Inc.	72	330 510 515

Please ensure that the following are included on this form: (Ages 6-22)	
30-Juvenile Court	40-Home Instruction
45-Hospital Facility	50-Community College
51-Adult Education Program	70 -Nonpublic Day School
71/72- Nonpublic Residential	79- Nonpublic Agency

SELPA:3021 Capistrano USD SELPA

LEA:3066464 CAPISTRANO UNIFIED

Other Facility (002)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6131254 Yellowstone Boys & Girls Ranch	72	330 510 515

Please ensure that the following are included on this form: (Ages 6-22)	
30-Juvenile Court	40-Home Instruction
45-Hospital Facility	50-Community College
51-Adult Education Program	70 -Nonpublic Day School
71/72- Nonpublic Residential	79- Nonpublic Agency

SELPA:3021 Capistrano USD SELPA

LEA:3066464 CAPISTRANO UNIFIED

Infant Services (003)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6027593 Crown Valley Elementary	10	330 415 450 460 710 720
6117881 Dana (Richard Henry) Exceptional Needs	10	330 415 425 450 460 610

Please ensure that the following are included on this form: (Ages 0-2)	
40-Home	45 Hospital Facility
62-Child Devt. or Child Care	65- Extended Day Care
10 Public Day School	19- Other Public School/Facilities
11- Public Residential School	
00-No School	

SELPA:3021 Capistrano USD SELPA

LEA:3066464 CAPISTRANO UNIFIED

Pre-School Services 004		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
0100735 Canyon Vista Elementary	10	415 535
0100883 Vista del Mar Elementary	10	330 415 425 450 460 610
0100909 Ladera Ranch Elementary	10	330 415
0108704 Oso Grande Elementary	10	330 415 535
6027585 Concordia Elementary	10	415
6027593 Crown Valley Elementary	10	330 415 450 460 535 610 710 720
6027601 Las Palmas Elementary	10	415
6027627 Palisades Elementary	10	330 415 450 460 510 535 610
6027635 Dana (Richard Henry) Elementary	10	330 415 436 450 460 610
6027643 San Juan Elementary	10	415
6068589 Viejo Elementary	10	415
6089452 Castille Elementary	10	330 415 425 436 445 450 460 535 610
6094619 Del Obispo Elementary	10	330 415 425 436 450 535
6095087 Moulton Elementary	10	330 415 450 535
6096093 Barcelona Hills Elementary	10	330 415 425 450 460 535
6097398 Ambuehl (Harold) Elementary	10	415

Please ensure that the following are included on this form: (Ages 3-5)	
40 Home Instruction/00 - No school	45 Hospital Facility
61-Head Start Program	62- Child Devt. or Child Care
State Preschool Program	64- Private Preschool
65-Extended Day Care Program	11- Public Residential School
10-Public Day School	19-Other Public School/Facilities

SELPA:3021 Capistrano USD SELPA

LEA:3066464 CAPISTRANO UNIFIED

Pre-School Services 004		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6098495 Hankey (Carl H.) Elementary	10	330 415 450 535
6106801 Bergeson (Marian) Elementary	10	330 415 450 535
6106819 Benedict (Truman) Elementary	10	330 415 450
6108740 White (George) Elementary	10	330 415 450 460 535 610
6109474 Reilly (Philip J.) Elem./Spec.Ed.	10	330 415 445 450 460 535
6110852 Arroyo Vista Elementary	10	330 415 425 445 450 535 610
6111793 Bathgate Elementary	10	330 415 535
6111801 Hidden Hills Elementary	10	330 415 535 610
6111819 Lobo (Clarence) Elementary	10	330 415 425 436 450 460 535 610 730
6111827 Malcom (John) Elementary	10	330 415 425 450 460 535
6111835 Wood Canyon Elementary	10	330 415 445 450 460 535
6113344 Oak Grove Elementary	10	330 415 450 460 535 610
6114516 Las Flores Elementary	10	330 415 425 445 450 460 535 610
6114524 Wagon Wheel Elementary	10	330 415 610 720
6117634 Avila (Don Juan) Elementary	10	330 415 535
6117733 Kinoshita Elementary	10	415

Please ensure that the following are included on this form: (Ages 3-5)	
40 Home Instruction/00 - No school	45 Hospital Facility
61-Head Start Program	62- Child Devt. or Child Care
State Preschool Program	64- Private Preschool
65-Extended Day Care Program	11- Public Residential School
10-Public Day School	19-Other Public School/Facilities

SELPA:3021 Capistrano USD SELPA

LEA:3066464 CAPISTRANO UNIFIED

Pre-School Services 004		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6117741 Tijeras Creek Elementary	10	330 415 436 445 450 535 610
6117881 Dana (Richard Henry) Exceptional Needs	10	330 415 425 435 436 445 450 460 610 730
6118947 Chaparral Elementary	10	330 415 450 535 610
6118954 Marblehead Elementary	10	330 415 450 510 535
6120281 Laguna Niguel Elementary	10	330 415 445 450 535

Please ensure that the following are included on this form: (Ages 3-5)	
40 Home Instruction/00 - No school	45 Hospital Facility
61-Head Start Program	62- Child Devt. or Child Care
State Preschool Program	64- Private Preschool
65-Extended Day Care Program	11- Public Residential School
10-Public Day School	19-Other Public School/Facilities

CALIFORNIA SPECIAL EDUCATION MANAGEMENT INFORMATION SYSTEM (CASEMIS)

California Department of Education
Form ASP-01a (rev 10/08)

SERVICE DESCRIPTIONS
SELPA _____

Special Education Division

CASEMIS Code	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement)
210	Family training, counseling, and home visits(ages 0-2 only): This service includes: services provided by social workers, psychologists, or other qualified personnel to assist the family in understanding the special needs of the child and enhancing the child's development. Note: Services provided by specialists (such as medical services, nursing services, occupational therapy, and physical therapy) for a specific function should be coded under the appropriate service category, even if the services were delivered in the home.	X			34 CFR sections 300.34 (c)(3), 300.226
220	Medical services (for evaluation only) (ages 0-2 only): Services provided by a licensed physician to determine a child's developmental status and need for early intervention services.	X			34 CFR sections 300.34 (c)(3), 300.226
230	Nutrition services (ages 0-2 only): These services include conducting assessments in: nutritional history and dietary intake; anthropometric, biochemical, and clinical variables; feeding skills and feeding problems; and food habits and food preferences.	X			34 CFR sections 300.34 (c)(3), 300.226
240	Service coordination (ages 0-2 only)	X			34 CFR sections 300.34 (c)(3), 300.226
250	Special instruction (ages 0-2 only): Special instruction includes: the design of learning environments and activities that promote the child's acquisition of skills in a variety of developmental areas, including cognitive processes and social interaction; curriculum planning, including the planned interaction of personnel, materials, and time and space, that leads to achieving the outcomes in the child's IFSP, providing families with information, skills, and support related to enhancing the skill development of the child; and working with the child to enhance the child's development.	X			34 CFR sections 300.34 (c)(3), 300.226

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Special Education Division

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260	Special education aide in regular development class, childcare center or family childcare home (ages 0-2 only)	X			34 CFR sections 300.34 (c)(3), 300.226
270	Respite care services (ages 0-2 only): Through the IFSP process, short-term care given in-home or out-of-home, which temporarily relieves families of the ongoing responsibility for specialized care for child with a disability (Note: only for infants and toddlers from birth through 2, but under 3.)	X			34 CFR sections 300.34 (c)(3), 300.226
330	Specialized academic instruction: Adapting, as appropriate to the needs of the child with a disability the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children.	X			34 CFR section 300.39(b)(3)
340	Intensive individual instruction: IEP Team determination that student requires additional support for all or part of the day to meet his or her IEP goals.	X			30 EC section 56364
350	Individual and small group instruction: Instruction delivered one-to-one or in a small group as specified in an IEP enabling the individual(s) to participate effectively in the total school program	X			5 CCR section 3051; 30 EC section 56441.2

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415	Language and speech: Language and speech services provide remedial intervention for eligible individuals with difficulty understanding or using spoken language. The difficulty may result from problems with articulation (excluding abnormal swallowing patterns, if that is the sole assessed disability); abnormal voice quality, pitch, or loudness; fluency; hearing loss; or the acquisition, comprehension, expression of spoken language. Language deficits or speech patterns resulting from unfamiliarity with the English language and from environmental, economic or cultural factors are not included. Services include; specialized instruction and services; monitoring, reviewing, and consultation. They may be direct or indirect including the use of a speech consultant.	X			5 CCR section 3051.1; 30 EC section 56363; 34 CFR sections 300.34 (c)(15), 300.8 (c)(11)
425	Adapted physical education: Direct physical education services provided by an adapted physical education specialist to pupils who have needs that cannot be adequately satisfied in other physical education programs as indicated by assessment and evaluation of motor skills performance and other areas of need. It may include individually designed developmental activities, games, sports and rhythms, for strength development and fitness, suited to the capabilities, limitations, and interests of individual students with disabilities who may not safely, successfully or meaningfully engage in unrestricted participation in the vigorous activities of the general or modified physical education program.	X			5 CCR section 3051.5; 30 EC section 56363; 34 CFR sections 300.108, 300.39 (b)(2)
435	Health and nursing – specialized physical health care services: Specialized physical health care services means those health services prescribed by the child's licensed physician and surgeon, requiring medically related training of the individual who performs the services and which are necessary during the school day to enable the child to attend school (5 CCR Section 3051.12(b)). Specialized physical health care services include but are not limited to suctioning, oxygen administration, catheterization, nebulizer treatments, insulin administration and glucose testing.	X			5 CCR section 3051.12; 30 EC section 56363; 34 CFR section 300.107; CEC section 49423.5(d)

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436	Health and nursing – other services: This includes services that are provided to individuals with exceptional needs by a qualified individual pursuant to an IEP when a student has health problems which require nursing intervention beyond basic school health services. Services include managing the health problem, consulting with staff, group and individual counseling, making appropriate referrals and maintaining communication with agencies and health care providers. These services do not include any physician-supervised or specialized health care service. IEP-required health and nursing services are expected to supplement the regular health services program.	X			5 CCR section 3051.12; 30 EC section 56363; 34 CFR section 300.107
445	Assistive technology services: Any specialized training or technical support for the incorporation of assistive devices, adapted computer technology or specialized media with the educational programs to improve access for students. The term includes a functional analysis of the student's needs for assistive technology; selecting, designing, fitting, customizing, or repairing appropriate devices; coordinating services with assistive technology devices; training or technical assistance for students with a disability, the student's family, individuals providing education or rehabilitation services, and employers.	X			5 CCR section 3051.16; 30 EC section 56363; 34 CFR sections 300.6, 300.105

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450	Occupational therapy: Occupational Therapy (OT) includes services to improve student's educational performance, postural stability, self-help abilities, sensory processing and organization, environmental adaptation and use of assistive devices, motor planning and coordination, visual perception and integration, social and play abilities, and fine motor abilities. Both direct and indirect services may be provided within the classroom, other educational settings or the home; in a group or on an individual basis; and may include therapeutic techniques to develop abilities; adaptations to the student's environment or curriculum; and consultation and collaboration with other staff and parents. Services are provided, pursuant to an IEP, by a qualified occupational therapist registered with the American Occupational Therapy Certification Board.	X			5 CCR section 3051.6; 30 EC section 56363; 34 CFR section 300.34 (c)(6)
460	Physical therapy: These services are provided, pursuant to an IEP, by a registered physical therapist, or physical therapist assistant, when assessment shows a discrepancy between gross motor performance and other educational skills. Physical therapy includes, but is not limited to, motor control and coordination, posture and balance, self-help, functional mobility, accessibility and use of assistive devices. Services may be provided within the classroom, other educational settings or in the home; and may occur in groups or individually. These services may include adaptations to the student's environment and curriculum, selected therapeutic techniques and activities, and consultation and collaborative interventions with staff and parents.				5 CCR section 3051.6; 30 EC section 56363; 34 CFR section 300.34 (c)(9); B&PC Chapter 5.7 section 2600 - 2696; GC-Interagency Agreement Chapter 26.5 section 7575(a)(2)
510	Individual counseling: One-to-one counseling, provided by a qualified individual pursuant to an IEP. Counseling may focus on aspects, such as educational, career, personal; or be with parents or staff members on learning problems or guidance programs for students. Individual counseling is expected to supplement the regular guidance and counseling program.	X			5 CCR section 3051.9; 34 CFR section 300.34(c)(2)

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515	Counseling and guidance: Counseling in a group setting, provided by a qualified individual pursuant to an IEP. Group counseling is typically social skills development, but may focus on aspects, such as educational, career, personal; or be with parents or staff members on learning problems or guidance programs for students. IEP-required group counseling is expected to supplement the regular guidance and counseling program. Guidance services include interpersonal, intrapersonal or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. Specific programs include social skills development, self-esteem building, parent training, and assistance to special education students supervised by staff credentialed to serve special education students. These services are expected to supplement the regular guidance and counseling	X			34 CFR sections 300.24.(b)(2), 300.306; 5 CCR section 3051.9
520	Parent counseling: Individual or group counseling provided by a qualified individual pursuant to an IEP to assist the parent(s) of special education students in better understanding and meeting their child's needs; may include parenting skills or other pertinent issues. IEP-required parent counseling is expected to supplement the regular guidance and counseling program.	X			5 CCR section 3051.11; 34 CFR section 300.34(c)(8)
525	Social work services: Social Work services, provided pursuant to an IEP by a qualified individual, includes, but are not limited to, preparing a social or developmental history of a child with a disability; group and individual counseling with the child and family; working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school; and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. Social work services are expected to supplement the regular guidance and counseling			X	5 CCR section 3051.13; 34 CFR section 300.34(c)(14)

EXHIBIT B
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Services will be provided in the school of attendance unless otherwise determined by the IEP team.
An Annual Service Location Report based on these codes will be generated using CASEMIS and available at the district office by March 31.

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530	Psychological services: These services, provided by a credentialed or licensed psychologist pursuant to an IEP, include interpreting assessment results to parents and staff in implementing the IEP; obtaining and interpreting information about child behavior and conditions related to learning; planning programs of individual and group counseling and guidance services for children and parents. These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP. IEP-required psychological services are expected to supplement the regular guidance and counseling program.	X			5 CCR section 3051.10; 34 CFR section 300.34 (c)(10)
535	Behavior intervention services: A systematic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to a variety of community settings, social contacts, public events, and placement in the least restrictive environment.	X			5 CCR section 3001(d); 34 CFR section 300.34 (c)(10)
540	Day treatment services: Structured education, training and support services to address the student's mental health needs.			X	Health & Safety Code, Div.2, Chap.3, Article 1, section 1502(a)
545	Residential treatment services: A 24-hour out-of-home placement that provides intensive therapeutic services to support the educational program.				Welfare and Institutions Code, Part 2, Chapter 2.5, Art. 1, section 5671
610	Specialized services for low incidence disabilities: Low incidence services are defined as those provided to the student population of orthopedically impaired (OI), visually impaired (VI), deaf, hard of hearing (HH), or deaf-blind (DB). Typically, services are provided in education settings by an itinerant teacher or the itinerant teacher/specialist. Consultation is provided to the teacher, staff and parents as needed. These services must be clearly written in the student's IEP, including frequency and duration of the services to the	X			5 CCR sections 3051.16, 3051.18; 34 CFR section 300.34

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710	Specialized deaf and hard of hearing services: These services include speech therapy, speech reading, auditory training and/or instruction in the student's mode of communication. Rehabilitative and educational services; adapting curricula, methods, and the learning environment; and special consultation to students, parents, teachers, and other school personnel may also be included.	X			5 CCR sections 3051.16, 3051.18; 34 CFR section 300.34
715	Interpreter services: Sign language interpretation of spoken language to individuals, whose communication is normally sign language, by a qualified sign language interpreter. This includes conveying information through the sign system of the student or consumer and tutoring students regarding class content through the sign system of the student.	X			5 CCR section 3051.16; 34 CFR section 300.34 (c)(4)
720	Audiological services: These services include measurements of acuity, monitoring amplification, and Frequency Modulation system use. Consultation services with teachers, parents or speech pathologists must be identified in the IEP as to reason, frequency and duration of contact; infrequent contact is considered assistance and would not be included.	X			5 CCR section 3051.2; 34 CFR section 300.34 (c)(1)
725	Specialized vision services: This is a broad category of services provided to students with visual impairments. It includes assessment of functional vision; curriculum modifications necessary to meet the student's educational needs -- including Braille, large type, aural media; instruction in areas of need; concept development and academic skills; communication skills (including alternative modes of reading and writing); social, emotional, career, vocational, and independent living skills. It may include coordination of other personnel providing services to the students (such as transcribers, readers, counselors, orientation & mobility specialists, career/vocational staff, and others) and collaboration with the student's classroom teacher.	X			5 CCR section 3030(d); 30 EC section 56364.1

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730	Orientation and mobility: Students with identified visual impairments are trained in body awareness and to understand how to move. Students are trained to develop skills to enable them to travel safely and independently around the school and in the community. It may include consultation services to parents regarding their children requiring such services according to an IEP.	X			5 CCR section 3051.3; 30 EC section 56363; 34 CFR section 300.34 (c)(7)
735	Braille transcription: Any transcription services to convert materials from print to Braille. It may include textbooks, tests, worksheets, or anything necessary for instruction. The transcriber should be qualified in English Braille as well as Nemeth Code (mathematics) and be certified by appropriate agency.	X			5 CCR section 3051.16; 30 EC section 56363; 34 CFR section 300.8 (c)(13)
740	Specialized orthopedic services: Specially designed instruction related to the unique needs of students with orthopedic disabilities, including specialized materials and equipment.	X			5 CCR sections 3030(e), 3051.16; 30 EC section 56363; 34 CFR section 300.8 (c)(8)
745	Reading Services	X			5 CCR section 3051.16
750	Note taking services: Any specialized assistance given to the student for the purpose of taking notes when the student is unable to do so independently. This may include, but is not limited to, copies of notes taken by another student, transcription of tape-recorded information from a class, or aide designated to take notes. This does not include instruction in the process of learning how to take notes.	X			5 CCR section 3051.16
755	Transcription Services Any transcription service to convert materials from print to a mode of communication suitable for the student. This may also include dictation services as it may pertain to textbooks, tests, worksheets, or anything necessary for instruction.	X			5 CCR section 3051.16

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760	Recreation services, includes therapeutic recreation and specialized instructional programs designed to assist pupils to become as independent as possible in leisure activities, and when possible and appropriate, facilitate the pupil's integration into general recreation programs.	X			5 CCR section 3051.15; 34 CFR section 300.34 (c)(11)
820	College Awareness College awareness is the result of acts that promote and increase student learning about higher education opportunities, information and options that are available including, but not limited to career planning, course prerequisites, admission eligibility and financial aid.	X			34 CFR sections 300.39 (b)(5), 300.43
830	Vocational assessment, counseling, guidance, and career assessment: Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment and may include provision for work experience, job coaching, development and/or placement, and situational assessment. This includes career counseling to assist student in assessing his/her aptitudes, abilities, and interests in order to make realistic career decisions.	X			5 CCR section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
840	Career awareness: Transition services include a provision for in paragraph (1)(c)(vi), self-advocacy, career planning, and career guidance. This comment also emphasized the need for coordination between this provision and the Perkins Act to ensure that students with disabilities in middle schools will be able to access vocational education funds.	X			5 CCR section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
850	Work experience education: Work experience education means organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree.	X			5 CCR section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43

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855	Job Coaching Job coaching is a service that provides assistance and guidance to an employee who may be experiencing difficulty with one or more aspects of the daily job tasks and functions. The service is provided by a job coach who is highly successful, skilled and trained on the job who can determine how the employee that is experiencing difficulty learns best and formulate a training plan to improve job performance.	X			5 CCR section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
860	Mentoring: Mentoring is a sustained coaching relationship between a student and teacher through on-going involvement and offers support, guidance, encouragement and assistance as the learner encounters challenges with respect to a particular area such as acquisition of job skills. Mentoring can be either formal as in planned, structured instruction or informal that occurs naturally through friendship, counseling and collegiality in a casual, unplanned	X			5 CCR section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
865	Agency linkages (referral and placement): Service coordination and case management that facilitates the linkage of individualized education programs under this part and individualized family service plans under part C with individualized service plans under multiple Federal and State programs, such as title I of the Rehabilitation Act of 1973 (vocational rehabilitation), title XIX of the Social Security Act (Medicaid), and title XVI of the Social Security Act (supplemental security income).	X			30 EC section 56341.5 (f); 34 CFR section 300.344 (3)(b)
870	Travel Training (includes mobility training)	X			5 CCR section 3051.3; 34 CFR sections 300.39 (c)(7)
890	Other transition services: These services may include program coordination, case management and meetings, and crafting linkages between schools and between schools and post-secondary agencies.	X			

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900	Other special education/related services: Any other specialized service required for a student with a disability to receive educational benefit.	X			

CERTIFICATION OF ANNUAL SERVICE PLAN

1. Check one, as applicable:

☒ Single District

☐ Multiple District

☐ District/County

CDS Code / SELPA Code 3021	SELPA Name Capistrano Unified School District	Application Date
SELPA Address 33122 Valle Road	SELPA City San Juan Capistrano	SELPA Zip 92675
Name SELPA Director (Print) Candy Miller (Interim)	SELPA Director's Telephone Number (949) 234-9275	

2. CERTIFICATION BY AGENCY DESIGNATED AS ADMINISTRATIVE AND FISCAL AGENCY
FOR THIS PROGRAM (Responsible Local Agency (RLA) or Administrative Unit (AU))

RLA/AU Name Capistrano Unified School District	Name/Title of RLA Superintendent (Type) Dr. Joe Farley, Superintendent	Telephone Number (949) 234-9203
RLA/AU Street Address 33122 Valle Road	RLA/AU City San Juan Capistrano	RLA/AU Zip 92675

Date of Governing Board Approval
March 8, 2011

3. Certification of Approval of Annual Service Plan pursuant to *Education Code* Section 56205(b).

This certifies that the Annual Service Plan was developed according to the SELPA's local plan governance and policy making process. Notice of this public hearing was posted in each school district within the SELPA at least 15 days prior to the hearing.

Adopted this 8th day of March, 2011.

Yeas: _____ Nays: _____

Signed: _____
RLA / AU Superintendent

FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY

Received by the Superintendent of Public Instruction: Date: _____ By: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 8, 2011

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: **PROGRESS UPDATE, DIVISION OF STATE ARCHITECT
CONSTRUCTION PROJECT LISTING**

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.

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.

INFORMATION/
DISCUSSION

STAFF RECOMMENDATION

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.

PROGRESS UPDATE, DIVISION OF STATE ARCHITECT, CONSTRUCTION PROJECT LISTING– MARCH 8, 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