

Regular Meeting  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES

33122 Valle Road  
San Juan Capistrano, CA 92675

January 11, 2011

7:00 p.m.

**I. PRELIMINARY**

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

Pledge of Allegiance to the Flag

Board consideration and adoption of the agenda.

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

**ROLL CALL:**

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

**CLOSED SESSION COMMENTS**

**CLOSED SESSION**  
**6:00 p.m.**

**REPORT ON CLOSED SESSION ACTION**

**SPECIAL RECOGNITIONS**

*Jimmy Muessner & the ANHS Basketball Team – Socks from Jocks*  
*Student Body President's Report – San Clemente High School*  
*Newly Hired Management Staff*

**BOARD AND SUPERINTENDENT COMMENTS**

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

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

**PUBLIC HEARING: Agenda Item #31 – School Accountability Report Card Waiver**

**PUBLIC HEARING: Agenda Item #39 – Community Facilities District (CFD) 2005-1 Whispering Hills**

**RECORDING OF SCHOOL BOARD MEETINGS**

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

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

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

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

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

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

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

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

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

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

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

### **REASONABLE ACCOMMODATION**

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

### III. CONSENT CALENDAR

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

#### **GENERAL FUNCTIONS**

PAGE #

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

#### **CURRICULUM & INSTRUCTION**

2. LOCAL EDUCATIONAL AGENCY (LEA) PLAN REVISION: Approval, revisions to the LEA plan.  
(Supporting Information)  
*Contact: Julie Hatchel, Assistant Superintendent, Education Services* 13
3. LOCAL EDUCATIONAL AGENCY PLAN (LEA) ADDENDUM: Approval, addendum to the LEA plan.  
(Supporting Information)  
*Contact: Julie Hatchel, Assistant Superintendent, Education Services* 15
4. REVISED 2010-2011 SCHOOL CALENDAR: Approval, revisions to the 2010-2011 School Calendar restoring two instructional days.  
(Supporting Information)  
*Contact: Julie Hatchel, Assistant Superintendent, Education Services* 43
5. EXPULSION READMISSIONS: Approval, readmission of students from expulsion.  
(Supporting Information)  
*Contact: Julie Hatchel, Assistant Superintendent, Education Services* 49

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

6. PURCHASE ORDERS/WARRANTS: Approval, purchase orders, warrants, and consultant agreements.  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services* 51
7. DONATIONS: Approval, donations of funds/equipment.  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services* 93
8. CONSULTING AGREEMENT: Approval, Instructional Science Program and Assemblies, Discovery Science Center.  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services* 95
9. CONSULTING AGREEMENT: Approval, Physical Therapy Assessment, Joy for Kids Physical Therapy, Inc.  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services* 105

10. CONSULTING AGREEMENT: Approval, Nutrition Education and Physical Activity Demonstrations, S&L Enterprises. 117  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
11. CONSULTING AGREEMENT: Approval, Healthy Cooking Demonstrations and Assemblies, Projects Unlimited, Inc. 127  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
12. CONSULTING AGREEMENT: Approval, Speech Improvement Workshop, Jennifer Taps. 137  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
13. CONSULTING AGREEMENT: Approval, award of request for consulting agreement, MIND Music Keyboard and Music Instruction, Daneen Pysz. 149  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
14. CONSULTING AGREEMENT: Approval, architectural services, PJHM Architects, Inc. 159  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
15. CONSULTING AGREEMENT: Approval, surveying and construction engineering services, Britton Consulting. 175  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
16. INSPECTOR OF RECORD: Approval, award of Request for Qualifications No. 4-1011, DSA approved Inspector of Record to Consulting & Inspection Services and Knowland Construction Services. 185  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
17. SPECIAL INSPECTION AND MATERIALS TESTING: Approval, award of Request for Qualifications No. 5-1011, Special Inspections and Materials Testing to MTGL, Inc. and Ninyo & Moore, and Twining, Inc. 187  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
18. DANA HILLS HIGH SCHOOL GYMNASIUM COMPLETION NOTICE: Approval, final acceptance and Notice of Completion of Bid No. 0809-13, Dana Hills High School Gymnasium Modernization, Gymnasium Floor and Bleacher Replacement, Paul C. Miller Construction Company Inc. 189  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
19. INCOME AGREEMENT: Approval, award of Request for Income Agreement, leadership and library media support services, Orange County Department of Education. 193  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
20. DEVELOPER FEES: Approval, Resolution No. 1011-35, annual and five-year reports of Developer Fees received in fiscal year 2009-2010. 203  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*



21. ASSOCIATED STUDENT BODY BANK ACCOUNTS: Approval, bank accounts for all ASB organizations. 220  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
22. ROOFING REPAIRS: Approval, authorization to advertise Bid No. 1011-10, Roofing Repairs and Maintenance Districtwide. 224  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
23. OBSOLETE AND UNUSABLE MISCELLANEOUS MATERIALS: Approval, authorization to sell obsolete and unusable District materials. 226  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*

### **PERSONNEL SERVICES**

24. RESIGNATIONS/RETIREMENTS/EMPLOYMENT: Approval, classified personnel. 228  
(Supporting Information)  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel*
25. RESIGNATIONS/RETIREMENTS/EMPLOYMENT: Approval, certificated personnel. 250  
(Supporting Information)  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel*
26. GOVERNMENT CLAIM DENIAL: Approval, denial of Government Claim No. 10-89155 DP. 260  
(Supporting Information)  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel*
27. WILLIAMS SETTLEMENT: Approval, first quarter site review report on complaints relative to the Williams Settlement Uniform Complaint Procedure, 2010-2011 school year. 266  
(Supporting Information)  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel*
28. STUDENT TEACHING AGREEMENT: Approval, student teaching agreement with the University of Redlands. 272  
(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

29. **GANG REDUCTION AND INTERVENTION PARTNERSHIP (GRIP):** Update report on the GRIP program.  
(Supporting Information)  
*Contact: Julie Hatchel, Assistant Superintendent, Education Services* INFORMATION/  
DISCUSSION  
Page 278
30. **FISCAL AUDIT:** Consideration and approval, presentation and acknowledgement of receipt of fiscal audit for the year ending June 30, 2010.  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services* DISCUSSION/  
ACTION  
Vote \_\_\_\_\_  
Page 288
- Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_
31. **SCHOOL ACCOUNTABILITY REPORT CARD TIMELINE WAIVER REQUEST- PUBLIC HEARING:** Consideration and approval, School Accountability Report Card waiver request for the 2010-2011 school year.  
(Supporting Information)  
*Contact: Julie Hatchel, Assistant Superintendent, Education Services* DISCUSSION/  
ACTION  
Vote \_\_\_\_\_  
Page 290
- Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_
- ROLL CALL:  
Student Advisor Larson Ishii \_\_\_\_\_  
Trustee Addonizio \_\_\_\_\_ Trustee Hatton \_\_\_\_\_  
Trustee Alpay \_\_\_\_\_ Trustee Palazzo \_\_\_\_\_  
Trustee Bryson \_\_\_\_\_ Trustee Pritchard \_\_\_\_\_  
Trustee Brick \_\_\_\_\_
- ~~32. **CALIFORNIA SCHOOL BOARDS ASSOCIATION:** Reconsideration, approval, \_\_\_\_\_ and/or further discussion regarding District membership in the California School \_\_\_\_\_ Boards Association.  
(Supporting Information) **ITEM WAS PULLED PRIOR TO POSTING** DISCUSSION/  
ACTION  
Vote \_\_\_\_\_  
Page 294  
*Contact: Joseph M. Farley, Superintendent*~~
- Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_
33. **MEMORANDUM OF UNDERSTANDING WITH THE CITY OF DANA POINT:** Consideration and approval, memorandum of understanding between the City of Dana Point and CUSD for the intervention consultant at Dana Hills High School.  
(Supporting Information)  
*Contact: Joseph M. Farley, Superintendent* DISCUSSION/  
ACTION  
Vote \_\_\_\_\_  
Page 296
- Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_
34. **BOARD POLICY REVISION:** First reading of revisions to Board Policy 1113, *District Web and Social Media Sites*.  
(Supporting Information)  
*Contact: Marcus Walton, Chief Communications Officer* INFORMATION/  
DISCUSSION  
Page 304
35. **BOARD POLICY REVISION:** First reading of revisions to Board Policy 1114, *Image Management*.  
(Supporting Information)  
*Contact: Marcus Walton, Chief Communications Officer* INFORMATION/  
DISCUSSION  
Page 310
36. **BOARD POLICY REVISION:** First reading of revisions to Board Policy 5117.1, *Open Enrollment Act/Romero Bill*.  
(Supporting Information)  
*Contact: Julie Hatchel, Assistant Superintendent, Education Services* INFORMATION/  
DISCUSSION  
Page 314

37. **BOARD POLICY REVISION:** First reading of revisions to Board Policy 5118,  
*Interdistrict Attendance Agreements.*  
(Supporting Information)  
*Contact: Julie Hatchel, Assistant Superintendent, Education Services* INFORMATION/  
DISCUSSION  
Page 320
38. **BOARD POLICY REVISION:** First reading of revisions to Board Policy 5119,  
*Open Enrollment.*  
(Supporting Information)  
*Contact: Julie Hatchel, Assistant Superintendent, Education Services* INFORMATION/  
DISCUSSION  
Page 326
39. **APPROVAL OF RESOLUTION NO. 1011-36 AUTHORIZING THE  
CONTINUANCE OF PUBLIC HEARING FOR CONSIDERATION OF  
REDUCTING SPECIAL TAXES OF COMMUNITY FACILITIES  
DISTRICT 2005-1 (WHISPERING HILLS):** Consideration and approval,  
reducing special taxes of Community Facilities District (CFD) 2005-1 (Whispering  
Hills) hereafter CFD No. 2005-1, termination thereof and initiation of additional  
proceedings. Resolution No. 1011-36.  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services* DISCUSSION/  
ACTION  
Vote \_\_\_\_\_  
Page 334
- 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. **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 340

## V. ADJOURNMENT

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

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

## VI. CLOSED SESSION

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

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

Number of cases: Two

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

Case No. 1

Superior Court of the State of California

County of Orange

Case No. 00300788

Whispering Hills LLC v. Capistrano Unified School District

Case No. 2

Superior Court of the State of California

County of Orange

Case No. 00424741

Gary Campbell v. Capistrano Unified School District

#### B. STUDENT EXPULSIONS – Items B-1 through B-5

Deliberations of Findings of Fact and Recommendations

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

#### C. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Dr. Joseph M. Farley/Ron Lebs

Property:

Transportation Center at Capistrano Beach

26126 Victoria Blvd.

Capistrano Beach, CA 92675

*(Pursuant to Government Code §54957.8)*

#### D. CONFERENCE WITH LABOR NEGOTIATORS

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

Employee Organization:

1) Capistrano Unified Education Association (CUEA)

2) Capistrano School Employees Association (CSEA)

3) Unrepresented Employees (CUMA)

4) Teamsters

*(Pursuant to Government Code §54957.6)*

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

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

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

**Oath of Office**

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

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

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

The following person addressed the Board:

**Public Comment**

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

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

**Announcement**

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

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

The Pledge of Allegiance was led by Student Advisor Larsen Ishii

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

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

**Permanent Record**

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

**Adoption of the Board Agenda**

Superintendent Farley reported the following action taken during closed session:

**Report From Closed Session Meeting**

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

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

NOES: None

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

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

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

NOES: None

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

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

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

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

NOES: None

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

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

NOES: None

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

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

NOES: None

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

**Reorganization of  
the Board**

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

**Agenda Item 1-3**

AYES: Trustees Alpay, Brick, Hatton, and Pritchard

NOES: Trustees Addonizio, Bryson, and Palazzo

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

AYES: Trustees Alpay, Brick, Hatton, and Pritchard

NOES: Trustees Addonizio, Bryson, and Palazzo

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

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

NOES: None

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

**Musical Performance**

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

**Special Recognition**

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

**Break**

Trustee Brick remarked that he had attended the Orange County Department of Education's Teachers of the Year award ceremony where three CUSD teachers were honored.

**Board and Superintendent Comments**

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

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

**Oral Communications**

The following people addressed the Board:

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

President Brick asked Trustees to select committees they want to serve on during 2011.

**Reorganization of the Board- Appointment to Committees Agenda Item 4**

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

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

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

Trustees selected to serve on the following ad hoc committees:

City of Aliso Viejo: Trustees Bryson and Pritchard  
City of Dana Point: Trustees Alpay and Bryson  
City of Laguna Niguel: Trustees Addonizio and Bryson  
City of Mission Viejo: Trustees Addonizio and Hatton  
City of Rancho Santa Margarita: Trustees Hatton and Pritchard  
City of San Clemente: Trustees Alpay and Bryson  
City of San Juan Capistrano: Trustees Addonizio and Palazzo

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

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

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

**Items Pulled from  
the Consent  
Calendar**

### **CONSENT CALENDAR**

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

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

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

Proposed 2011 Extended School Year Schedule.

**Extended School  
Year Schedule  
Agenda Item 8**

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

**Single School Plans  
Agenda Item 9**

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

**Instructional  
Materials  
Agenda Item 10**

Supplemental instructional materials recommended for adoption, Read 180.

**Instructional  
Materials  
Agenda Item 11**

Purchase Orders and Warrants as listed.

**Purchase Orders/  
Warrants  
Agenda Item 12**

Donations of funds and equipment.

**Donations  
Agenda Item 13**

Supplemental educational tutoring services, 100% Learning Fun Center.

**Consulting  
Agreement  
Agenda Item 14**

Supplemental educational tutoring services, L.E.A.P.S. Learning Services.

**Consulting  
Agreement  
Agenda Item 15**



Supplemental educational tutoring services, UROK Learning Institute.	<b>Consulting Agreement Agenda Item 16</b>
Supplemental educational tutoring services, Mathnasium of San Clemente.	<b>Consulting Agreement Agenda Item 17</b>
Supplemental educational tutoring services, Ultimate Success Learning Program.	<b>Consulting Agreement Agenda Item 18</b>
Supplemental educational tutoring services, Learning Ladder, Inc.	<b>Consulting Agreement Agenda Item 19</b>
Supplemental educational tutoring services, Basic Educational Services Team. Inc.	<b>Consulting Agreement Agenda Item 20</b>
Supplemental educational tutoring services, ATS Project Success.	<b>Consulting Agreement Agenda Item 21</b>
Supplemental educational tutoring services, ACE Tutoring Services, Inc.	<b>Consulting Agreement Agenda Item 22</b>
Supplemental educational tutoring services, The Academic Advantage, Inc.	<b>Consulting Agreement Agenda Item 23</b>
Supplemental educational tutoring services, Math + Think, Inc.	<b>Consulting Agreement Agenda Item 24</b>
Supplemental educational tutoring services, Total Education Solutions.	<b>Consulting Agreement Agenda Item 25</b>
Supplemental educational tutoring services, Professional Tutors of America, Inc.	<b>Consulting Agreement Agenda Item 26</b>
Supplemental educational tutoring services, Club Z in Home Tutoring.	<b>Consulting Agreement Agenda Item 27</b>
Supplemental educational tutoring services, Teach-N-Tutor, Inc.	<b>Consulting Agreement Agenda Item 28</b>
Installation, training and support for adaptive hardware and software for disabled students, Voice Solutions.	<b>Consulting Agreement Agenda Item 29</b>
Architectural services, PJHM Architects, Inc.	<b>Consulting Agreement Agenda Item 30</b>

Limited use license agreement between CUSD and SAMLARC for use of Tijeras Creek Park.	<b>Limited Use License Agreement Agenda Item 31</b>
Limited use license agreement between CUSD and SAMLARC for use of Arroyo Vista Park.	<b>Limited Use License Agreement Agenda Item 32</b>
Authorization to enter into a lease/purchase financing agreement with Key Government Finance, Cisco Capital's Financing Partner.	<b>Lease/Purchase Financing Agreement Agenda Item 33</b>
Authorization to utilize Contract No. GS-07F-0396M, Fire and Security Alarm and Signal Systems for Life Cycle Support Providing Design, Coding Integration, Testing, Deploying, Repair, Maintenance, Ancillary Services—General Services Administration (GSA) – SimplexGrinnell LP under the same terms and conditions of the public agency's contract.	<b>Utilization of Contract No. GS-07F-0396M Agenda Item 34</b>
Application to participate in the class size reduction program.	<b>Class Size Reduction Agenda Item 36</b>
Award of Request for Proposal No. 3-1011, Uniform Service, Cintas Corporation.	<b>Uniform Service Agenda Item 37</b>
Authorization to advertise Bid No. 1011-08, Milk and Dairy Products.	<b>Milk and Dairy Products Agenda Item 38</b>
Resignations, retirements, and employment of classified personnel.	<b>Resignations/ Retirements/ Employment (Classified Personnel) Agenda Item 39</b>
Resignations, retirements, and employment of certificated personnel.	<b>Resignations/ Retirements/ Employment (Certificated Personnel) Agenda Item 40</b>
<p>ROLL CALL: AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, Pritchard, and Student Advisor Ishii.</p> <p>NOES: None</p> <p>ABSENT: None</p> <p>ABSTAIN: None</p>	
Superintendent Farley pulled this item to allow only the Trustees who were on the Board at the November 9, 2010, meeting to approve the minutes.	<b>Minutes Agenda Item 5</b>
It was moved by Trustee Addonizio, seconded by Trustee Palazzo, and carried by a 4-0 vote to approve the minutes of the November 9, 2010, regular Board meeting.	
<p>AYES: Trustees Addonizio, Brick, Bryson, and Palazzo</p> <p>NOES: None</p> <p>ABSENT: None</p> <p>ABSTAIN: Trustees Alpay, Hatton, and Pritchard</p>	

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

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

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

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

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

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

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

#### DISCUSSION/ACTION

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

The following people addressed the Board:

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

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

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

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

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

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

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

**Public Hearing:  
Romero Bill/Open  
Enrollment Act  
Waiver Request  
Agenda Item 3**

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

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

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

**First Interim  
Report  
Agenda Item 44**

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

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

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

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

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

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

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

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

It was moved by Trustee Addonizio, seconded by Trustee Alpay, and motion carried unanimously to continue the Public Hearing to January 11, 2011, by adopting Resolution No. 1011-32, entitled "Resolution of the Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills), Continuing Public Hearing for Consideration of Request to Alter the Rate and Method of Apportionment and Reduce the Levy of Special Taxes Within Community Facilities District No. 2005-1 of the Capistrano Unified School District."

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

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

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

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

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

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

President Brick reported the following action taken during closed session:

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

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

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

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Board Clerk

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Secretary, Board of Trustees

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



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

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

The Pledge of Allegiance was led by Trustee Pritchard

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

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

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

#### **DISCUSSION/ACTION**

President Brick recognized Deputy Superintendent Ron Lebs to present this item. Mr. Lebs explained that Attorney George Rudolph was leaving Luce Forward to start his own legal firm and given Mr. Rudolph's familiarity with the Whispering Hills LLC case, staff is recommending the case be transferred to Mr. Rudolph's new firm. **Consulting Agreement-Legal Services Agenda Item 1**

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

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

President Brick reconvened the meeting at 9:14 p.m. and reported the following action taken during closed session: **President's Report From Closed Session Meeting**

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

The meeting adjourned at 9:15 p.m.

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Board Clerk

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Secretary, Board of Trustees





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

January 11, 2011

TO: Joseph M. Farley, Superintendent

FROM: Julie Hatchel, Assistant Superintendent, Education Services

SUBJECT: **REVISED LOCAL EDUCATIONAL AGENCY PLAN**

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**BACKGROUND INFORMATION**

The approval of a Local Educational Agency Plan (LEA Plan) by the local school board and State Board of Education is a requirement for receiving federal funding subgrants for Elementary and Secondary Education Act (ESEA)/No Child Left Behind (NCLB) programs. The LEA Plan includes specific descriptions and assurances as outlined in the provisions included in ESEA/NCLB. In essence, LEA plans describe the actions that districts will take to ensure that they meet certain programmatic requirements, including academic services designed to increase student achievement and performance, coordination of services, needs assessments, consultations, school choice, supplemental services, services to homeless students, and others as required.

Districts must develop a single, coordinated, and comprehensive plan that describes the educational services for all students. It is used to guide implementation of federal and state-funded programs, the allocation of resources, and reporting requirements. The development of such a plan involves a continuous cycle of assessment, parent and community involvement, planning, implementation, monitoring, and evaluation. The duration of the plan should be five years. The plan should be periodically reviewed and updated as needed, but at least once each year.

**CURRENT CONSIDERATIONS**

This agenda item requests Board approval of the Revised LEA Plan.

Demographics, test results, performance, and resources were reviewed to inform the planning process. School site administrators, teachers, and parents were consulted in the planning, development, and revision of the plan through the Strategic Planning process, as well as through a District-level Leadership Team.

The five performance goals included in the plan were revised to reflect performance targets that are derived from performance data and analysis of scientifically-based practices and consistent with statewide targets for all students and subgroups. Fiscal resources from federal and state funding support these goals.

Due to the size of the plan, the document will be posted online in the CUSD Board Agendas and Supporting Documentation page.

### **FINANCIAL IMPLICATIONS**

Approval of the LEA Plan will guide program implementation and resource allocation to improve student achievement.

### **STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve the CUSD LEA Plan.

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

January 11, 2011

TO: Joseph M. Farley, Superintendent

FROM: Julie Hatchel, Assistant Superintendent, Education Services

SUBJECT: LEA PLAN ADDENDUM

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**BACKGROUND INFORMATION**

Capistrano Unified School District was identified for Program Improvement (PI) in September 2010. The California Department of Education (CDE) requires that districts write an addendum plan to accompany the Local Educational Agency Plan (LEA Plan) currently on file in order to meet the requirements of the *Elementary and Secondary Education Act (ESEA)/No Child Left Behind (NCLB)*. The CUSD LEA Plan currently on file with CDE is dated 2003. The January 11, 2011, Revised Local Educational Agency Plan Board item is an updated version for 2011-2015.

The function of the addendum is to guide program implementation and resource allocation for student achievement. Further, it must specifically address those areas for which the LEA was identified for PI and describe the integration of education services for all learners.

The CDE recommends that the LEA Plan Addendum writing process be data driven. In order to collect data about the reasons leading to the District's PI status, a needs assessment was completed utilizing state recommended assessment tools: *District Assistance Survey*, *Academic Program Survey*, *English Learner Subgroup Self Assessment*, and the *Inventory of Services and Supports*. Results from these tools provided the focus of the plan which centers around best first instruction designed to meet the needs of all students, especially English Learners and Students with Disabilities.

In addition to the needs assessments, a District-level Leadership Team, comprised of administrators, teachers, and parents, reviewed achievement and program data and provided advisement on the LEA Plan Addendum.

**CURRENT CONSIDERATIONS**

This agenda item requests Board approval of the LEA Plan Addendum (Exhibit A).

**FINANCIAL IMPLICATIONS**

Approval of the LEA Plan Addendum will guide program implementation and resource allocation to improve student achievement.

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve the CUSD LEA Plan Addendum (Exhibit A).

District Name: Capistrano USD

CD Code: 30-66464

LOCAL EDUCATIONAL AGENCY PLAN ADDENDUM TEMPLATE

*The Elementary Secondary Education Act, codified as No Child Left Behind (NCLB, Section 1116(c)(7)(A) requires that local educational agencies (LEAs) identified for Program Improvement (PI) shall, not later than three months after being identified, develop or revise an LEA Plan, in consultation with parents, school staff, and others. Rather than completely rewriting the existing LEA Plan, we recommend using this Plan Addendum template to address the items below. Type your responses in the expandable text boxes.*

*Please submit your completed Addendum by e-mail to [LEAP@cde.ca.gov](mailto:LEAP@cde.ca.gov) and indicate in the subject line of the e-mail: 1) the name of your LEA; 2) the Program Improvement Year; and 3) the name of the document attached (i.e., ZZZ Unified School District; PI Year 1; LEA Plan Addendum). If your LEA is also identified for Title III Year 2, please also note this in the subject line.*

*The Plan Addendum, which must be submitted to the California Department of Education (CDE) no later than January 13, 2011, is required to:*

**1. Address the fundamental teaching and learning needs in the schools of that LEA and the specific academic problems of low-achieving students, including a determination of why the prior LEA Plan failed to bring about increased student achievement.**

Please describe how you will address student learning needs, based on an analysis of data for why the prior LEA Plan was not successful. (First determine whether the LEA Plan was fully implemented as written. For assistance, please use the State Assessment Tools to help you with your analysis, review and/or revision. These tools are available on the CDE State Assessment Tools Web page at <a href="http://www.cde.ca.gov/ta/ac/ti/stateassessmentpi.asp">http://www.cde.ca.gov/ta/ac/ti/stateassessmentpi.asp</a> .)	Persons Involved/Timeline	Related Expenditures	Estimated Cost	Funding Source
1. Failure to reach ELL goals consistently from year to year <ul style="list-style-type: none"> <li>• Poor understanding of individual student data and need to address ELL students individually and by ELL levels</li> <li>• Clearer understanding of strategies by ELD level</li> <li>• Lack of implementation of strategies for ELD 1 and 2 students consistently and effectively</li> <li>• Insufficient monitoring the needs and progress of individual ELL's</li> <li>• Lack of secondary intervention for EL's not achieving in the content areas</li> </ul>	Ed. Services, Principals, Teachers 11/10-6/12	N/A	N/A	N/A

<p>2. 2009-10 AYP English Language Learner subgroup</p> <ul style="list-style-type: none"> <li>• Scored 38% proficient in ELA; an increase of 1% from 2008-09</li> <li>• Scored 44.4% proficient in Mathematics; an increase of 1.7% from 2008-09</li> <li>• Currently, the English learner subgroup is not meeting its AYP in ELA and Math</li> <li>• Need to increase the EL subgroup AYP in ELA 29% to reach the 67% proficiency rate in 2010-11</li> </ul>	<p>Ed. Services, Principals, Teachers 11/10-6/12</p>	<p>N/A</p>	<p>N/A</p>	<p>N/A</p>
<p>3. 2009-10 AYP Special Education subgroup</p> <ul style="list-style-type: none"> <li>• Scored 39.4% proficient in ELA; an increase of 2.2% from 2008-09</li> <li>• Scored 35.8% proficient in Mathematics which was the same in 2008-09</li> <li>• There is a need to increase the AYP of the special education subgroup in ELA 27.6%</li> <li>• For mathematics, there is a need to increase 31.5% to meet or exceed AYP</li> </ul>	<p>Ed. Services, Principals, Teachers 11/10-6/12</p>	<p>N/A</p>	<p>N/A</p>	<p>N/A</p>
<p>4. Title III AMAO's September 2010 report indicates</p> <ul style="list-style-type: none"> <li>• AMAO 1 and 2 were met, however, AMAO 3 was not met.</li> <li>• AMAO 1 – 56.6% of students increased fluency levels and</li> <li>• AMAO 2 – 25.7% of students &lt; 5 years scored proficient; 47.5% of students 5 years or more scored proficient</li> <li>• AMAO 3 – 38% of students are proficient in ELA and 44.4 are proficient in Math.</li> </ul>	<p>Ed. Services, Principals, Teachers 11/10-6/12</p>	<p>N/A</p>	<p>N/A</p>	<p>N/A</p>
<p>5. Instructional Needs</p> <ul style="list-style-type: none"> <li>• Better understanding of how to teach EL students</li> <li>• Well-designed, clear, focused lessons are needed for first, best teaching and learning</li> <li>• Need consistent use of EL best practices in content area teaching</li> </ul>	<p>Ed. Services, Principals, Teachers 11/10-6/12</p>	<p>N/A</p>	<p>N/A</p>	<p>N/A</p>

<ul style="list-style-type: none"> <li>On-going professional development using peer coaching is needed</li> </ul> <p>6. Curriculum</p> <ul style="list-style-type: none"> <li>Ensure that all program components in ELA, math, and ELD are more effectively used to meet the needs of all students especially SWD and ELL's.</li> </ul> <p>7. Monitoring and Assessment</p> <ul style="list-style-type: none"> <li>Examination of the data accompanied with a plan to remedy deficiencies using common assessments, benchmarks, and State test results to drive instruction and focus resources for core curriculum and interventions.</li> <li>Diagnostic assessments will be used (DIBELS, PMAS, Keystone, Dev. Assess. Of Reading (DAR) for intensive and strategic students to identify learning needs.</li> </ul> <p>8. Student Placement EL's</p> <ul style="list-style-type: none"> <li>Need to place all EL's into ELD instruction according to the ELD levels</li> <li>Need to provide ELD daily. In middle school, ELD levels 1, 2, and low 3 students will be placed in two periods of ELD/ELA instruction for 2010-11. Placement decisions are guided by CPM, District policy, and the EL Master Plan.</li> </ul> <p>9. NCLB highly qualified teacher requirements</p> <ul style="list-style-type: none"> <li>All teachers meet NCLB HQT requirements.</li> <li>Teachers plan to complete the requirement by September 2012.</li> </ul>	<p>Ed. Services, Principals, Teachers 11/10-6/12</p> <p>Ed. Services, Principals, Teachers 11/10-6/12</p> <p>Ed. Services, Principals, Teachers 11/10-6/12</p> <p>Personnel, Principals, Teachers 11/10-6/12</p>	<p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p>	<p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p>	<p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p>
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**2. Include specific measurable achievement goals and targets for student groups consistent with Adequate Yearly Progress (AYP).**

Please describe academic goals and targets for student achievement, participation, growth on the API, and graduation rate, if applicable. (Refer to the CDE AYP Reports Web page at <a href="http://www.cde.ca.gov/ta/ac/ay/aypreports.asp">http://www.cde.ca.gov/ta/ac/ay/aypreports.asp</a> .)	Persons Involved/Timeline	Related Expenditures	Estimated Cost	Funding Source
1.AMAO 1 –District-wide the goal was met (56.6%). Each school met the district required goal adjusted annually.	Ed. Services, Principals, Teachers 11/10-6/12	N/A	N/A	N/A
2.AMAO 2 –For the <5 years cohort, the district-wide goal was met (25.7%). For the 5 years or more cohort, the district-wide goal was met (47.5%). AMAO 2 was met across the district.	Ed. Services, Principals, Teachers 11/10-6/12	N/A	N/A	N/A
3.AMAO 3 – In 2009-10, the target for ELA was 56%. EL's scored 38%. In math, the target was 56.4% and EL's scored 44.4%. The district will increase its AYP for EL's in language arts by 29% to meet the 67% target for 2010-11. The district will increase its AYP for EL's in math by 22.9% to meet the 67.3 target for 2010-11.	Ed. Services, Principals, Teachers 11/10-6/12	N/A	N/A	N/A
4.Participation Rate – The participation rate needs to be maintained at least 95% for all subgroups.	Ed. Services, Principals, Teachers 11/10-6/12	N/A	N/A	N/A
5.API – API growth goals will be consistent with state targets. CUSD grew 6 points to an API of 862. English Learners grew 10 points to 713, however, are still 87 points below the state benchmark.	Ed. Services, Principals, Teachers 11/10-6/12	N/A	N/A	N/A



**3. Incorporate scientifically based research strategies that strengthen the core academic program in schools served by the LEA.**

Please describe the specific strategies that the district will use and how those strategies will be used to strengthen the core academic program.	Persons Involved/Timeline	Related Expenditures	Estimated Cost	Funding Source
1.Data – Use the Data Director system that includes STAR, CELDT, and CAHSEE information to drive decision making for curriculum and instruction. Special Education teachers participated in Needs Assessment conducted by TOSA's. (CUSD Strategic Plan Objective 3.1.2 and 3.2.3) 2.Standards – Provide training on the ELA, ELD, and Math frameworks and standards in grades K-5 emphasizing grade 3 where student achievement had a downward trend at targeted schools. (CUSD Strategic Plan Strategy 3.1) 3.Curriculum – Provide training in Keystone for more effective use of all program components in 6-12 <sup>th</sup> grade supplemental language arts intervention. Focus on phonics, academic vocabulary, oral fluency and comprehension. Special Education Curriculum Matrix was developed to assist teachers in selecting appropriate materials for students. (CUSD Strategic Plan Objectives 3.1.1 and 3.1.5) 4.Instructional Needs – ADD Initiative to increase understanding of teaching strategies especially for EL students in content areas using SDAIE, direct instruction, and SIOP. (CUSD Strategic Plan Objective 3.1.5) 5.Lesson Planning – Provide ADD Initiative training on well-designed, clearly focused lessons for first best teaching and learning. (CUSD Strategic Plan Strategy 3.1) 6.Peer Coaching – TOSA's and site teacher teams will pre-plan, observe, and discuss lessons and best practices (ie.SIOP).	Ed. Services, Principals, Teachers 11/10-6/12 Special Education Teachers, TOSA's  Ed. Services, Principals, Teachers 11/10-6/12	N/A  TOSA's  TOSA's	N/A  \$100,000  \$10,000	N/A  IDEA ARRA  Title II
	Ed. Services, Principals, Teachers 11/10-6/12	Additional Assignment ETAP's	\$5,000	Title III
	Special Education staff, TOSA's	TOSA's	\$100,000	IDEA ARRA
	Ed. Services, Principals, Teachers 11/10-6/12	AA, Consultant, TOSA's	N/A	Title 1, EIA
	Ed. Services, Principals, Teachers 11/10-6/12	AA, Consultant, TOSA's	\$10,000	Title 1, Title III, EIA
	Ed. Services, Principals, Teachers 11/10-6/12	AA, Subs TOSA's	\$200,000 \$100,000	EIA IDEA ARRA

Elementary Special Education teachers participate in job alike meetings. (CUSD Strategic Plan Objective 3.1.5)	Elem. Special Ed. Teachers	N/A	N/A	N/A
7. Monitoring – Monitor English Learners mastery of standards so that deficits do not accumulate. (CUSD Strategic Plan Objective 3.1.2)	Ed. Services, Principals, Teachers 11/10-6/12	N/A	N/A	N/A
8. Assessment – Benchmark (at select sites) and state data examination by teachers and principals will be performed to drive instruction and focus resources. Lead Psychologist mentors School Psychologists in formative assessments, data, and evaluation. (CUSD Strategic Plan Objective 3.1.2)	Ed. Services, Principals, Teachers 11/10-6/12	N/A	N/A	N/A
9. District Monitoring – District and site administrators and TOSA's will walk through classrooms on a regular basis. (CUSD Strategic Plan Objective 3.1.2)	Special Education staff	School Psych.	\$100,000	IDEA ARRA
Executive Director, Special Education meets monthly with Assistant Principals and Department Chairs.	Ed. Services, Principals, Teachers 11/10-6/12	N/A	N/A	N/A
10. External Assistance – OCDE, Action Learning Systems (ALS), and GEMAS Consulting will provide technical assistance and support for district program improvement through principal walkthroughs, SIOP, Direct Interactive Instruction, ELD and PI trainings, and additional resources. (CUSD Strategic Plan Objective 3.2.1)	Exec. Director, Special Ed., AP's, Dept. Chairs Ed. Services, Principals, Teachers 11/10-6/12	Contracts	\$50,000 \$90,000	Title 1, EIA

**4. Identify actions that have the greatest likelihood of improving student achievement in meeting state standards.**

Please identify actions and how they will be supported. (See full implementation statements in the Academic Program Survey [APS] and the District Assistance Survey [DAS] on the CDE State Assessment Tools Web page at <a href="http://www.cde.ca.gov/ta/act/stateassessmentpi.asp">http://www.cde.ca.gov/ta/act/stateassessmentpi.asp</a> .)	Persons Involved/Timeline	Related Expenditures	Estimated Cost	Funding Source
<b>Best First Instruction</b> (Strategic Plan Pillar 3) 1. Multi-Year Plan – A multi-year plan has been designed so that all principals and teachers in grades K-12 will be trained in SIOP and peer coaching. (CUSD Strategic Plan Objective 3.1.5) 2. Training – A cohort of 200 teachers from 21 school sites	Ed. Services, TOSA's, Principals, Teachers, Consultant 11/10-6/12	Subs, contract	See page 5, #10	Title 1, EIA

will participate in ADD Initiative and will receive SIOP training through a peer coaching model with administrator, teacher leaders, and cohort group. (CUSD Strategic Plan Objective 3.1.5)	Same as above	N/A	See #1	N/A
3. Monitoring and Support – Principals, TOSA's and teacher leaders provide the primary impetus for directing and monitoring SIOP implementation at the school site through classroom walkthroughs, lesson design discussions and data analysis in a collaborative approach. TOSA's met with Special Ed. teams to review guidelines for use of California Modified Assessment and accommodations/modifications for testing. (CUSD Strategic Plan Strategy 3.2)	Principals, TOSA's, Teachers, Consultant 11/10-6/12	N/A	\$100,000	IDEA ARRA
<b>Systematic ELD and EL Frontloading</b> 4. Curriculum – New curricular resources in grades 6-12 were purchased to address the learning needs of EL's, SWD's and at-risk students. (CUSD Strategic Plan Strategy 3.1)	Ed. Services, Principals, Teachers 11/10	Curriculum (Keystone, Read 180)	\$160,000 \$40,000 \$5,000	Title III IMFRP Title 1
5. Grade level/Department Chair meetings – Articulation and Collaboration for Excellence (ACE) time is allocated to discuss student achievement in ELD as measured by common assessments and benchmarks. Principals, administrators, and TOSA's will provide protocols to discuss student results. (CUSD Strategic Plan Strategy 3.2)	Principals, Teachers, Administrators, TOSA's 11/10-6/12	N/A	N/A	N/A
6. All teachers including special education teachers in grades K-12 will hold SDAIE/ELD certification/authorization district-wide by 2012.	Personnel, Principals, Teachers 11/10-12/20/2011	N/A	N/A	N/A

**5. Address the professional development needs of the instructional staff that will support the strategies and recommendations described above.**

Please explain how the LEA identified professional development needs of instructional staff and LEA plans to support professional development. (See full implementation statements in the APS and the DAS located on the CDE State Assessment Tools Web page at <a href="http://www.cde.ca.gov/ta/ac/ti/stateassessmentpi.asp">http://www.cde.ca.gov/ta/ac/ti/stateassessmentpi.asp</a> .)	Persons Involved/Timeline	Related Expenditures	Estimated Cost	Funding Source
(The following support CUSD Strategic Plan Objective				

<p>3.1.5) 1. 10% of the Title 1 funds are allocated for staff development yearly for teachers, TOSA's, classified staff, and administrators.</p>	<p>Ed. Services, Principals, Office Managers 11/10-6/12 Principals, Teachers 11/10-6/12</p>	<p>Professional Development</p>	<p>\$381,151</p>	<p>Title 1</p>
<p>2. Staff will be provided DII, Open Court, and enVision training as needed. Substitute costs may be included in some trainings.</p>		<p>Subs, contracts</p>	<p>N/A</p>	<p>Title 1</p>
<p>3. Administrators and staff will complete SIOP and peer coaching.</p>	<p>Ed. Services, Principals, Teachers 11/10-6/12</p>	<p>N/A</p>	<p>See page 5, #6, 10</p>	<p>EIA, Title 1</p>
<p>4. State Assessment Tools such as DAS, APS, ELSSA, and ISS will be completed to assist with needs assessment and gap analysis.</p>	<p>Ed. Services, Select Prin., Tchrs., and Parents</p>	<p>ETAP's N/A</p>	<p>\$100,000 Substitutes and AA for APS</p>	<p>IDEA ARRA Title 1</p>
<p>5. Special Education professional development will include Capistrano Autism Training (CAT) for Autism Certificate Program, Special Education Clear Credential program, Secondary SH Teacher training, Gail Nugent IEP Meeting and Compliance training, and Hughes Bill training. In addition, TOSA's will meet with teams to review IEP meeting components and legal mandates.</p>	<p>Special Education staff 11/10-6/12</p>	<p>Subs, AA, Stipends</p>	<p>\$23,300</p>	<p>IDEA, IDEA ARRA</p>
<p>6. Offer smaller scaled workshops including but not limited to writing, classroom management, and peer coaching incorporating technology for discussion which will contribute to a district-wide professional learning community.</p>	<p>TIS, Ed. Services</p>	<p>Technology-related expenditures TBD</p>	<p>\$25,000</p>	<p>Title 1</p>
<p>7. Investigate different technologies to meet the needs of goal 6 (above).</p>	<p>TIS, Ed. Services</p>	<p>See above</p>	<p>See above</p>	<p>See above</p>

## 6. English Learners

- a. **Title III Status and Title I Program Improvement (PI) Status:** An LEA that is also in Title III Year 2 should insert the Improvement Plan Addendum in the expandable space below. LEAs in Title III Year 4 are required to complete the online Action Plan and need not address Item 6.

### **Title III Local Educational Agency Improvement Plan Addendum Sample Outline<sup>1</sup>**

**Directions:** *Address the topic requested for each cell in the outline. The cells expand to allow as much space as required for narrative responses under each item. All Title III Year 2 LEAs must submit a copy of the IPA (in Microsoft Word format) to their Title III Regional Lead and to CDE at [TIIY2@cde.ca.gov](mailto:TIIY2@cde.ca.gov).*

The CUSD Title III Improvement Plan Addendum on the following pages was written and approved in 2009. It will be revised again in 2011-2013.

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<sup>1</sup> This sample outline was developed by the Language Policy and Leadership Office, California Department of Education, November 2009. It is to be used for technical assistance purposes only.

**1. Conduct an analysis of data. Identify and describe the factors that prevented the local educational agency (LEA) from achieving the Annual Measurable Achievement Objectives (AMAOs) (Five page maximum for this item).**

**A. Analysis of data and problems found.**

The Capistrano Unified School District (CUSD) has not met AMAO 3 (in ELA) for 2 consecutive years, 2007-08 and 2008-09. In addition, CUSD has not met AMAO 3 (in Math) for 2008-09. The EL subgroup demonstrated growth between these years yet it was not enough to meet the targets in both ELA and Math.

CELDT data analysis reveal that the percentage of CUSD EL students at the Beginning, Early Intermediate, Intermediate, and Early Advanced/Advanced: Not English Proficient meeting the AMAO 1 growth target is significantly lower than the state averages at meeting the growth target for those levels.

In analysis of CELDT data based on length of time in our district, 44% of the EL students have been in the EL program 6 or more years. Of this group 43% of the EL students are at the Intermediate level and 47% are at the Early Advanced or Advanced levels. In addition, the makeup of the EL subgroup shows that 45% of the EL students in the district are at the Intermediate level and 36% are at the Early Advanced or Advanced levels.

**CST Data Analysis:**

CST/ELA data for Intermediate level EL students show that the majority of the intermediate EL students (73%) score at the Basic and Below Basic level on the CST/ELA. Another point noted is that as the grade levels increase, the intermediate students' performance on the CST/ELA moves lower to the Basic, Below Basic and Far Below Basic performance levels.

CST/ELA data for English proficient students (as defined by the CELDT) show a significant drop in the performance in grade 5 and is maintained at this lower level through grade 8. The majority of the EL students measured on this table perform at the Basic level. Our reclassification criteria require that EL students perform at the mid-point of Basic (325). As the data show, 23% of EL students performing as English proficient on the CELDT score at the Below Basic and Far Below Basic and 48% perform at Basic on the CST/ELA.

CST/ELA data for Reclassified EL students show that the majority of CUSD reclassified EL students perform at the Proficient (43%) or Advance (30%) levels on the CST/ELA. According to this data, 73% of the EL students that meet the district's reclassification criteria perform at the Proficient or Advanced level on the CST/ELA.

CST/Math data for Intermediate level EL students show that as the grade levels increase, intermediate EL students perform at Basic and increasingly at Below Basic. Few EL students are represented in the Grade 8 Algebra CST. There is also a significant decline in performance of Intermediate level EL students from grade 5 (Basic and Below Basic) to grade 6 (Below Basic and Far Below Basic).

CST/Math data for English proficient students (as defined by the CELDT) show a significant drop in performance at the 5th grade level and remains at this lower level from grades 6 through 8. The majority of EL students at the English proficient level are performing at the

Basic level (34%) or Proficient level (26%).

CST/Math data for Reclassified EL students show that at the fifth grade level, RFEP students performing at the Below Basic level in CST/Math increases. Also significant, the data show that 70% of the district's EL students that meet the reclassification criteria, perform at the Proficient and Advanced levels on the CST/Math.

CAHSEE Analysis:

The CAHSEE data show that 36% of EL students pass the CAHSEE-ELA and 48% pass the CAHSEE-Math. Of the EL students measured, only 5% score as proficient on the ELA portion of the CAHSEE and 10% on the Math portion of the CAHSEE.

Of the Reclassified EL students, 95% pass the ELA portion of the CAHSEE and 65% perform at Proficient level. In mathematics, 94% pass the CAHSEE and 66% perform at Proficient level.

**B. Strengths and weaknesses of current plan.**

The Strengths of the Title III LEA Plan include the following: 1. Delineation of supplemental services targeted for EL students: supplemental programs before/after school, interventions for EL students who are not making adequate progress. 3. Professional school/intervention. 2. Development of interventions for EL students within the school day, and support programs during summer development and coaching in ELD/ELA and content area instruction utilizing Project GLAD. 4. Improvement of a district-wide relational database system that collects and provides disaggregated data to schools and individual teachers on student academic growth and progress towards benchmarks. 5. A strong system of ELD Advisors and monitoring systems at each school site to examine the academic achievement of its EL students and Reclassified students (monitored for 2 years or more) in the subject areas of ELD, ELA, and math. 6. District level administration collaboration with school sites to monitor EL programs, three times per year at the secondary level and two times per year at the elementary level. 7. Plans for systematic communication and evaluation when a school site does not meet annual yearly progress. 8. CUSD describes steps to be taken to encourage and promote broad involvement of the parents of EL students and the community. 9. Availability of embedded collaboration time (ACE).

The Weaknesses of the Title III LEA Plan result from the lack of (or partial) implementation of the actions delineated in the plan. Although CUSD clearly identifies the needs of EL students and specifies actions to be taken, we have partially implemented the steps described in the plan. As a district we have begun the building of an RtI plan to follow when CUSD students do not meet adequate yearly progress. Further articulation is needed to build the systems and procedures to place the plan into action. It will be necessary to clearly articulate the steps for EL students within this plan. The district has also had a partial implementation of supplemental services described in the LEA plan and currently it is sporadic, with some sites providing additional support before/after school that are accessible to EL students. Professional development has been extensive, especially in Project GLAD (Guided Language Acquisition Design), in the past as well as follow-up sessions within the professional learning communities at individual school sites. Yet, continued support and development of professional development opportunities has declined. CUSD expresses the need for collaboration and review of EL students' progress at each school site yearly to ensure EL students are meeting adequate yearly progress. Further development is needed of the systems to follow when individual school sites do not meet the annual yearly progress goals to examine the program design and implementation at the school site. Finally, although the district has taken great steps to encourage and facilitate parent

involvement, more needs to be done to foster parent involvement at individual school sites, beginning with support for ELACs.

**C. Identify and describe factors contributing to failure to meet AMAOs.**

1. Through analysis of CELDT data and the use of the ELSSA, (DAS, and the APS), large portions of CUSD EL students have been in the program 6 years or more. In addition, a large portion of CUSD EL students that have been in the district for 5 years are at the Intermediate level. These results show a lack of clearly articulated goals for EL students across the district. The evidence of course offerings show that ELD courses vary across the district, sometimes including multiple levels of proficiency. In addition, there is a lack of clear articulation of the scope and sequence of these courses to ensure continuity and progression across the grade levels and proficiency levels. In general, administrators lack knowledge and strategies to guide change in this area. Finally, ELD teachers have expressed the need for updated and improved ELD materials that include development in all domains, listening, speaking, reading, and writing.

2. According to school site ELD Advisor interviews and feedback at monthly ELD Advisor meetings, EL students and reclassified students are struggling in mainstream content courses. Teachers have noted the need for language development objectives as well as content development objectives in content courses.

3. As a result of the data analysis using the ELSSA tool, CUSD has determined that the lack of a clear and coherent intervention plan/model for EL students has impacted the academic achievement of the underserved EL students.

4. Reflecting on the CUSD LEA plan, the district has fallen short of the professional development goals to support teachers of EL students. Continued support is needed for teachers working with EL students at the secondary level in content courses and struggling EL students. Continued support of SIOP instructional strategies is needed to continue addressing the needs of EL students.

5. According to enrollment data, CUSD has experienced a continuing influx of newcomers EL students predominately at the secondary level. The district was ill-prepared to make adjustments to changes in our EL population. There is pattern in the increase of the newcomer EL student population starting at the fifth grade to the decrease in test scores at these levels.

6. Finally, ELD Advisors have reported through monthly meetings and feedback forms that EL parent participation has been difficult to attain and maintain.

**D. Conclusion:** Based on quantitative and qualitative data we have reviewed, the CUSD leadership team believes the following areas of focus will be needed to improve our EL program and support our CUSD EL and reclassified students in reaching academic achievement goals. First, clearly articulate the scope and sequence of the EL program across the grade levels and appropriate materials to support the program. Second, develop and implement a clear and coherent intervention plan for EL students at their various levels of need. Third, provide continued support of professional development opportunities for all administrators and teachers of EL students. These areas of focus would include working with struggling EL students and focused content area SDAIE strategies. Further, professional development implementation will be supported by collaborative work through professional learning



communities at individual school sites. Finally, the district must work together to determine innovative ways of encouraging parent involvement at individual school sites that foster development for parents and support student achievement for their children.

Educational activities to improve English proficiency and academic achievement	Timeline	Person Responsible	Funding Sources and Estimate	Progress Reports (to be completed periodically through June 30, 2011)
<p><b>2. Describe scientifically based research strategies to improve English-language Development (ELD).</b> (AMAOs 1 and 2; English Learner Subgroup Self Assessment (ELSSA))</p> <p><b>OBJECTIVE:</b> Clearly articulate the scope and sequence of the EL program across the grade levels and support it through appropriate SBE and District approved materials to support the program. The goal is to ensure that EL students have the necessary instruction based on student needs to successfully reclassify within a reasonable amount of time.</p> <p>(CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment)</p> <p><b>A. EL Department will clarify ELD instruction within the self-contained elementary classroom and within ELD courses of the departmentalized setting of the secondary level.</b> (CUSD Strategic Plan Strategy 3.1)</p> <ul style="list-style-type: none"> <li>Assess current EL program and its efficacy in helping students develop the necessary skills and abilities to be successful after reclassification.</li> <li>Determine and delineate expected goals for EL students at all levels based on current district data and research findings.</li> <li>Follow-through with monitoring procedures of EL students at the all levels and reclassified students to ensure student growth each year.</li> </ul>	<p>The timeline for the bulleted points under section 2A are:</p> <p>Jan. 2010-June 2011</p>	<p>The personnel responsible for section 2A are:</p> <ul style="list-style-type: none"> <li>*District Educational Services</li> <li>*Principals</li> <li>*Teachers</li> <li>*ELD Advisors</li> </ul>	<p>Funding for section 2A will be from:</p> <ul style="list-style-type: none"> <li>*EIA-ELAP (ELD Advisor Stipend-\$130,000)</li> </ul>	<p>Evidence of progress in section 2A will be obtained from:</p> <ul style="list-style-type: none"> <li>*ELD Advisor meeting agenda</li> <li>*Data Director</li> </ul>

<ul style="list-style-type: none"> <li>At the secondary level, coordinate SBE and district-adopted EL materials to meet EL program goals, skills and objectives.</li> </ul> <p><b>B. School sites will determine appropriate placement of EL students (with support from EL Department) based on language proficiency level to match the language development needs.</b></p> <ul style="list-style-type: none"> <li>All teachers will have language proficiency level information listed on rosters.</li> <li>EL Department and the district database system will provide teachers of EL students, site-based ELD advisors, and principals with current CELDT data.</li> <li>Principals and ELD advisors at the elementary level will certify elementary EL students are appropriately placed with authorized teachers.</li> <li>Principals, ELD advisors, and academic advisors at the secondary level will certify EL students are appropriately placed in ELD courses and with authorized teachers.</li> </ul>	<p>The timeline for the bulleted points under section 2B are:</p> <p>Jan. 2010-June 2011</p>	<p>The personnel responsible for section 2B are:</p> <ul style="list-style-type: none"> <li>*District Educational Services</li> <li>*Principals</li> <li>*Teachers</li> <li>*ELD Advisors</li> <li>*Academic Advisors</li> </ul>	<p>Funding for section 2B will be from:</p> <p>Title III *EIA &amp; ELAP stipend to ELD advisors</p>	<p>Evidence of progress in section 2B will be obtained from:</p> <ul style="list-style-type: none"> <li>*ELD Advisor meeting agenda</li> <li>*Data Director</li> </ul>
<p><b>C. The EL program scope and sequence will be clearly articulated for all grade spans identifying the components of effective ELD instruction.</b> (CUSD Strategic Plan Strategy 3.1)</p> <ul style="list-style-type: none"> <li>District-level administrators, school site administrators, ELD Advisors, and EL resource teachers will evaluate current curriculum and course offerings for EL students at elementary and secondary levels to establish continuity.</li> <li>ELD resource teachers and teachers of ELD courses will collaborate to identify the achievement indicators for each level of the EL program scope and sequence.</li> <li>District-level Administrators will establish clear guidelines regarding the appropriate amount of ELD minutes required in a core ELD program.</li> <li>At all levels, ELD Advisors at each school site along with EL resource teachers will provide</li> </ul>	<p>The timeline for the bulleted points under section 2C are:</p> <p>Annually -Fall Bi-annual Program Placement Reports (Fall &amp; Spring semesters)</p>	<p>The personnel responsible for section 2C are:</p> <ul style="list-style-type: none"> <li>*District Educational Services</li> <li>*Principals</li> <li>*Teachers</li> <li>*ELD Advisors</li> <li>*Library Media Specialist</li> </ul>	<p>Funding for section 2C will be from:</p> <ul style="list-style-type: none"> <li>*Title III</li> <li>*EIA &amp; ELAP stipend to ELD advisors</li> </ul>	<p>Evidence of progress in section 2C will be obtained from:</p> <ul style="list-style-type: none"> <li>*Class Rosters</li> <li>*Program Placement Reports</li> <li>*Master Schedules</li> <li>*Meeting agendas</li> <li>*Copies of communications,</li> </ul>

<p>support to classroom teachers in the inclusion of the effective components of ELD instruction.</p> <ul style="list-style-type: none"> <li>At all levels, EL students (beginning through advanced proficiency levels) will use district-adopted ELD program materials aligned to the EL program scope and sequence.</li> <li>At the secondary level, the district will purchase updated SBE and District approved ELD materials to support the effective components of ELD instruction.</li> </ul>	<p>January 2010 – June 2011</p> <p>January 2010 – June 2011</p>		<p>*IMFRP &amp; Lottery (new allocation) \$160,000</p>	<p>agendas</p> <p>*Collaborative Team Meeting agendas, coaching meeting log</p> <p>*Purchase Orders and inventories</p>
<p><b>3. Describe scientifically based research strategies to improve academic achievement in reading/language arts (R/LA).</b> (AMAO 3; ELSSA)</p> <p><b>OBJECTIVE:</b> All EL students will have access to appropriate and comprehensive Reading/LA instruction. In addition, the district will develop and implement a clear and coherent intervention plan for underserved EL students in Reading/LA.</p> <p>(CUSD Strategic Plan Strategy 3.1)</p> <p><b>A. Provide quality Reading/LA instruction at all levels as specified in the ELA Framework for EL students.</b></p> <ul style="list-style-type: none"> <li>Reading/LA lessons will incorporate direct, explicit, and systematic instruction in reading and writing.</li> <li>At all levels all teachers will utilize SBE and district-adopted ELA materials, including ancillary materials for EL students (Elementary-Open Court: <i>English Learner Support Guide</i>; Secondary-<i>Keystone</i>).</li> <li>At the elementary level, ELA instruction for EL students will incorporate effective instructional practices and flexible group strategies to address the specific needs of EL students at their proficiency level.</li> <li>At the secondary level, ELA intervention for EL</li> </ul>	<p>The timeline for the bulleted points under section 3B are:</p> <p>Jan. 2010-June 2011</p>	<p>The personnel responsible for section 3A are:</p> <p>*District Educational Services</p> <p>*Principals</p> <p>*Teachers</p> <p>*ELD Advisors</p>	<p>Funding for section 3A will be from:</p> <p>General Fund Title III EIA stipend to ELD advisors</p>	<p>Evidence of progress in section 3A will be obtained from:</p> <p>Documentation including but not limited to:</p> <p>*Teacher lesson plans</p> <p>*Student work</p> <p>*Meeting agendas</p> <p>*SMART goals from collaborative</p>

<p>students will be included in an additional literacy elective English course to develop the literacy skills and abilities delineated in the ELA state standards and ELD standards.</p> <ul style="list-style-type: none"> <li>All teachers will collaborate with other grade level teachers to provide effective instruction and support for EL students and reclassified students in Reading/LA.</li> <li>Principals and teachers will participate in walk-throughs to ensure continuity of focus and integration of effective instructional strategies and effective use of SBE and district-adopted Reading/LA materials.</li> </ul> <p><b>B. Develop an implement an intervention plan to specifically address EL students performing at Below Basic and Far Below Basic on ELA-CSTs.</b> (CUSD Strategic Plan Objective 3.1.4)</p> <ul style="list-style-type: none"> <li>District will provide guidance, support, and monitoring in addressing the needs of EL students performing at <i>Below Basic</i> and <i>Far Below Basic</i> on ELA-CSTs.</li> <li>School sites will identify EL students and reclassified students who are performing at <i>Below Basic</i> and <i>Far Below Basic</i> and provide these students with appropriate Reading/LA intensive interventions.</li> <li>School sites will monitor EL students and reclassified students throughout the intervention phases to ensure student progress. Data will be monitored and maintained through district-wide database. (Aeries and Data Director)</li> </ul>	<p>The timeline for the bulleted points under section 3B are:</p> <p>Jan. 2010-June 2011</p>	<p>The personnel responsible for all bulleted points in section 3B are:</p> <ul style="list-style-type: none"> <li>*Principals</li> <li>*Teachers</li> <li>*Parents</li> <li>*District Ed. Services/ELD Dept.</li> </ul>	<p>Funding for section 3B will be from:</p> <p>General Fund Title I EIA</p>	<p>meetings *Meeting minutes *Communications between personnel</p> <p>Evidence of progress in section 3B will be obtained from:</p> <p>Documentation including but not limited to: *Data from universal screenings *Target student group lists</p>
<p><b>4. Describe scientifically based research strategies to improve academic achievement in mathematics.</b> (AMAO 3; ELSSA)</p> <p><b>OBJECTIVE:</b> <i>All EL students will have access to appropriate and comprehensive mathematics instruction.</i></p>				

<p><i>The district will develop and implement a clear and coherent intervention plan for underserved EL students in Mathematics.</i></p> <p><b>A. Provide quality mathematics instruction at all levels.</b> (CUSD Strategic Plan Objective 3.1.6)</p> <ul style="list-style-type: none"> <li>Mathematics lessons will incorporate direct, explicit, and systematic instruction in mathematical language and concepts.</li> <li>At all levels all teachers will utilize SBE and district-adopted mathematics materials, including ancillary materials for EL students (Elementary- <i>Pearson-EnvisionMath</i>; Secondary- <i>Holt (6,7, &amp; Algebra I)</i>, <i>Glencoe-Geometry, &amp; Prentice-Hall – Algebra II</i>).</li> <li>At the elementary level, mathematics instruction for EL students will incorporate language development opportunities and flexible group strategies to address the specific needs of EL students at their proficiency level.</li> <li>At the secondary level, mathematics instruction for EL students will be based on mathematical skills and abilities delineated in the state mathematics standards.</li> <li>All teachers will collaborate with other grade level teachers to provide effective instruction and support for EL students and reclassified students in mathematics.</li> <li>Principals and teachers will participate in walk-throughs to ensure continuity of focus and integration of effective instructional strategies and effective use of SBE and district-adopted mathematics materials.</li> </ul>	<p>The timeline for the bulleted points under section 4A are:</p> <p>Jan. 2010-June 2011</p>	<p>The personnel responsible for all bulleted points in section 4A are:</p> <ul style="list-style-type: none"> <li>*Principals</li> <li>*Teachers</li> <li>*District Ed. Services/ELD Dept.</li> <li>*ELD advisors</li> <li>*District Math TOSA</li> <li>*Substitutes</li> <li>Additional Assignment</li> </ul>	<p>Funding for section 4A will be from:</p> <p>*General Fund *Title III *ELA stipend to ELD advisors</p> <p>\$200,000</p>	<p>Evidence of progress in section 4A will be obtained from:</p> <p>Documentation including but not limited to:</p> <ul style="list-style-type: none"> <li>*Teacher lesson plans</li> <li>*Student work</li> <li>*Meeting agendas</li> <li>*SMART goals from collaborative meetings</li> <li>*Meeting minutes</li> <li>*Communications between personnel</li> </ul>
<p><b>B. Develop an implement an intervention plan to specifically address EL students performing at <i>Below Basic</i> and <i>Far Below Basic</i> on Mathematics-CSTs.</b></p>	<p>The timeline for the bulleted points under</p>	<p>The personnel responsible for all bulleted points in</p>	<p>Funding for section 4B will be from:</p>	<p>Evidence of progress in section 4B will be</p>

<p>(CUSD Strategic Plan Objective 3.1.4)</p> <ul style="list-style-type: none"> <li>District will provide guidance and support in addressing the needs of EL students performing at <i>Below Basic</i> and <i>Far Below Basic</i> on mathematics-CSTs.</li> <li>School sites will identify EL students and reclassified students who are performing at <i>Below Basic</i> and <i>Far Below Basic</i> and provide these students with appropriate intensive mathematics interventions.</li> <li>School sites will monitor EL students and reclassified students throughout the intervention phases to ensure student progress. Data will be monitored and maintained through district-wide database. (Aeries &amp; Data Director)</li> </ul>	<p>section 4B are:</p> <p>Jan. 2010-June 2011</p>	<p>section 4B are:</p> <ul style="list-style-type: none"> <li>*Principals</li> <li>*Teachers</li> <li>*Parents</li> <li>*District Ed. Services/ELD Dept.</li> <li>*District Math TOSA</li> </ul>	<p>*General Fund</p> <p>*Title III</p> <p>*EIA</p>	<p>obtained from:</p> <p>Documentation including but not limited to:</p> <ul style="list-style-type: none"> <li>*Data from universal screenings</li> <li>*Target student group lists</li> </ul>
<p><b>5. Describe scientifically based research professional development strategies and activities, including coordination efforts with other Elementary and Secondary Education Act (ESEA) programs. (ELSSA)</b></p> <p><b>OBJECTIVE:</b> <i>Coordinate district-wide professional development to focus on ELD instruction, integration of language objectives in content area instruction, and the development of academic language and literacy. Efforts will be supported through established professional learning communities at each school site and based on the needs of the EL students at the individual sites.</i></p> <p>(CUSD Strategic Plan Strategy 3.1)</p> <p><b>A. Provide high quality professional development for effective ELD instruction for elementary teachers of EL students and ELD teachers at the secondary level.</b></p> <ul style="list-style-type: none"> <li>The district will host professional development on ELD strategies to support the effective instruction for EL students.</li> <li>Principals will receive training and coaching.</li> <li>District resource teachers will provide additional</li> </ul>	<p>Fall 2010-June 2011</p>	<ul style="list-style-type: none"> <li>*Ed Division Staff</li> <li>*Model teachers</li> <li>*GLAD Key Trainer Team</li> <li>Consultant</li> </ul>	<ul style="list-style-type: none"> <li>*Title I</li> <li>*Title I ARRA</li> <li>*Title II</li> <li>*Title III</li> <li>*EIA</li> <li>\$90,000</li> </ul>	<p>*Evidence from principals</p>

<p>professional development opportunities and support through presentations, collaboration meetings, demonstrations, coaching, and teacher feedback.</p> <ul style="list-style-type: none"> <li>Principals will support professional development of ELD instruction and effective practices through collaborative time, formal/informal observations, and walk-throughs.</li> </ul> <p><b>B. Provide high quality professional development for content area teachers in academic language and literacy development in both ELA and mathematics and the inclusion of language objectives in content area instruction.</b> (CUSD Strategic Plan Objective 3.1.5)</p> <ul style="list-style-type: none"> <li>The district will sponsor teachers and principals in attending professional development workshops focused on academic language and literacy, especially in ELA and mathematics. (e.g. Dr. Beck Academic Language Development workshop, SDAIE Instruction in Mathematics, and SIOP professional development)</li> <li>District resource teachers will provide additional professional development opportunities and follow-up support through presentations, collaboration meetings, demonstrations, coaching, and feedback.</li> <li>Principals will support professional development on academic language and literacy through collaborative time, formal/informal observations, and walk-throughs.</li> </ul> <p><b>C. Continue professional development opportunities in Project GLAD and support curriculum units' development and sharing.</b> (CUSD Strategic Plan Objective 3.1.5)</p> <ul style="list-style-type: none"> <li>District Project GLAD Key Trainers will continue to provide professional development opportunities in Project GLAD (2-day Training and In-class Demonstrations).</li> </ul>	<p>The timeline for the bulleted points under sections 5B- 5D are:</p> <p>Jan. 2010-June 2011</p>	<p>The personnel responsible for all bulleted points in sections 5B-5D are:</p> <ul style="list-style-type: none"> <li>*Principals</li> <li>*Teachers</li> <li>*District Ed. Services/ELD Dept.</li> <li>*ELD advisors</li> <li>*GLAD trainers</li> </ul>	<p>Funding for sections 5B-5D will be from:</p> <ul style="list-style-type: none"> <li>*Title I ARRA</li> <li>*Title II</li> <li>*Title III</li> <li>*EIA stipend for ELD advisors \$200,000</li> </ul>	<p>Evidence of progress in sections 5B-5D will be obtained from:</p> <ul style="list-style-type: none"> <li>*Handouts from trainings</li> <li>*Training meeting agendas &amp; minutes</li> <li>*Collaboration meeting agendas</li> </ul>
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<ul style="list-style-type: none"> <li>• District Project GLAD Key Trainers will upload developed Project GLAD curriculum units to internal district website to support Project GLAD trained teachers and effective instructional practices in the classroom.</li> <li>• Project GLAD Key Trainers will provide additional support through follow-up opportunities, collaboration and unit planning sessions, demonstrations, coaching and feedback.</li> <li>• Principals will support professional development of SLOP instructional practices through professional learning communities, formal/informal observations, and walk-throughs.</li> </ul> <p><b>D. District will provide staff development on interventions in Reading/LA and mathematics.</b> (CUSD Strategic Plan Objective 3.1.4)</p> <ul style="list-style-type: none"> <li>• District will provide staff development of intervention model, procedures, and strategies in Reading/LA and mathematics with focus on EL students.</li> <li>• District ELD Administrator, ELD and Intervention resource teachers will support intervention model, procedures, and strategies through monthly ELD Advisor meetings, and individual school site meetings.</li> <li>• Principals and ELD Advisors will support intervention model, procedures and strategies and ensure they are implemented based on the needs of their EL students through professional learning communities, focus group meetings, informal/formal observations, and walk-throughs.</li> </ul>				
<p><b>6. Describe parental participation and outreach strategies to help parents become active participants in the education of their children, including coordination efforts with other ESEA programs.</b></p> <p><b>OBJECTIVE:</b> <i>Increase the level of participation of parents</i></p>				

<p>of EL students through communication efforts, support services, and topic-specific workshops based on needs assessments from ELAC parent meetings. The district will increase efforts to provide clear and timely communication about district procedures, goals, academic expectations, and accountability requirements. (CUSD Strategic Plan Objectives 1.1.2, 1.2.1, and 1.3.1)</p> <p><b>A. Provide clear and timely communication and collaboration with parents of EL students through ELAC, PTA, and DELAC meetings.</b></p> <ul style="list-style-type: none"> <li>• Provide information regarding upcoming meetings through the district Connect Ed message system, public meeting postings, and flyers home.</li> <li>• Provide translation for meetings in Spanish when needed or requested.</li> <li>• Continue to provide parents opportunities to provide input and participate in decision-making opportunities in district and school initiatives, through invitations and ELAC/DELAC meetings.</li> </ul>	<p>The timeline for the bulleted points under section 6A are:</p> <p>Jan. 2010-June 2011</p>	<p>The personnel responsible for all bulleted points in section 6A are:</p> <ul style="list-style-type: none"> <li>*Principals</li> <li>*Teachers</li> <li>*District Ed. Services/ELD Dept.</li> <li>*ELD advisors</li> </ul>	<p>Funding for section 6A will be from:</p> <ul style="list-style-type: none"> <li>*Title I in-kind money</li> <li>*Title III</li> <li>*EIA</li> </ul>	<p>Evidence of progress in section 6A will be obtained from:</p> <ul style="list-style-type: none"> <li>*ELAC/DELAC meeting agendas</li> <li>*Connect Ed messaging receipts</li> <li>*Personnel calendars that show meetings for translations/interpretations</li> </ul>
<p><b>B. Provide topic-specific workshops based on the needs assessment results from ELAC/DELAC parent meetings.</b></p> <p>(CUSD Strategic Plan Objectives 1.1.2 and 2.2.2)</p> <ul style="list-style-type: none"> <li>• Provide information and workshops to inform parents regarding district procedures, goals, academic expectations, and accountability requirements.</li> <li>• Provide workshops (e.g. <i>10 Education Commandments</i>) to support parent education on the school system and how to help their students at home.</li> <li>• Collaborate with community organizations to support and provide additional workshops across the district (e.g. <i>Girl Power</i>).</li> </ul>	<p>The timeline for the bulleted points under section 6B are:</p> <p>Jan. 2010-June 2011</p>	<p>The personnel responsible for all bulleted points in section 6B are:</p> <ul style="list-style-type: none"> <li>*Principals</li> <li>*Teachers</li> <li>*District Ed. Services/ELD Dept.</li> <li>*ELD advisors</li> <li>*Family Resource Center</li> <li>*Community Alliance Network</li> </ul>	<p>Funding for section 6B will be from:</p> <ul style="list-style-type: none"> <li>*Title I in-kind money</li> <li>*Title III</li> <li>*EIA</li> <li>*Medi-cal grant</li> </ul>	<p>Evidence of progress in section 6B will be obtained from:</p> <ul style="list-style-type: none"> <li>*Connect Ed messaging receipts</li> <li>*Handouts from meetings</li> <li>*Agendas from meetings</li> <li>*Sign in sheets from meetings</li> </ul>
<p><b>C. Support schools sites in providing information and support to parents of EL students through continued collaboration with community resources.</b></p>	<p>The timeline for the bulleted points under</p>	<p>The personnel responsible for all bulleted points in</p>	<p>Funding for section 6C will be from:</p>	<p>Evidence of progress in</p>

<p>(CUSD Strategic Plan Objectives 1.1.1 and 1.1.2)</p> <ul style="list-style-type: none"> <li>• Train teachers, support staff, and principals on effective parent involvement strategies through ELD Advisor meetings, principal meetings, and collaboration meeting times at school sites.</li> <li>• Support school site-based Bilingual Community Liaisons and ELD Advisors in efforts to assist parents of EL students through bimonthly meetings and workshop events.</li> <li>• Support school sites with information and connections to community organizations and resources.</li> </ul>	<p>section 6C are:</p> <p>Jan. 2010-June 2011</p>	<p>section 6C are:</p> <p>*Principals *Teachers *District Ed. Services/ELD Dept. *ELD advisors *Bilingual Community Liaison</p>	<p>*Title III *EIA *Title 1 \$200,000 for Liaison cost</p>	<p>section 6C will be obtained from:</p> <p>*Agenda from meetings *Connect Ed messaging receipts *Flyers from community events for families</p>
<p><b>7. If applicable, identify any changes to the Title III Immigrant Education Program.</b></p>	<p>N/A</p>	<p>N/A</p>	<p>N/A</p>	<p>N/A</p>

**b. Title I Program Improvement Status Only: Include specific academic achievement and English Language Proficiency goals, targets and strategies for English Learners consistent with Goal 1 and Goal 2 of NCLB. (See Title III Accountability Report Information Guide available on the CDE Title III Accountability Web page at <http://www.cde.ca.gov/ta/tac/t3/index.asp>).**

Please describe those goals and targets.	Persons Involved/Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>N/A – Goal 1 and 2 were met.</p>	<p>N/A</p>	<p>N/A</p>	<p>N/A</p>	<p>N/A</p>

**7. Incorporate, as appropriate, activities before school, after school, during the summer, and during an extension of the school year.**

Please describe those activities and how the LEA will incorporate them.	Persons Involved/Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>(CUSD Strategic Plan Objectives 2.2.1 and 3.1.4) 1. Summer program will be offered at select Title 1 sites and to ESY students based on IEP's.</p>	<p>1/11-6/12 Title 1 Principals,</p>	<p>Additional Assignment</p>	<p>\$41/hr.</p>	<p>Title 1</p>

<p>2. Extended day activities will be provided to targeted students identified at select sites by CST performance and benchmark results based on the RTI model at select sites.</p> <p>3. Students will be provided flexible grouping based on ongoing need and benchmark results.</p> <p>4. Extended day curriculum may include the use of <i>Reading Counts</i>, <i>Accelerated Reader</i>, <i>Spotlight Online</i>, <i>Fast Math</i>, <i>Fraction Nation</i>, and <i>Soar To Success</i>.</p> <p>5. Investigate and evaluate research on the effectiveness of summer programs for EL's and at-risk students.</p>	Title 1 Teachers, Select ESY site staff	AA	\$41/hr.	Title 1, Title 1 ARRA, Site EIA
	Principals, Teachers, site administrators			
	1/11-6/12 Teachers	N/A	N/A	N/A
	1/11-6/12 Principals, Teachers	N/A	N/A	N/A
	1/11-6/11 Director, Curriculum and Instructional Support	N/A	N/A	N/A

**8. Include strategies to promote effective parental involvement in the school.**

Please describe parental involvement strategies and how the LEA will support them across the LEA.	Persons Involved/Timeline	Related Expenditures	Estimated Cost	Funding Source
1. Parents will be informed of how ELD is monitored through the ELAM (elementary), Keystone (secondary), and CELDT assessments.	ELD Advisors	AA for Advisors	\$35/hr.	EIA
2. Guest speakers, The Parent Notebooks, and Padres Promotores will be used as needed to teach parenting skills, understanding the standards, communication skills, how to help at home, decision making, and community involvement.	Bertini, Mission Hospital staff, Principals	Notebooks, Student Supervisors for childcare, refreshments	\$1,500	Title 1, EIA
3. The DELAC will continue to be a part of the development and approval process for the Master Plan for EL's, LEA Plan, and Addendum.	Bryant, DELAC members	N/A	N/A	N/A
4. A District-level Leadership Team comprised of administrators, teachers, and parents will be formed to	Yogi, Bryant, DLT Members	Refreshments	\$100	Title 1

analyze achievement and program data and advise on LEA Plan and Addendum.	Adult Education staff, School Readiness staff	CAFÉ Teachers, Learning Link and Even Start staff costs	\$600,000	CBET, Prop. 10, Even Start, Title 1, Title III
5. Parents are offered CAFÉ classes at select sites through Adult Education and Learning Link and Even Start through School Readiness to assist parents with improving their literacy skills and accessing district and community-based resources.	Adult Education staff	Adult Ed. teachers	\$29-\$32/hr.	Adult Ed.
6. Opportunities for parents to learn to use computers are offered through Adult Education.	School site staff, CUSD FRC staff	Parent center supplies, FRC Clerk, Counselors Printing	\$150,000	Title 1, Medi-Cal, McKinney-Vento IDEA
7. Parents are provided ongoing training and assistance in parental strategies through school site Parent Centers and the CUSD Family Resource Center.	Exec. Directors, Special Education, Admin. Parent Support Network 1/11-6/2015	N/A	N/A	N/A
8. Special Education Parent Handbook will be developed, distributed and available on-line.	Exec. Directors, Special Education, Webmaster 12/10-6/2015	N/A	N/A	N/A
9. Special Education Parent Website will be designed to provide parents with pertinent information.	Ed. Services 1/11-6/11	N/A	N/A	N/A
10. Share LEA Plan Addendum with parent groups including but not limited to DELAC, PTA, and parents of at-risk students.				

**LOCAL EDUCATIONAL AGENCY PROGRAM IMPROVEMENT PLAN  
ASSURANCE PAGE**

**Local Educational Agency (LEA) Plan Information:**

**Name of LEA:** Capistrano Unified School District

**County District Code:** 30-66464

**Date of Local Governing Board Approval:** January 11, 2011

**District Superintendent:** Dr. Joseph Farley

**Address:** 33122 Valle Road

**City:** San Juan Capistrano

**Zip Code:** 92675

**Phone:** (949) 234-9200

**FAX:** (949)

**E-mail:**

**Signatures:**

**On behalf of LEAs, participants included in the preparation of this Program Improvement LEA Plan Addendum:**

Joseph M. Farley, Ed.D.

Signature of Superintendent	Printed Name of Superintendent	Date
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Jack Brick

Signature of Board President	Printed Name of Board President	Date
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Amy Bryant, Ed.D.

Signature of Title III English Learner Coordinator/Director	Printed Name of Title III English Learner Coordinator/Director	Date
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*Please note that the Title III English Learner Coordinator/Director will only need to sign this Assurance if the LEA is identified for Title III Year 2 or Year 4 improvement status.*

By submission of the local board approved LEA Plan Addendum (in lieu of the original signature assurance page in hard copy), the LEA certifies that the plan has been locally adopted and original signed copies of the assurances are on file in the LEA. The certification reads:

**Certification:** *I hereby certify that all of the applicable state and federal rules and regulations will be observed by this LEA and that, to the best of my knowledge, information contained in this Plan is correct and complete. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained onsite. I certify that we accept all general and program specific assurances for Titles I, II, and/or III as appropriate, except for those for which a waiver has been obtained. A copy of all waivers will remain on file. I certify that actual ink signatures for this LEA Plan/Plan Addendum/Action Plan are on file, including signatures of any required external providers.*

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

TO: Joseph M. Farley, Superintendent

FROM: Julie Hatchel, Assistant Superintendent, Education

SUBJECT: **PROPOSED REVISIONS TO 2010-2011 SCHOOL CALENDAR**

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**BACKGROUND INFORMATION**

At its August 3, 2010, meeting, the Board of Trustees adopted the current calendar for the 2010-2011 school year (Exhibit A). On Monday, December 13, 2010, the Board of Trustees approved the reinstatement of two days of instruction into the 2010-2011 school calendar:

- Thursday, February 17, 2011
- Friday, May 27, 2011

The days were to be non-working furlough days for District employees, but were restored according to negotiated agreements with employee associations.

**CURRENT CONSIDERATIONS**

The attached calendar (Exhibit B) reflects the reinstatement of two days of instruction into the 2010-2011 school calendar. Changes result in 180 student instructional days and 182 teacher work days.

**FINANCIAL IMPLICATIONS**

Reinstatement of two days of instruction into the 2010-2011 school calendar will have a fiscal impact of \$2.8 million.

**STAFF RECOMMENDATION**

It is recommended the Board approve the proposed revisions to the 2010-2011 school calendar (Exhibit B).





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**SCHOOL CALENDAR 2010/2011**

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

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

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



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**PROPOSED FURLOUGH RESTORATION TO SCHOOL CALENDAR 2010/2011 – JANUARY 11, 2011**

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

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

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



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

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

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



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

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

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**BACKGROUND INFORMATION**

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

**CURRENT CONSIDERATIONS**

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

**FINANCIAL IMPLICATIONS**

The financial implications of the purchase orders and commercial warrants included in this item have previously been authorized as part of the District's budget approval process. The purchase orders (Exhibit A) total \$1,991,807.90; the commercial warrants (Exhibit B) total \$8,192,270.50.

**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.....JANUARY 11, 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
4888	89	BONDLOGISTIX LLC	Serv&Op /Fac Acq /Dstrctwd	9,000.00
4889	91	BONDLOGISTIX LLC	Serv&Op /Fac Acq /Dstrctwd	2,250.00
4890		VOID	VOID	0.00
4891	87	STRADLING YOCCA CARLSON	Legal /Fac Acq /Dstrctwd	5,436.09
4892	87	EDENCO INC.	CnsMgFee/Fac Acq /CVHS	20,000.00
4893	87	WLC ARCHITECTS INC	BI:Arch /Fac Acq /CVHS	23,480.00
4894	87	WLC ARCHITECTS INC	BI:Arch /Fac Acq /CVHS	12,000.00
4895	87	D.R. MCNATTY & ASSOCIATES INC	Serv&Op /Fac Acq /CVHS	21,855.00
	98		Serv&Op /Fac Acq /SJHHS	7,285.00

7 Purchase Orders \$101,306.09

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

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

PO No.	Fund	Vendor	Description	Amount
302924	1	WAXIE	SpplsNonI/Sch Adm /Lgna Nig	42.41
302925	12	WESTED DRTTA ATTN DVD ORDER	InstMtIs/Instrctn/Dstrctwd	685.13
302926	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	288.19
302927	1	IBBS	K-8Textb/Instrctn/Dstrctwd	782.80
302928	1	BTSA - PUBLICATIONS	SpplsNonI/SupvAdmn/Dstrctwd	239.25
302929	1	ORANGE COUNTY REGISTER	Serv&Op /FacPlann/Dstrctwd	192.00
302930	12	MARTIN YALE INDUSTRIES	SpplsNonI/Sch Adm /Dstrctwd	12.03
302931		VOID	VOID	0.00
302932	1	SNAP-ON TOOLS CORP	InstMtIs/Instrctn/SCHS	3,361.40
302933	1	SNAP-ON TOOLS CORP	NonCapEq/Instrctn/SCHS	2,522.11
302934	1	BLU-WISE MGMT INC	SpplsNonI/SupvAdmn/SCHS	183.79
302935	1	ORANGE COUNTY DEPT OF EDUC	SpplsNonI/PuplTest/Dstrctwd	15.88
302936	1	YMCA OF ORANGE COUNTY	Subagrmt/Sch Adm /RH Dana	26,600.00
302937	1	SCHOLASTIC	InstMtIs/Instrctn/Don Juan	1,554.00
302938	1	ELIZABETH JIMENEZ DBA GEMAS	CnsltNon/SupvAdmn/Dstrctwd	36,000.00
			CnsltNon/PrntPart/Dstrctwd	9,000.00
302939	1	FASTENATION	SpplsNonI/SupvAdmn/Dstrctwd	120.93
302940	1	IDEAS PPC INC	InstMtIs/SEOthIns/Dstrctwd	1,359.38
302941	1	JUST ASK PUBLICATIONS	SpplsNonI/SupvAdmn/Dstrctwd	44.01
302942	1	PEARSON AGS GLOBE	SpplsNonI/SupvAdmn/Dstrctwd	68.08
302943	1	ATLAS PEN & PENCIL CORP	InstMtIs/Instrctn/Bergeson	96.02
302944	1	NATIONAL GEOGRAPHIC WORLD	InstMtIs/SEOthIns/Dstrctwd	19.00
302945	1	WARDS NATURAL SCIENCE	InstMtIs/Instrctn/CVHS	451.01
302946	1	BIO RAD LABORATORIES	InstMtIs/Instrctn/SCHS	103.79
302947	1	BIO RAD LABORATORIES	InstMtIs/Instrctn/CVHS	103.79
302948	1	NASCO WEST	InstMtIs/Instrctn/ANHS	500.00
302949	1	SOCCER MASTER TEAM DEPT	InstMtIs/CurAthlt/SCHS	2,162.55
302950	1	ALLIANCE	Rnt&Repr/CurAthlt/SCHS	80.00
302951	1	NORAM INTERNATIONAL CORP	InstMtIs/CurAthlt/SCHS	347.57
302952	1	SCOE PRIVATE SCHOOLS	Serv&Op /Instrctn/St Edwr	375.00
302953	1	STAPLES ADVANTAGE	SpplsNonI/SupvAdmn/Dstrctwd	164.54
302954	68	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	85.91
302955	1	STAPLES ADVANTAGE	InstMtIs/Instrctn/SCHS	59.16
302956	1	SOUTHWEST SCHOOL SUPPLY	InstMtIs/RSPInstr/Barcelon	17.23
302957	68	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	243.60
302958	68	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	572.85
302959	1	WALSH, CRAIG	Serv&Op /Instrctn/St Edwr	322.50
302960	1	DICK'S SPORTING GOODS	InstMtIs/CurAthlt/CVHS	1,000.24
302961	1	CAMCOR INC	InstMtIs/Instrctn/MFMS	326.22
302962	1	SUPER DUPER INC.	InstMtIs/SDCInstr/Crn Vlly	130.00
302963	1	SOUTHPAW ENTERPRISES INC	SpplsNonI/HlthServ/Dstrctwd	246.81
302964	1	B & H PHOTOGRAPHY	InstMtIs/Instrctn/SCHS	4,383.66
302965	1	CAMCOR INC	InstMtIs/Instrctn/SCHS	558.86
302966	1	B & H PHOTOGRAPHY	InstMtIs/Instrctn/SCHS	677.60
302967	1	SNAP-ON TOOLS CORP	NonCapEq/Instrctn/SCHS	1,608.63

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

PO No.	Fund	Vendor	Description	Amount
302968	1	PEARSON ASSESSMENTS	SpplsNonI/HlthServ/Dstrctwd	1,929.40
302969	1	CAMBIUM LEARNING TECHNOLOGIES	InstMtls/SE0thIns/Dstrctwd	1,710.00
302970	1	COMAN, STEVAN AND LAUREN	Serv&Op /Aid:Inst/Dstrctwd	17,554.34
302971	1	ALPINE ACADEMY	Residtl /NPS /Dstrctwd	466.40
302972		VOID	VOID	0.00
302973	1	LEISURE CARE NURSES REGISTRY	NPA /NPA Hlth/Dstrctwd	9,443.20
302974	1	JOY FOR KIDS PHYS THERAPY INC	NPA /NPA Hlth/Dstrctwd	2,000.00
302975	1	MNJ TECHNOLOGIES DIRECT INC	SpplsNonI/TIS /Dstrctwd	1,653.27
302976	1	PSC ENVIRONMENTAL SERVICES	Serv&Op /Saf&Trng/Dstrctwd	872.34
302977	1	GOODWILL IND OF O C	Serv&Op /GuidCnsl/Dstrctwd	120.00
302978	1	CALIFORNIA WEEKLY EXPLORER INC	FieldTrp/Instrctn/OsoGrand	1,545.00
302979	1	ABILITATIONS	SpplsNonI/HlthServ/Dstrctwd	53.05
302980	1	EDUCATION WEEK	SpplsNonI/Supt /Dstrctwd	39.00
302981	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/SCHS	702.31
302982	1	PIERSON, CHRISTOPHER	Residtl /NPS /Dstrctwd	2,596.68
302983	1	HYLTON, DAWN	Residtl /NPS /Dstrctwd	2,100.00
302984	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	16,216.00
302985	1	SPEECH PATHOLOGY ASSOCIATES	NPA /NPA /Dstrctwd	480.00
302986	1	YELLOWSTONE BOYS & GIRLS RANCH	Residtl /NPS /Dstrctwd	15,621.50
302987	1	FOLLETT LIBRARY RESOURCES	InstMtls/Instrctn/CVHS	1,500.00
302988	1	FOLLETT LIBRARY RESOURCES	InstMtls/Instrctn/RH Dana	1,500.00
302989	1	PSYCHOLOGICAL ASSESSMENT RES	SpplsNonI/PsychSer/Dstrctwd	1,638.75
302990	1	PSYCHOLOGICAL ASSESSMENT RES	SpplsNonI/PsychSer/Dstrctwd	534.38
302991	1	LINGUI SYSTEMS INC	InstMtls/SE0thIns/Dstrctwd	167.09
302992	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Instrctn/RH Dana	500.00
302993		VOID	VOID	0.00
302994	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/RSPInstr/HankeyMS	337.50
302995	68	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	286.43
302996	1	TROXELL COMMUNICATIONS INC	InstMtls/Instrctn/Benedict	1,622.55
302997	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/RSPInstr/LFMS	675.00
302998	1	UNICOM	SpplsNonI/SupvAdmn/Dstrctwd	3,742.51
302999	11	REMOTE LEARNER.NET	Serv&Op /Instrctn/Dstrctwd	895.00
303000	1	APPLE COMPUTER/AFS ED FINANCE	Debt Ser/Dbt Serv/VDMMS	18,217.41
			Debt-Int/Dbt Serv/VDMMS	570.73
303001	1	SONOMA COUNTY OFFICE OF EDUC	SpplsNonI/SupvAdmn/Dstrctwd	237.50
303002		VOID	VOID	0.00
303003	1	AARDVARK CLAY	InstMtls/Instrctn/CVHS	700.00
303004	1	PEARSON LEARNING	InstMtls/Instrctn/Wood Cyn	141.17
303005	1	PEARSON ASSESSMENTS	InstMtls/SE0thIns/Dstrctwd	1,848.44
303006	1	BROOKES PUBLISHING CO, PAUL H	InstMtls/SE0thIns/Dstrctwd	49.94
303007	1	IMAGE 2000	SpplsNonI/Sch Adm /OsoGrand	425.94
303008	1	IMAGE 2000	SpplsNonI/Sch Adm /Las Palm	328.06
303009	1	IMAGE 2000	InstMtls/Instrctn/Dstrctwd	250.46
303010	1	JIST WORKS INC	InstMtls/SE0thIns/Dstrctwd	383.96
303011	1	MARKERBOARD PEOPLE	InstMtls/Instrctn/CVHS	69.76
303012	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	124.90
303013	1	CULVER-NEWLIN INC	InstMtls/Instrctn/FNMS	836.73
303014	1	PRO PHOTO CONNECTION INC	InstMtls/Instrctn/SCHS	574.96
303015	1	MODEL ME KIDS	InstMtls/SE0thIns/Dstrctwd	264.15
303016	1	SCHOOL SPECIALTY	SpplsNonI/Sch Adm /Malcom	348.77

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

PO No.	Fund	Vendor	Description	Amount
303017	1	LAKESHORE LEARNING MATERIALS	InstMtls/SE0thIns/Dstrctwd	265.76
303018	1	COMMUNICATIONS USA	SpplsNonI/Sch Adm /NHMS	326.25
303019	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	329.08
303020	1	SADDLEBACK COMMUNITY CHURCH	Rnt&Repr/Instrctn/Dstrctwd	3,865.00
303021	1	SELECT EQUIPMENT SALES INC	Rntl:Oth/Warehse /Dstrctwd	6,500.00
303022	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	32.03
303023	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	221.31
303024	1	TARGET SPECIALTY PROD	St Rcpts/Undesig /Dstrctwd	176.83
303025	1	EVERYTHING MEDICAL	St Rcpts/Undesig /Dstrctwd	285.49
303026	1	CAPO VALLEY WATER DIST	Op&Hskpg/Opr:Util/Dstrctwd	150,000.00
303027	1	WATERLINES TECHNOLOGIES INC	SpplsNonI/RR:Bldgs/Dstrctwd	50,000.00
303028	70	ASCIP	Serv&Op /Enterprs/Dstrctwd	8,115.06
303029	69	TRI-AD	Serv&Op /Enterprs/Dstrctwd	250.00
303030	1	COUNTY OF ORANGE	Serv&Op /HlthServ/Dstrctwd	50.00
303031	1	ETS - CAHSEE	Serv&Op /PuplTest/Dstrctwd	27,787.80
303032		VOID	VOID	0.00
303033	40	CUSD-COP FUND 91	TrOutOth/IntrAgnc/Dstrctwd	775,804.50
303034	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	3,551.69
303035	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	2,593.30
303036	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	3,551.69
303037	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	1,599.44
303038	1	REMEDIA PUBLICATIONS	InstMtls/RSPInstr/Lgna Nig	64.31
303039	1	NASCO WEST	InstMtls/Instrctn/SMS	443.24
303040	1	CARSON-DELLOSA PUBLISHING	InstMtls/RSPInstr/Lgna Nig	61.06
303041		VOID	VOID	0.00
303042	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Bergeson	794.00
303043	1	AWARDS 'N MORE	SpplsNonI/Supt /Dstrctwd	113.10
303044	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/Bus/Fisc/Dstrctwd	175.00
303045	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/Bus/Fisc/Dstrctwd	175.00
			CnfrNonI/SuppSvcs/Dstrctwd	175.00
303046	1	COUNTY OF ORANGE/HERITAGE HILL	FieldTrp/Instrctn/Marblehd	120.00
303047	1	COUNTY OF ORANGE/HERITAGE HILL	FieldTrp/Instrctn/Marblehd	120.00
303048	1	AUTO SHOP EQUIP CO INC	Rnt&Repr/Instrctn/SCHS	5,721.29
303049	1	PRETEND CITY CHILDREN'S MUSEUM	FieldTrp/Instrctn/Marblehd	630.00
303050	1	LEARNING FOR LIFE	Serv&Op /SE0thIns/Dstrctwd	200.00
303051	1	CENTER FOR DRUG-FREE	CnfrNonI/GuidCnsl/Dstrctwd	99.00
303052	1	ORANGE COUNTY ACADEMIC DECA	Conf:Ins/Instrctn/LFMS	30.00
303053	1	CURRICULUM ASSOCIATES	InstMtls/Instrctn/ArroyoMS	1,309.05
303054	13	CAL-TROPIC PRODUCERS INC.	Food Dry/FoodServ/Dstrctwd	2,000.00
303055	1	BOWIE ARNESON WILES &	Legal /FacPlann/Dstrctwd	10,000.00
303056		VOID	VOID	0.00
303057	1	BREAKTHROUGH COACH	SpplsNonI/Prsnl:HR/Dstrctwd	170.00
303058	1	JM MCKINNEY COMPANY	SpplsNonI/RR:Bldgs/Dstrctwd	581.21
303059	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Reilly	3,028.20
303060	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/Reilly	842.81
303061	1	GLEN PRODUCTS	Rntl:Oth/RR:Bldgs/Dstrctwd	7,000.00
303062	14	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Dstrctwd	50,000.00
303063	1	DUNN-EDWARDS CORP	SpplsNonI/RR:Bldgs/Dstrctwd	10,000.00
303064	1	CAPISTRANO GOLF CARS	Rntl:Oth/Op:Grnds/Dstrctwd	5,000.00
303065	1	HASLER INC.	Rntl:Oth/Warehse /Dstrctwd	1,159.83

EXHIBIT A  
(4 of 9)

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

PO No.	Fund	Vendor	Description	Amount
303066	1	FILM OUT PUT	Serv&Op /Grph Art/Dstrctwd	176.18
303067	1	PACTRONICS	SpplsNonI/Sch Adm /Marblehd	223.36
303068	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/Marblehd	896.10
303069	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/NHMS	448.05
303070	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Sch Adm /Castille	544.84
303071	1	GENERAL BINDING CORP	InstMtls/SE0thIns/Dstrctwd	50.32
303072		VOID	VOID	0.00
303073	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Bergeson	896.10
303074	1	APPLE COMPUTER INC	NonCapEq/Instrctn/LF Elem	2,835.40
303075	1	APPLE COMPUTER INC	NonCapEq/Instrctn/LF Elem	2,835.40
303076	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Bus/Fisc/Dstrctwd	200.00
303077	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/RSPInstr/Hankey	225.00
303078	14	PAUL C MILLER CONSTRUCTION CO	Rntl:Oth/RR:Bldgs/DHHS	28,961.21
303079	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Kinoshta	54.81
303080	1	SCANTRON	InstMtls/Instrctn/Las Palm	110.84
303081	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/Castille	2,769.86
303082		VOID	VOID	0.00
303083	1	SOUND PROJECTIONS	SpplsNonI/Sch Adm /Las Palm	296.66
303084	1	OFFICE DEPOT	SpplsNonI/SupvAdmn/Dstrctwd	73.34
303085	1	TROXELL COMMUNICATIONS INC	InstMtls/Instrctn/DHHS	155.51
303086	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/NHMS	923.29
303087	1	HEADSETS.COM	SpplsNonI/TIS /Dstrctwd	300.38
303088	1	APPLE COMPUTER INC	NonCapEq/TIS /Dstrctwd	2,200.54
303089	1	ULTIMATE LEARNING SUCCESS	CnsltIns/Instrctn/Dstrctwd	10,360.20
303090	1	SCANTRON	InstMtls/Instrctn/BAMS	25.80
303091	1	B & H PHOTOGRAPHY	SpplsNonI/Sch Adm /CanVistE	135.88
303092	1	CAMCOR INC	InstMtls/Instrctn/SCHS	190.17
303093	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Chaparal	1,000.00
303094	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Crn Vlly	1,000.00
303095	1	B & H PHOTOGRAPHY	NonCapEq/Instrctn/ANHS	705.79
			InstMtls/Instrctn/ANHS	776.93
303096	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/RSPInstr/Del Obis	56.57
303097	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/DHHS	217.49
303098	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/SCHS	205.54
303099	1	BACH CO	InstMtls/Instrctn/SJHHS	397.50
303100	1	HOUSE OF BATTERIES	SpplsNonI/TIS /Dstrctwd	371.05
303101	1	SANTILLANA PUBL CO	InstMtls/Instrctn/Palisade	1,100.00
303102	1	INTELLITOOLS INC	InstMtls/SE0thIns/Dstrctwd	803.00
303103	1	APPLIED HUMAN FACTORS	InstMtls/SE0thIns/Dstrctwd	173.13
303104	1	APPLE COMPUTER INC	InstMtls/SE0thIns/Dstrctwd	75.04
303105	1	DELL COMPUTER	NonCapEq/Enterprs/FNMS	2,243.68
303106	1	DELL COMPUTER	Serv&Op /Grph Art/Dstrctwd	87.57
303107	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	3,485.16
303108	1	DELL COMPUTER	NonCapEq/Instrctn/Wood Cyn	2,943.93
303109	1	DELL COMPUTER	SpplsNonI/Sch Adm /Ambuehl	927.77
303110	1	DELL COMPUTER	InstMtls/Instrctn/ANHS	165.12
303111	1	DELL COMPUTER	InstMtls/Instrctn/NHMS	41.28
303112	1	DELL COMPUTER	SpplsNonI/SupvAdmn/Dstrctwd	306.00
303113		VOID	VOID	0.00
303114	1	DELL COMPUTER	NonCapEq/Instrctn/Lobo	10,098.87

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

PO No.	Fund	Vendor	Description	Amount
303115	1	LIFETIME MEMORY PRODUCTS INC	SpplsNonI/Sch Adm /LFMS	47.85
303116	1	CDWG Inc	InstMtls/Instrctn/LRMS	59.23
303117	1	ORANGE COUNTY DEPT OF EDUC	Serv&Op /Instrctn/SVCS	1,000.00
303118	13	APRONS GALORE PLUS	OpSupp /FoodServ/Dstrctwd	832.13
303119	1	ORANGE COUNTY MONSTER CARTS	Rntl:Oth/Sch Adm /ANHS	461.02
303120		VOID	VOID	0.00
303121	1	ORANGE COUNTY MONSTER CARTS	SpplsNonI/Sch Adm /ANHS	992.83
303122	1	ATG REHAB	SpplsNonI/HlthServ/Dstrctwd	465.23
303123	1	PITNEY BOWES/PRESORT SERVICES	Cmmnctns/Warehse /Dstrctwd	2,600.00
303124	1	APPLE COMPUTER INC	InstMtls/Instrctn/Dstrctwd	5,243.69
303125	1	FILM OUT PUT	Serv&Op /Grph Art/Dstrctwd	36.00
303126	1	APPLE COMPUTER INC	InstMtls/Instrctn/ANHS	1,300.65
303127	1	APPLE COMPUTER INC	InstMtls/SDCInstr/AVMS	249.04
303128	1	APPLE COMPUTER INC	InstMtls/Instrctn/LRMS	3,665.69
303129	1	APPLE COMPUTER INC	InstMtls/Instrctn/LadraElm	126.15
303130	1	APPLE COMPUTER INC	InstMtls/Instrctn/SMS	542.66
303131	1	WALTERS WHOLESALE ELECTRIC CO.	SpplsNonI/RR:Bldgs/Dstrctwd	25,000.00
303132	1	BOUND TO STAY BOUND BKS	InstMtls/Instrctn/San Juan	200.00
303133	1	KAKUDA, BARBARA L.AND DEAN	Serv&Op /SEOthIns/Dstrctwd	4,800.00
303134	1	DAVE BANG ASSOCIATES	NonCapEq/RR:Bldgs/Wagon Wh	1,326.55
303135	1	GLEN PRODUCTS	NonCapEq/RR:Bldgs/ArroyoEl	2,857.95
303136	1	MONTGOMERY HARDWARE COMPANY	NonCapEq/RR:Bldgs/Tesoro	5,575.00
303137	1	ESTRELLITA PUBL	InstMtls/Instrctn/Viejo	1,125.56
303138		VOID	VOID	0.00
303139	1	APPLE COMPUTER INC	NonCapEq/Instrctn/ANHS	5,037.90
303140	1	DELL COMPUTER	NonCapEq/Libr&Med/Don Juan	989.02
303141	1	DELL COMPUTER	NonCapEq/Instrctn/Tijeras	1,180.81
303142	1	DONNA O'NEIL LAND CONSERVANCY	Serv&Op /Instrctn/Don Juan	200.00
303143	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/SCHS	767.33
303144	1	JOSTENS	InstMtls/Instrctn/ANHS	2,645.22
303145	1	LIVE FREE APPAREL	InstMtls/CurAthlt/CVHS	1,011.34
303146	1	GOPHER ATHLETIC	InstMtls/Instrctn/CVHS	502.79
303147	1	SAN DIEGO CO DEPT OF ED	CnfrNonI/SupvAdmn/Dstrctwd	600.00
303148	1	DELLING, RANDALL	Serv&Op /SupvAdmn/CVHS	319.00
303149	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Wagon Wh	3,750.00
303150	1	GOPHER ATHLETIC	SpplsNonI/Sch Adm /Wood Cyn	256.82
303151	1	NASCO WEST	InstMtls/Instrctn/CanViste	226.09
303152	1	US GAMES	InstMtls/Instrctn/OsoGrand	475.74
303153	1	US GAMES	InstMtls/Instrctn/OsoGrand	852.14
303154	1	LRP PUBLICATIONS	SpplsNonI/PsychSer/Dstrctwd	59.82
303155	1	GENERAL BINDING CORP	St Rcpts/Undesig /Dstrctwd	1,794.38
303156	1	CSBA	CnfrNonI/Board /Dstrctwd	765.00
303157	1	NATIONWIDE FIRE PROTECTION	Rntl:Oth/RR:Bldgs/Dstrctwd	3,400.00
303158		VOID	VOID	0.00
303159	1	WORLD OF AWNINGS & CANOPIES	NonCapEq/RR:Bldgs/DJAMS	3,700.00
303160	12	SMART & FINAL IRIS #399	InstMtls/Instrctn/Dstrctwd	200.00
303161	1	JOSTENS	SpplsNonI/Sch Adm /SJHHS	4,500.00
303162	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Del Obis	10,381.22
303163	1	RANCHO SANTIAGO COLLEGE	FieldTrp/Instrctn/Bathgate	600.00
303164	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Castille	21,130.30

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

PO No.	Fund	Vendor	Description	Amount
303165	1	CENTER FOR DRUG-FREE	CnfrNonI/GuidCnsl/Dstrctwd	99.00
303166	1	NATIONWIDE FIRE PROTECTION	Rntl:Oth/RR:Bldgs/Dstrctwd	6,000.00
303167	1	SPRINT/NEXTEL COMMUNICATIONS	SpplsNonI/RR:Bldgs/Dstrctwd	107.97
303168	1	BREAKTHROUGH COACH	CnfrNonI/Sch Adm /Dstrctwd	1,575.00
303169	1	BREAKTHROUGH COACH	CnfrNonI/Sch Adm /Dstrctwd	525.00
303170	1	BREAKTHROUGH COACH	CnfrNonI/Sch Adm /Dstrctwd	525.00
303171	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/SCHS	532.62
303172	1	CA PARENT CENTER/SDSU	CnfrNonI/GuidCnsl/Viejo	325.00
303173	1	SNAP-ON TOOLS CORP	Serv&Op /Instrctn/SCHS	355.00
303174	1	ORANGE COUNTY DEPT OF EDUCAT	Serv&Op /Instrctn/St Edwr	1,540.00
303175	1	COMMERCIAL FENCE & IRON WORKS	Rntl:Oth/RR:Bldgs/Oak Grv	4,565.00
303176	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/San Juan	1,500.00
303177	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/DJAMS	4,627.50
303178	13	NETWORK HARDWARE RESALE	Compstr /FoodServ/ANHS	1,922.22
303179	1	MCGRAW-HILL	K-8Textb/Instrctn/Dstrctwd	935.55
303180	1	MCGRAW-HILL	K-8Textb/Instrctn/Dstrctwd	236.12
303181	1	MCGRAW-HILL	K-8Textb/Instrctn/Dstrctwd	59.03
303182	1	MCGRAW-HILL	K-8Textb/Instrctn/Dstrctwd	59.03
303183	1	SCOTT FORESMAN	InstMtls/Instrctn/San Juan	818.89
303184	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Crn Vlly	4,449.10
303185	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/VDMMS	2,959.00
303186	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/Concordi	5,898.00
303187		VOID	VOID	0.00
303188	1	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/Oak Grv	2,680.19
303189	1	GEIGER	SpplsNonI/Sch Adm /Tijeras	1,075.00
303190	1	CAPISTRANO CRANE SERVICE	Rntl:Oth/RR:Bldgs/Dstrctwd	2,000.00
303191	1	PHONAK INC	SpplsNonI/HlthServ/Dstrctwd	128.75
303192	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Bergeson	13,185.00
303193		VOID	VOID	0.00
303194	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Bergeson	12,263.45
303195		VOID	VOID	0.00
303196	1	PHONAK INC	SpplsNonI/HlthServ/Dstrctwd	237.50
303197	1	SPEECH PATHOLOGY ASSOCIATES	NPA /NPA /Dstrctwd	360.00
303198	1	SAN DIEGO CTY SUPERINTENDENT	CnfrNonI/SupvAdmn/Dstrctwd	600.00
303199	1	PHONAK INC	SpplsNonI/HlthServ/Dstrctwd	295.79
303200	1	UNIVERSITY OF OREGON/SWIS	InstMtls/Instrctn/Marblehd	250.00
303201	1	RENAISSANCE LEARNING INC	InstMtls/SEOthIns/Dstrctwd	195.06
303202	1	DELL COMPUTER	NonCapEq/Instrctn/San Juan	6,963.36
303203	1	APPLE COMPUTER INC	InstMtls/Instrctn/SCHS	2,919.15
303204	1	PEARSON ASSESSMENTS	NonCapEq/HlthServ/Dstrctwd	944.56
303205	1	APPLE COMPUTER INC	NonCapEq/Enterprs/AVMS	5,118.45
303206	1	SUPER DUPER INC.	InstMtls/SEOthIns/Dstrctwd	259.56
303207	1	LINGUI SYSTEMS INC	SpplsNonI/Spch Aud/Dstrctwd	456.21
303208	1	RENAISSANCE LEARNING INC	InstMtls/SEOthIns/Dstrctwd	195.06
303209	1	RENAISSANCE LEARNING INC	InstMtls/SEOthIns/Dstrctwd	196.14
303210	1	RENAISSANCE LEARNING INC	InstMtls/SEOthIns/Dstrctwd	195.06
303211	1	PEARSON ASSESSMENTS	SpplsNonI/Spch Aud/Dstrctwd	299.25
303212	1	LAKESHORE	InstMtls/SDCInstr/Reilly	205.09
303213	11	AMERICAN COUNCIL ON EDUCATION	InstMtls/Instrctn/Dstrctwd	3,060.00
303214	1	HUMAN RELATIONS MEDIA	InstMtls/Enterprs/BAMS	166.20

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

PO No.	Fund	Vendor	Description	Amount
303215	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/SCHS	144.88
303216	1	FOLLETT EDUCATIONAL SERVICES	InstMtls/Instrctn/San Juan	172.80
303217	1	BACH CO	InstMtls/RSPInstr/Lgna Nig	60.56
303218	1	REALLY GOOD STUFF	InstMtls/Instrctn/Wood Cyn	136.28
303219	1	ATTAINMENT COMPANY	InstMtls/SE0thIns/Dstrctwd	101.79
303220	1	NORTH COAST MEDICAL	SpplsNonI/SupvAdmn/Dstrctwd	126.96
303221	1	BLAINE RAY WORKSHOPS	InstMtls/Instrctn/ANHS	142.50
303222	12	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Dstrctwd	1,500.00
303223	12	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/San Juan	257.06
303224	1	LAKESHORE LEARNING MATERIALS	InstMtls/SE0thIns/Dstrctwd	210.66
303225	1	CAMBIUM LEARNING SOPRIS WEST	InstMtls/Instrctn/Wood Cyn	3,144.03
303226	1	LAKESHORE LEARNING MATERIALS	InstMtls/RSPInstr/Lgna Nig	31.62
303227	1	ABILITATIONS	SpplsNonI/SupvAdmn/Dstrctwd	99.75
303228	1	ABILITATIONS	SpplsNonI/SupvAdmn/Dstrctwd	532.11
303229	1	LINGUI SYSTEMS INC	InstMtls/SE0thIns/Dstrctwd	143.39
303230	1	LINGUI SYSTEMS INC	InstMtls/SE0thIns/Dstrctwd	138.82
303231	1	SUPER DUPER INC.	SpplsNonI/Spch Aud/Dstrctwd	552.45
303232	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	201.95
303233	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	97.77
303234	1	DELL COMPUTER	InstMtls/Enterprs/ANHS	496.80
303235	1	LIFETIME MEMORY PRODUCTS INC	SpplsNonI/Sch Adm /BAMS	52.20
303236	1	APPLE COMPUTER INC	InstMtls/Instrctn/BAMS	108.75
303237	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/DHHS	156.32
303238	1	ESTRELLITA PUBL	InstMtls/Instrctn/San Juan	864.56
303239	1	SOLUTION TREE INC	SpplsNonI/SupvAdmn/Dstrctwd	42.57
303240	1	THERAPY SHOPPE	InstMtls/SE0thIns/Dstrctwd	35.08
303241	1	SCHOOL SPECIALTY	InstMtls/SE0thIns/Dstrctwd	2.22
303242	1	GOLDEN RULE BINDERY	K-12Text/Instrctn/MFMS	38.11
			K-12Text/Instrctn/VDMMS	38.11
303243	1	JANELLE PUBLICATIONS INC	InstMtls/SE0thIns/Dstrctwd	240.41
303244	1	PHONAK INC	SpplsNonI/HlthServ/Dstrctwd	58.94
303245	1	BLIND CHILDRENS LEARNING CTR	NPS /NPS /Dstrctwd	3,060.00
303246	1	DEMCO	SpplsNonI/Supt /Dstrctwd	46.44
303247	1	PEARSON CLINICAL ASSESSMENT	SpplsNonI/Spch Aud/Dstrctwd	718.60
303248	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/Concordi	5,898.00
303249	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Oak Grv	2,024.03
303250	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Malcom	10,708.95
303251	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	4,934.00
303252	14	PRIME PAINTING CONTRACTORS INC	Rntl:Oth/RR:Bldgs/Malcom	12,600.00
303253	1	TRANSPORTATION CHARTER SERVICE	Charter /DW Undst/Dstrctwd	75,000.00
303254	1	RENAISSANCE LEARNING INC	InstMtls/Instrctn/LF Elem	5,677.00
303255	1	BLU-WISE MGMT INC	SpplsNonI/Sch Adm /San Juan	440.44
303256		VOID	VOID	0.00
303257	1	DEPT OF GENERAL SERVICES	Serv&Op /Prsnl:HR/Dstrctwd	16,830.00
303258	1	SCHOLASTIC	Serv&Op /Instrctn/Viejo	800.00
303259	1	PC MALL GOV	Serv&Op /RR:Bldgs/Dstrctwd	110.36
			Serv&Op /SuppSvcs/Dstrctwd	110.38
303260	1	ZOHO CORP	Serv&Op /TIS /Dstrctwd	1,337.00
303261	1	DELL COMPUTER	InstMtls/SE0thIns/Dstrctwd	669.07
303262	1	APPLE COMPUTER INC	SpplsNonI/TIS /Dstrctwd	1,964.45



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

PO No.	Fund	Vendor	Description	Amount
303263	1	APPLE COMPUTER INC	SplsNonI/TIS /Dstrctwd	3,000.00
303264	1	PC MALL GOV	Serv&Op /Grph Art/Dstrctwd	320.15
303265	1	CAMCOR INC	InstMtls/Instrctn/RH Dana	21.74
303266	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Oak Grv	1,000.00
303267	1	VALIANT IMC	InstMtls/Instrctn/San Juan	772.89
303268	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/SCHS	607.91
303269	1	CALIFORNIA WESTERN VISUALS	InstMtls/Instrctn/SCHS	2,769.86
303270	1	HITT MARKING DEVICE	SplsNonI/Sch Adm /SMS	26.69
303271	1	STAPLES ADVANTAGE	InstMtls/Instrctn/SCHS	10.93
303272	1	DELL COMPUTER	NonCapEq/Enterprs/ANHS	5,804.12
303273	1	IBBS	K-8Textb/Instrctn/Dstrctwd	92.98
303274	1	MCGRAW-HILL	K-8Textb/Instrctn/Dstrctwd	279.27
303275	1	IBBS	K-8Textb/Instrctn/Dstrctwd	301.78
303276	11	PCI EDUCATIONAL PUBLISHING	InstMtls/Instrctn/Dstrctwd	6,738.91
303277	11	BUDGETEXT	InstMtls/Instrctn/Dstrctwd	1,468.34
303278	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Oak Grv	1,134.00
303279	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Del Obis	54.59
303280	1	ACCURATE AIR ENGINEERING	NonCapEq/RR:Bldgs/SCHS	12,354.00
303281	1	COMMERCIAL FENCE & IRON WORKS	Rntl:Oth/RR:Bldgs/Crn Vlly	2,430.00
303282	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /Lobo	65.09
303283	1	COMMERCIAL FENCE & IRON WORKS	Rntl:Oth/RR:Bldgs/San Juan	4,265.00
303284	1	CAMCOR INC	NonCapEq/Instrctn/LRMS	558.86
303285	1	CAMCOR INC	NonCapEq/Instrctn/Oak Grv	3,911.99
303286	1	SCHOOL SPACE SOLUTIONS	SplsNonI/Sch Adm /San Juan	369.61
303287	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Enterprs/SCHS	607.91
303288	1	VOIPLINK INC.	SplsNonI/TIS /Dstrctwd	69.43
303289	1	MOE, KENNETH L	InstMtls/Instrctn/SMS	509.58
303290	1	DYNAVOX SYSTEMS INC	NonCapEq/SEOthIns/Dstrctwd	2,054.76
303291	1	OCDE/MEDIA SERVICES	InstMtls/Instrctn/San Juan	344.25
303292	1	ACCURATE LABEL DESIGNS INC	SplsNonI/Sch Adm /Crn Vlly	84.99
303293	1	SPORT CHALET	InstMtls/Instrctn/Tesoro	1,195.11
303294	1	BREAKTHROUGH COACH	CnfrNonI/Sch Adm /Dstrctwd	525.00
303295	1	POSITIVE PROMOTIONS	InstMtls/Instrctn/Castille	214.39
303296	1	RENAISSANCE LEARNING INC	InstMtls/SEOthIns/Dstrctwd	353.72
303297		VOID	VOID	0.00
303298		VOID	VOID	0.00
303299	1	SPEECH PATHOLOGY ASSOCIATES	NPA /NPA /Dstrctwd	480.00
303300		VOID	VOID	0.00
303301	1	WINGARD, RICHARD AND LORENA	Legal /SupvAdmn/Dstrctwd	10,455.00
			Serv&Op /HlthServ/Dstrctwd	10,250.00
			Serv&Op /Spch Aud/Dstrctwd	5,000.00
303302	1	CATHEDRAL HOME FOR CHILDREN	Residtl /NPS /Dstrctwd	4,560.00
303303	1	CATHEDRAL HOME FOR CHILDREN	Residtl /NPS /Dstrctwd	2,280.00
303304	1	NASCO WEST	InstMtls/Instrctn/CVHS	26.99
303305	1	NASCO WEST	InstMtls/Instrctn/AVMS	227.85
303306	1	COUNTY OF ORANGE/HERITAGE HILL	FieldTrp/Instrctn/Tijeras	744.00
303307	1	PROQUEST INFORMATION AND	Serv&Op /Libr&Med/ANHS	1,586.00
303308		VOID	VOID	0.00
303309	1	AUGMENTATIVE COMMUNICATION	SplsNonI/HlthServ/Dstrctwd	30.44

365 Purchase Orders \$1,890,501.81



Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....01/11/2011

Warrant Number	Name of Payee	Reference Number	Amount
157394	ORANGE COUNTY TREASURER TAX	PO-302805	18,017.22
157395	DELL MARKETING L P	PO-300755	86.99
		PO-302008	780.41
		PO-302029	1,172.68
157396	EAGLE SOFTWARE	PO-302586	350.00
157397	ESCO EAR SERVICE CORP	PO-302822	119.00
		PO-302823	119.00
		PO-302824	119.00
		PO-302825	119.00
		PO-302826	180.00
157398	STUTZ ARTIANO SHINOFF & HOLTZ	PO-301913	2,211.00
157399	ALISO SOCCER CAMP	PV-011715	7,660.00
157400	CALIF EDUCATIONAL CENTERS INC.	PV-011714	1,446.90
157401	MAD SCIENCE	PV-011717	21,876.99
157402	VAN DAHLEN, JUDI	PV-011716	285.60
157403	CITY OF SAN CLEMENTE	PO-300466	16,909.48
157404	CITY OF SAN JUAN CAPISTRANO	PV-011718	1,370.29
157405	MOULTON NIGUEL WATER	PO-300465	9,464.21
157406	SAN DIEGO GAS & ELECTRIC	PO-300464	179,903.06
157407	SANTA MARGARITA WATER	PO-300463	4,147.20
157408	SO CAL GAS CO	PO-300274	10,105.13
157409	SO COAST WATER DIST	PO-300462	2,625.46
157410	SOUTHERN CALIFORNIA EDISON	PO-301282	47,053.05
157411	BARRETT, JANET S	PV-011631	120.00
157412	BROWN, SUSAN	PV-011632	53.00
157413	BRUNTON, MICHELLE	PV-011633	85.00
157414	BUTLER, SUSAN	PV-011634	90.00
157415	CUNNINGHAM, CHADWICK	PV-011635	115.50
157416	DARLING, MARTY	PV-011636	420.50
157417	ELLIS, SHAWNA	PV-011637	105.00
157418	EXWORTHY, MARK	PV-011638	361.00
157419	GELLER, DIANE	PV-011639	64.00
157420	GERLING, SUSAN	PV-011640	51.00
157421	GRAY, LISA	PV-011641	292.00
157422	HADDY, KATHY	PV-011642	13.50
157423	HARMAN, NANCY	PV-011643	161.00
157424	HARVEY, LAUREN	PV-011644	128.50
157425	HAYES, NATALIE	PV-011645	17.50
157426	HUYNH, TINA	PV-011646	173.50
157427	JACKSON, JENNIFER	PV-011647	191.00
157428	JONES, JOSEPH	PV-011658	101.50
157429	KAPLAN, PAUL M	PV-011648	45.50
157430	KELLMAN, KATHLEEN	PV-011649	91.00
157431	MARCUS, BRUCE	PV-011650	126.50
157432	MENDEL, LINDA	PV-011651	192.50

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....01/11/2011

Warrant Number	Name of Payee	Reference Number	Amount
157433	NOON, ANDREA	PV-011652	225.00
157434	PEREZ, RICHARD	PV-011654	139.50
157435	PEREZ, VIRGINIA	PV-011655	30.00
157436	PETERSON, DEBRA	PV-011653	117.50
157437	RILEY, JOLENE	PV-011657	198.00
157438	ROCHE, ANN	PV-011659	233.00
157439	STIRLING, ROBERT	PV-011660	117.50
157440	STOFFEL, DAVID E	PV-011661	53.50
157441	TABARI, LISA SEYEDI	PV-011662	164.00
157442	TAYLOR, JULIE	PV-011663	26.00
157443	THORNBURG, QUIN	PV-011664	96.00
157444	TUCKER, MARYANN	PV-011665	76.00
157445	VARGAS, DAVID	PV-011667	284.50
157446	WENTZEL, KORY	PV-011666	155.00
157447	WYNNE, LAUREN	PV-011668	74.50
157448	PEREZ, VIRGINIA	PV-011656	177.00
157449	ASPEN PUBLISHERS INC.	PO-301274	296.00
157450	AT&T	PO-300468	20.95
157451	COX COMMUNICATIONS	PO-301006	14,330.91
157452	EDUCATIONAL & COMMUNITY	PO-301400	250.00
157453	MARKERBOARD PEOPLE	PO-302391	187.00
157454	MCGRAW-HILL COMPANIES	PO-300197	961.83
157455	MNJ TECHNOLOGIES DIRECT INC	PO-302013	2,943.86
157456	MOORES MUFFLER SER, DOUG	PO-300710	89.82
		PO-302858	216.83
157457	NETWORK HARDWARE RESALE	PO-302550	10,367.92
157458	ORANGE COUNTY FIRE PROTECTION	PO-300982	390.00
157459	ORANGE COUNTY REGISTER	PO-302812	127.44
157460	ORANGE CTY TANK TESTING	PO-300993	3,784.34
157461	PARKHOUSE TIRE INC.	PO-300988	1,286.67
157462	PEARSON EDUCATION	PO-301082	3,723.76
		PO-301765	14,213.41
		PO-301820	1,320.06
		PO-301911	2,161.41
		PO-302113	1,729.13
		PO-302114	4,928.01
157463	PRAXAIR	PO-300702	30.96
157464	PRECISION TUNE AUTO CARE	PO-301000	124.19
157465	PREMIERE WATER SERVICES	PO-300381	1,025.00
157466	QUALITY TOWING	PO-301105	206.00
157467	RADIO SHACK	PO-300508	34.71
157468	RENAISSANCE LEARNING	PO-301137	22,817.52
157469	RINCON TRUCK PARTS	PO-301227	735.18
157470	SAN DIEGO CNTY OFFICE OF EDUC	PO-301220	7,992.00
157471	SCHAEFFER MFG	PO-301222	6,721.98

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....01/11/2011

Warrant Number	Name of Payee	Reference Number	Amount
157472	SCHOLASTIC INC	PO-302453	28.55
157473	SCHOOL SPACE SOLUTIONS	PO-301814	132.00
157474	SCOTT FORESMAN	PO-300624	12,430.90
		PO-300626	12,360.44
		PO-300628	6,624.19
		PO-300630	21,169.19
		PO-300634	12,120.84
		PO-300635	11,472.52
		PO-300638	9,696.68
		PO-300640	10,584.60
		PO-300642	16,320.84
		PO-300643	13,657.08
		PO-300644	9,696.68
		PO-300645	7,272.51
		PO-300650	17,857.10
		PO-300652	13,896.68
		PO-300653	9,936.27
		PO-300656	7,272.51
		PO-300657	16,320.84
		PO-301074	2,480.54
		PO-301260	808.01
		PO-301760	1,473.87
		PO-302082	914.40
		PO-302083	1,183.74
		PO-302676	4,296.71
157475	SEHI COMPUTER	PO-302055	1,245.86
157476	SELECT EQUIPMENT SALES INC	PV-011711	211.38
157477	SEPULVEDA BLDG MATERIALS	PO-302376	781.60
157478	SIMPLEX GRINNELL LP	PO-302124	7,194.52
157479	SMOG EXPRESS	PO-301102	147.40
157480	SO COAST DISTRIBUTING CO	PO-300399	156.27
157481	SPICERS PAPER CO	PO-300247	7,618.94
157482	SPORT CHALET	PO-300785	4,900.91
157483	ST4 LEARNING INC.	PO-300609	1,142.50
157484	STUDIO SIGNS INC.	PO-301794	348.00
157485	TIFCO INDUSTRIES	PO-301221	1,538.77
157486	TIME FOR KIDS	PO-300871	1,444.74
157487	TONY'S LOCKSMITH SERVICE	PO-300488	23.17
157488	TRUCPAR CO	PO-301225	1,177.16
157489	WESTERN ILLUMIN PLASTIC	PO-300496	229.60
157490	ZOO-PHONICS INC	PO-301728	1,061.63
157491	MACKIN LIBRARY MEDIA	PO-301278	9,937.44
157492	UNION BANK OF CALIFORNIA	PO-301671	9,715.40
157493	CAPISTRANO UNIFIED SCHOOL DIST	PO-300172	44,447.30
157494	CONNECTICUT GEN LIFE INS CO	PO-300173	14,154.45

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....01/11/2011

Warrant Number	Name of Payee	Reference Number	Amount
157495	CONNECTICUT GENERAL LIFE	PO-300170	31,182.22
157496	UNUM LIFE INSURANCE	PO-300166	9,336.60
157497	CORVEL CORPORATION	PO-300174	46,394.56
157498	ADAMSON, CORAL	PV-011669	165.50
157499	ARTINGER, TRACEY	PV-011670	66.50
157500	BEAUCHAINE, KIMBERLY	PV-011671	187.00
157501	BIRKINSHAW, SANDY	PV-011672	51.00
157502	BLITCH, KRISTA	PV-011673	222.50
157503	BRISTOW-SHANDRO, DREW	PV-011675	77.00
157504	BROWN, CYNTHIA	PV-011676	30.00
157505	BUTLER, SUSAN	PV-011674	90.00
157506	CARDIN, PATTI	PV-011677	163.50
157507	CAUDILL, AMANDA	PV-011678	436.00
157508	COPPOLA, LUCI	PV-011679	158.00
157509	DELFOSE, MICHAEL	PV-011680	70.00
157510	EATON, ANDREA	PV-011681	54.00
157511	FARRAND, MONA	PV-011682	101.50
157512	FRIEDLANDER, DOROTHY	PV-011683	340.00
157513	GARRISON, SANDRA L.	PV-011684	21.00
157514	GAST, LUCIBEL	PV-011685	27.00
157515	HAUN, BARBARA	PV-011686	111.50
157516	KOPELSON, KATHLEEN	PV-011687	142.50
157517	LUEHE, CHRISTOPHER	PV-011688	74.50
157518	MCCORMICK, LENORE	PV-011689	21.00
157519	MILLER, MARIE T.	PV-011690	204.50
157520	PANNING LA BATE	PV-011691	205.00
157521	PARKER, LAURA	PV-011692	50.00
157522	PRIMICIAS, MELISSA	PV-011693	94.00
157523	RODRIGUEZ, MICHELLE	PV-011694	147.00
157524	SCHOOLER, DEBORAH	PV-011696	251.50
157525	SHERRIE, LORRAINE	PV-011695	49.00
157526	SHUMATE, DAGMAR	PV-011697	238.50
157527	SOLTIS, PAMELA	PV-011698	79.00
157528	TUNULI, JESSICA	PV-011699	148.50
157529	WEIS-DAUGHERTY, DENISE	PV-011700	83.00
157530	BUCKMAN, JENNIFER	PV-011701	118.00
157531	ELLIOTT, CHRISHE	PV-011702	20.00
157532	HANAFORD, LAURA	PV-011703	23.50
157533	HOOPER, GWYNETH	PV-011704	16.00
157534	LUEHE, CHRISTOPHER	PV-011705	58.50
		PV-011706	38.50
157535	MAGWOOD, DONNA KATHERINE	PV-011707	28.50
157536	MANZOTTI, MARIA	PV-011708	24.00
157537	RICHARDS, GAIL	PV-011709	13.50
157538	SADDELEBACK COMMUNITY CHURCH	PV-011710	750.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....01/11/2011

Warrant Number	Name of Payee	Reference Number	Amount
157539	XEROX CORPORATION	PO-302330	116.09
157540	INTEGRATED BUSINESS SOLUTIONS	PO-301724	27.00
157541	ALL PRO SCHOOL SOUND	PO-302016	3,688.60
157542	BARRETT-ROBINSON INC	CL-001136	358.00
		CL-001449	1,375.69
157543	CALIFORNIA WESTERN VISUALS	CL-001335	2,104.16
157544	CINTAS	PO-300681	98.50
157545	CONSOLIDATED ELECTRICAL DIST	PO-302653	4,956.11
157546	CREATIVE CONTRACTORS CORP	CL-001342	1,800.00
157547	ENTERPRISE FLEET SERVICES	PO-300968	1,283.66
157548	GOV CONNECTION INC	CL-000068	119.63
		PO-300761	70.82
		PV-011712	0.70
157549	IMAGE 2000	PO-300060	234.15
		PO-300304	177.51
		PO-301855	1,061.94
157550	LAWNMOWERS ETC	PO-300452	22.93
157551	SPRINT/NEXTEL COMMUNICATIONS	CM-010056	100.00-
		PV-011713	3,788.57
157552	STAPLES ADVANTAGE	PO-300663	193.46
		PO-300720	252.79
		PO-302562	514.01
157553	WATERLINES TECHNOLOGIES INC	PO-300507	983.88
157554	STAPLES ADVANTAGE	PO-302092	286.43
157555	SAN DIEGO GAS & ELECTRIC	PO-300464	48,995.76
157556	SO CAL GAS CO	PO-300274	449.19
157557	SO COAST WATER DIST	PO-300462	6,361.38
157558	PLANNING CENTER, THE	PO-301115	3,783.89
157559	GARCIA, CASSANDRA	PV-011726	76.00
157560	HUCKABY, DEBORAH	PV-011724	20.00
157561	JIMENEZ, JERRY	PV-011723	27.75
157562	KHALAF, REEM	PV-011722	300.48
157563	LAGUNA NIGUEL CHAMBER OF	PV-011749	140.00
157564	MCREYNOLDS, TAYLOR	PV-011735	5.00
157565	MILLER, KATHERINE	PV-011736	94.00
157566	MILLER, STACI	PV-011737	10.00
157567	MINO, ALEX	PV-011738	5.00
157568	MINOOFAR, ALEX	PV-011739	77.00
157569	MOE, KENNETH L	PV-011729	221.79
157570	MOORE, HUNTER	PV-011734	62.00
157571	NCS PEARSON	PO-301743	729.81
157572	OLSON, GAIL	PV-011731	369.80
157573	PSYCHOLOGICAL ASSESSMENT RES	PO-302989	1,490.40
157574	RAULLI, CHRIS	PV-011741	28.00
157575	RETTINO, FOREST	PV-011742	78.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....01/11/2011

Warrant Number	Name of Payee	Reference Number	Amount
157576	SALIMPOUR, OMID	PV-011743	74.00
157577	SCOTT, CONNIE	PV-011725	8.95
157578	SICKLER, LAUREN	PV-011745	77.00
157579	STARKEY, MARIAH	PV-011746	71.00
157580	STEINAKER, SYNDEY	PV-011747	10.00
157581	TACHNEY, AUSTIN	PV-011744	78.00
157582	UNITED PARCEL SERV	PO-300244	6,000.00
157583	VICTORY PADDLE/SCHOOL PASSES	PO-301520	104.75
157584	WELLS, LYNSEA	PV-011748	74.00
157585	WENK, JAMES	PV-011727	149.00
		PV-011733	551.96
157586	YOGI, STACY	PV-011719	25.11
157587	ZALLAR, SUE	PV-011721	39.59
157588	DE NICOLA, BEVERLY	PV-011720	318.80
		PV-011728	29.16
157589	BRISTOW, JEFFREY	PV-011730	18.75
157590	CA OFFICE SYSTEMS INC	PO-300803	208.15
157591	CALIFORNIA WESTERN VISUALS	PO-301687	2,769.86
		PO-302236	3,693.15
		PO-302489	1,215.83
157592	CAMCOR INC	PO-302708	67.43
		PO-302761	325.17
157593	CCS PRESENTATION SYSTEMS INC	PO-302248	424.13
		PO-302470	424.13
157594	CINTAS CORP	PO-300320	202.67
		PO-301205	135.48
157595	CONSOLIDATED ELECTRICAL DIST	PO-302653	478.80
157596	CULVER-NEWLIN INC	PO-302189	194.66
157597	DEPT IND RELATION/SAFETY	PO-302655	450.00
157598	DIGITAL NETWORKS GROUP	PO-302430	583.70
157599	ELTEC REFRIGERATION	PO-302231	470.99
157600	IMAGE 2000	PO-300304	85.00
		PO-302014	494.02
		PO-302050	662.49
		PO-302423	308.85
		PO-302490	355.95
157601	JONES-CAMPBELL CO	PO-302210	10,341.04
157602	PACIFIC MOBILE HOME CONS	PO-302188	1,649.80
157603	PRUDENTIAL OVERALL SUP	PO-300256	76.89
157604	SPRINT/NEXTEL COMMUNICATIONS	PO-300959	17.39
		PO-301808	89.35
		PO-301826	86.98
157605	STAPLES ADVANTAGE	PO-301557	60.53
157606	THYSSENKRUPP ELEVATOR CORP	PO-300378	265.00
157607	WAXIE	PO-300152	1,854.19

**EXHIBIT B**  
**(6 of 25)**



Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....01/11/2011

Warrant Number	Name of Payee	Reference Number	Amount
157608	CALIFORNIA DEPT OF EDUCATION	PO-302920	1,200.00
157609	BLUE BIRD CORPORATION	PO-301381	92,365.40
157610	CERTIFIED TRANSPORTATION	PV-011740	1,563.56
157611	EAGLE	PO-301530	2,903.63
		PO-301946	464.58
157612	CUSD-COP FUND 91	PO-303033	775,804.50
157613	CORVEL CORPORATION	PO-300682	175,343.87
157614	CAPISTRANO UNIFIED SCHOOL DIST	CM-010057	9.10-
		PO-300172	49,386.40
157615	RELIANCE STANDARD LIFE INS CO	PO-300169	13,707.63
157616	ALPINE ACADEMY	PO-301355	2,560.00
		PO-301356	2,560.00
157617	BOCKLER, BRIAN & TINA	PO-301955	2,665.00
157618	CINNAMON HILLS SCHOOL	PO-300413	2,835.00
		PO-300414	2,835.00
		PO-300416	2,700.00
157619	DEVEREUX ARIZONA	PO-301362	2,013.76
157620	DEVEREUX FOUNDATION	PO-302086	1,640.00
		PO-302087	1,640.00
		PO-302088	1,640.00
157621	DEVEREUX TEXAS TREATMENT	PO-300828	2,644.74
		PO-300829	2,527.98
157622	EDUCATIONAL BASED SERVICES	PO-301944	5,600.00
157623	FAMILY LIFE CENTER BODEGA	PO-302436	7,608.85
157624	FARRELL, MIN KIM AND DONALD	PO-302438	1,200.00
157625	KENNEY, ROBERT AND MARIE	PO-301635	2,440.75
157626	ORANGE CTY TESTING SERV	PO-300889	47.00
157627	PROGRESSUS THERAPY INC	PO-301927	11,760.00
		PO-301928	9,380.00
		PO-301929	11,760.00
157628	PYRAMID AUTISM CENTER	PO-300827	4,050.00
157629	RED ROCK CANYON SCHOOL	PO-300833	2,625.00
157630	SHILOH TREATMENT CENTER INC	PO-300831	3,339.00
157631	SUMMIT SPEECH PATHOLOGY SV INC	PO-302545	13,104.00
157632	THERAPEUTIC EDUCATION CENTER	PO-301630	6,600.00
		PO-301631	4,050.00
157633	YELLOWSTONE BOYS & GIRLS RANCH	PO-302986	796.00
157634	ART MASTERS INC	PO-302817	1,988.00
157635	CAMPCO	PO-301492	9,100.00
157636	CRARY, BRENDA	PO-301936	2,592.00
157637	CREATIVE GYMNASTICS	PO-302894	3,000.00
157638	GARCIA, IRMA	PO-301937	1,603.80
157639	LUCE FORWARD HAMILTON &	PO-302502	70,369.82
157640	YMCA OF ORANGE COUNTY	PO-301436	13,647.49
157641	CRARY, BRENDA	PO-301936	288.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....01/11/2011

Warrant Number	Name of Payee	Reference Number	Amount
157642	GARCIA, IRMA	PO-301937	376.20
157643	ADAMS, KARA	PV-011788	283.52
157644	BANH, JULIE/NAM	PV-011789	499.84
157645	BANNERMAN, CARY & KELLY	PV-011790	212.48
157646	BARNARD, ERIC & JENNIFER	PV-011791	94.20
157647	BELLOMO, PHILIP &/OR KATHY	PV-011792	129.54
157648	BLACKABY, ELIZABETH	PV-011793	128.52
157649	BOYD, VALERIE	PV-011795	97.75
157650	BOYER, DAVID OR MELISSA	PV-011794	47.04
157651	BRESSLER, ERIC & KATHY	PV-011796	172.38
157652	BURDETTE, SHIELA	PV-011797	647.82
157653	CAPAY, PONCIANO OR MARIA	PV-011798	136.68
157654	CLIFFORD, JACK OR SUSAN	PV-011849	244.50
157655	CROWE, ROBERT AND/OR VIRGINIA	PV-011800	123.30
157656	DEMOS, PATTEY	PV-011840	67.00
157657	DIAZ, JOSE & MEREDITH	PV-011801	183.40
		PV-011841	157.20
157658	DICK, CRAIG OR BILLIE	PV-011802	212.50
157659	EASTMAN, STEPHEN OR TARA	PV-011803	184.62
157660	FLANAGAN, TIM	PV-011818	149.26
		PV-011838	526.80
157661	GAITAN, SCOTT & BEVERLY Z.	PV-011804	175.10
157662	GAU, BAILEY	PV-011805	147.00
157663	GIDEONS, CHRIS OR VALLI	PV-011806	401.54
157664	GORDON, DEBRA L	PV-011807	242.88
157665	GUZMAN GARCIA, OMAR	PV-011808	236.74
157666	HAMEED, SHAWN	PV-011809	211.50
157667	HARRAMAN, RUSSEL & IVANA	PV-011810	90.30
157668	HIDIRLAR, TURKER & ROIDI	PV-011842	728.00
157669	HOGGATT, ROBERT/VERONICA	PV-011839	134.68
157670	HYLTON, CHRIS OR HERMINIA	PV-011811	146.10
157671	JACKSON, BEN & JENNIFER	PV-011812	196.16
157672	JARRELL, INESSA OR KEVIN	PV-011813	56.84
157673	JOHNSON, LORI	PV-011814	197.88
157674	KESSLER, JAMES &/OR MARIA	PV-011815	116.96
157675	LAW, YUET	PV-011816	191.36
157676	LEVIN OR, PAUL	PV-011817	210.46
157677	MARTIN, PETER/NORMA	PV-011819	23.80
157678	MC EACHRAN, KYLE OR MELISSA	PV-011820	130.62
157679	MC KEAGUE, JOHN & SHARON	PV-011821	166.60
157680	MCBRIDE, MELISSA	PV-011837	63.24
157681	MICHEL, WALTER &/OR NANCY	PV-011843	54.40
157682	MONTANEZ, TERRI & FERNANDO	PV-011822	178.16
157683	NG, FARIA	PV-011836	53.52
157684	PRINGLE, DIANE	PV-011823	47.88

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....01/11/2011

Warrant Number	Name of Payee	Reference Number	Amount
157685	PUGH, BRAD &/OR SHERRI	PV-011824	52.02
157686	REDING, CLARE & SHAD	PV-011825	104.64
		PV-011835	21.80
157687	RICHMOND, HEIDI	PV-011828	194.48
157688	RODAS, PHILLIP AND CAROLYN	PV-011826	75.88
157689	ROHDE, JAN &/OR JOY	PV-011827	105.06
157690	ROSILLO, JESUS	PV-011829	73.95
157691	ROTH, JAY &/OR KERI	PV-011830	254.66
157692	SADEK, SCOTT & MARY	PV-011831	262.20
		PV-011844	279.68
157693	SHIN, KYUSHIK	PV-011832	142.46
157694	SHOOK, SIAN	PV-011833	95.20
157695	ZATIZABAL, XAVIER OR MICHELLE	PV-011834	214.72
157696	CORONADO APPAREL INC.	PV-011845	2,521.00
157697	EN TOUR DANCE ACADEMY LLC	PV-011848	405.00
157698	H2O SPOT	PV-011846	6,090.00
157699	YOUNG REMBRANDTS	PV-011847	88.40
157700	ANTONIUS, LYNDIA	PV-011851	225.28
157701	ANTONIUS, TERRY	PV-011855	250.86
157702	BENE, CHERI	PV-011853	91.00
157703	BOWDEN, JOANNA	PV-011852	224.89
157704	BRUNSON JR., LARRY W.	PV-011854	100.00
157705	CAHILL, STEPHEN	PV-011856	503.02
157706	GUNDERSON, SIMONE	PV-011862	222.00
157707	HERNANDEZ, MARLO	PV-011857	15.00
157708	HIRCHAG, REBECCA S	PV-011858	25.25
157709	MELLY, SUSAN	PV-011859	618.22
157710	OGDEN, SUE	PV-011860	50.00
157711	PATTEE, TANYA	PV-011863	69.24
157712	WYNNE, LAUREN	PV-011861	27.72
157713	ABOUZIAB, NADA	PV-011850	35.30
157714	BLAND, LISA	PV-011864	45.00
157715	BOWDEN, JOANNA	PV-011865	35.00
157716	COX, LINDA	PV-011866	132.00
157717	DAGLEY, JEANA	PV-011867	123.50
157718	DARAKJIAN, CAROLE	PV-011868	146.00
157719	DELPRATO, KELLY	PV-011869	5.00
157720	EDWARDS, BLAIRE	PV-011871	270.00
157721	ELKINS, KAREN	PV-011870	180.50
157722	ENRIQUEZ, MICHELLE L	PV-011872	164.50
157723	FLYNN, MARGARET	PV-011873	142.50
157724	FREDRIKSZ, LAURA	PV-011874	116.50
157725	GIELOW, CYNTHIA	PV-011875	94.00
157731	LAIDLEY, JOANIE	PV-011881	212.50
157732	LINDROTH, LAUREN	PV-011882	44.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....01/11/2011

Warrant Number	Name of Payee	Reference Number	Amount
157733	MALONE, JULEE	PV-011883	140.00
157734	MATIENZO, NINA RIE	PV-011884	148.00
157735	MCKEE, DANISE	PV-011885	194.50
157736	RASHIDI, AKRAM KIM	PV-011886	118.00
157737	RODRIGUEZ, LAURA	PV-011887	54.00
157738	SAUER, ASHLEIGH	PV-011888	206.50
157739	VERDUGO, ANNIE	PV-011889	52.00
157740	WHALEN, ANDREA	PV-011890	178.50
157741	ALISO VIEJO AUTO SERVICE	PO-300970	666.78
157742	APPERSON	PO-300847	3,668.86
157743	GENERATOR SERVICES CO INC	PO-300390	720.41
157744	PACIFIC ROOFING SYSTEMS	PO-302265	4,648.02
		PO-302533	2,769.00
157745	METROPOLITAN EMPLOYEES	PO-300163	3,463,686.57
		PO-300171	21,738.00
157746	CAL WEEKLY EXPLORER INC	PO-302859	1,830.00
157747	OCEAN INSTITUTE	PO-302896	50.00
		PO-302897	50.00
		PO-302899	50.00
		PO-302900	50.00
157748	CITY OF SAN JUAN CAPISTRANO	PO-303026	6,026.88
157749	DAVID TAUSSIG ASSOC INC	PO-302724	573.98
157750	MOULTON NIGUEL WATER	PO-300465	9,648.32
157751	ORANGE CTY DEPT EDUC	PO-301673	4,182.75
157752	SAN DIEGO GAS & ELECTRIC	PO-300464	109,813.65
157753	SANTA MARGARITA WATER	PO-300463	7,293.41
157754	SO CAL GAS CO	PO-300274	8,829.35
157755	SO COAST WATER DIST	PO-300462	1,659.62
157756	SOLAG / CR&R	PO-300275	26,954.90
157757	SOUTHERN CALIFORNIA EDISON	PO-301282	3,910.69
157758	A Z BUS SALES INC	PO-300963	422.44
157759	ABATEC INC	PO-300356	9,315.00
157760	AIR CONDITIONING CONTROL SYS	PO-300090	433.33
157761	ALISO VIEJO AUTO SERVICE	PO-300970	858.02
157762	AMERICAN INDUSTRIAL SUPPLY	PO-300372	145.27
		PO-302789	564.87
157763	BARRETT-ROBINSON INC	PO-300375	2,400.69
		PO-302209	298.00
157764	BERTINI, CARRIE	PV-011928	401.65
157765	BETTER BUSINESS RECORDS	PO-300337	33.54
157766	BRAIN POP	PO-302680	1,691.50
157767	DICK BLICK WEST	PO-302729	35.61
157768	DIVERSIFIED METAL FABRICATORS	PO-302804	480.00
157769	DUNN-EDWARDS CORP	PO-300330	477.22
157770	DYNAVOK SYSTEMS LLC	PO-302748	432.82

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....01/11/2011

Warrant Number	Name of Payee	Reference Number	Amount
157771	FACTORY MOTOR PARTS	CM-010059	168.89-
		PO-300969	346.55
157772	FEDERAL EXPRESS CORP	PO-300243	779.55
157773	FLEET SERVICE SPECIALIST LLC	PO-302278	1,256.97
157774	FOLLETT LIBRARY RESOURCES	PO-301461	405.97
157775	FREESTYLE PHOTO SUPPLIES	PO-302227	631.65
157776	FREEWAY AUTO SUPPLY & MACHINE	PO-302059	105.96
157777	FRICITION MATERIALS CO.	PO-300971	352.09
157778	GENESIS INC	PO-302813	155.75
157779	GLEN PRODUCTS	PO-300312	83.82
		PO-302063	3,029.25
157780	GRAYMARK	PO-302832	389.85
157781	MCMAHAN DESK INC	PO-301755	1,239.75
		PO-301781	286.01
		PO-302190	1,872.68
		PO-302191	1,755.23
157782	MOBILE COMM REPAIR INC	PO-301054	450.00
157783	PACIFIC PLUMBING COMPANY OF	PO-302043	960.00
157784	PACIFIC ROOFING SYSTEMS	PO-302265	6,792.00
		PO-302533	3,951.00
		PO-302801	2,769.00
157785	PITNEY BOWES	PO-300254	508.00
157786	TANDUS FLOORING INC.	PO-302664	1,437.67
157787	TROXELL COMM INC	PO-301551	511.92
157788	UNITED RENTALS	PO-300491	34.80
157789	BENS ASPHALT	PO-301982	2,766.00
157790	PACIFIC PLUMBING COMPANY OF	PO-300072	6,500.00
157791	CAPISTRANO UNIFIED SCHOOL DIST	PO-300172	58,122.91
157792	VISION SERVICE PLAN	PO-300168	74,561.41
157793	ASCIP	PO-303028	8,115.06
157794	AARDVARK CLAY	PO-302566	268.61
157795	ALLIANCE	PO-302950	80.00
157796	APPLE COMPUTER INC	PO-302628	126.15
157797	BADEN SPORTS INC	PO-302432	101.15
157798	BLU-WISE MGMT INC	PO-302806	619.88
157799	CAL-STATE AUTO PARTS INC	PO-300965	1,600.97
157800	CALCULUS IN MOTION	PO-302574	168.13
157801	CALIFORNIA WESTERN VISUALS	PO-302466	2,769.86
157802	CALLOWAY HOUSE INC	PO-302770	46.94
157803	CAMCOR INC	PO-302722	228.34
		PO-302758	145.33
157804	CHAMPION CHEMICAL CO	PO-300406	1,196.25
157805	CHEVROLET OF IRVINE	PO-301231	4,279.38
157806	DACAPO MUSIC	PO-302572	129.68
157807	DELL MARKETING L P	PO-302004	909.23

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....01/11/2011

Warrant Number	Name of Payee	Reference Number	Amount
157808	DEMCO	PO-302615	88.68
157809	ECS IMAGING INC	PO-302785	7,000.00
157810	EDUCATION WEEK	PO-302980	39.00
157811	EMPOWER	PO-300266	50.00
157812	FLINN SCIENTIFIC INC	PO-302636	741.58
157813	FRICTION MATERIALS CO.	PO-300971	1,900.09
157814	G PATINO SCREEN & PRINT &	PO-302752	637.73
157815	GOPHER ATHLETIC/SPORTS	PO-302433	81.36
157816	HIRSCH PIPE & SUPPLY	PO-302198	2,328.26
157817	IMAGE 2000	PO-302707	320.06
157818	INNOVATIVE LEARNING CONCEPTS	PO-302521	103.69
		PO-302530	1,094.30
157819	JOHNSTONE SUPPLY	PO-302199	2,273.26
157820	KEY CURRICULUM PRESS	PO-302579	81.07
157821	LAKESHORE LEARNING MATLS	PO-302602	1,139.97
157822	LINGUI SYSTEMS INC	PO-302525	133.65
157823	CAMCOR INC	PO-301674	79.65
157824	HARRIS, REBECCA	PV-011891	14.00
157825	HATLER, JAIME	PV-011892	144.00
157826	HOWELL, MARIKA	PV-011893	20.00
157827	JIMENEZ, DENISE	PV-011894	245.00
157828	KIMMELL-CAMOIA, JULIE	PV-011895	244.50
157829	ACCM ANNUAL CONFERENCE	PO-302220	190.00
157830	AUDITORY INSTRUMENTS	PO-301593	2,019.99
157831	CASBO/CENTINELA SOUTH BAY C/O	PO-302645	105.00
157832	CENTER FOR DRUG-FREE	PO-303051	99.00
157833	FAGEN FRIEDMAN FULFROST LLP	PO-301940	1,680.00
157834	GARCIA, IRMA	PO-301937	2,721.60
157835	OCDE	PO-302689	2,000.00
		PO-302918	400.00
157836	PROFESSIONAL TUTORS OF AMERICA	PO-302156	200.00
157837	SCHOOL SERVICES OF CALIF	PO-302333	175.00
		PO-302447	525.00
157838	SCOE PRIVATE SCHOOLS	PO-302952	375.00
157839	SKYHAWKS SPORTS ACADEMY INC	CM-010058	2,620.00-
		PV-011899	4,500.00
157840	WALSH, CRAIG	PO-302959	322.50
157841	YMCA OF ORANGE COUNTY	PO-301435	6,203.87
157842	GARCIA, IRMA	PO-301937	638.40
157843	ACES	PO-301965	2,587.50
157844	ALPHA VISTA SERVICES INC	PO-301925	12,264.00
157845	ALPINE ACADEMY	PO-302971	466.40
157846	AUTISM INTERVENTIONS	PO-301969	2,470.83
157847	CARES	PO-301967	1,077.64

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....01/11/2011

Warrant Number	Name of Payee	Reference Number	Amount
157848	CENTER FOR AUTISM &	PO-301963	280.28
		PO-301964	2,522.50
		PO-302282	103.00
157849	COMAN, STEVAN AND LAUREN	PO-302970	4,239.00
157850	CREATIVE PATHWAYS TO	PO-302152	6,600.00
157851	GOODWILL IND OF O C	PO-302977	120.00
157852	HERBERT, DEBRA	PO-301981	960.00
		PO-301990	720.00
		PO-301992	480.00
		PO-302276	960.00
157853	LEISURE CARE NURSES REGISTRY	PO-301345	6,460.00
		PO-302973	1,339.50
157854	MENDE PSY.D, SYLVIA	PO-301931	5,872.50
157855	MURPHY, CASEY AND/OR JILL	PO-301363	313.40
157856	NEWPORT LAN/SPEECH/AUDIO	PO-302904	6,912.00
157857	O'CONNOR, BRENDAN & JACQUELINE	PO-301636	1,683.33
157858	OCEANVIEW SCHOOL	PO-302984	3,912.00
157859	PAUL ALAN DORES	PO-301499	2,200.00
157860	PIERSON, CHRISTOPHER	PO-300422	519.51
		PO-302982	2,596.68
157861	SPEECH & LANGUAGE DEVEL	PO-301364	9,981.63
		PO-301365	10,096.25
157862	SPEECH PATHOLOGY ASSOCIATES	PO-302985	480.00
157863	AT&T-CALNET2	PO-300273	25,960.85
157864	MODERN TREE	PO-302659	6,620.00
157865	MOORE'S SEWING MACHINE	PO-300396	414.75
		PO-302242	17.54
157866	MUNICIPAL UNDERGROUND SERVICES	PO-300388	555.00
157867	NATIONAL GEOGRAPHIC WORLD	PO-302944	19.00
157868	NORAM INTERNATIONAL CORP	PO-302951	347.57
157869	OC DIESEL	PO-302106	3,442.67
157870	ORANGE COUNTY MONSTER CARTS	PO-303119	461.02
		PO-303121	992.83
157871	ORANGE COUNTY REGISTER	PO-302929	192.00
157872	ORANGE CTY PUMP CO	PO-300593	475.00
157873	PACIFIC GO NATURAL GAS	PO-300991	3,812.88
157874	PACWEST AIR FILTER	PO-300501	25,030.26
		PV-011927	9,893.45
157875	PITNEY BOWES/PRESORT SERVICES	PO-303123	94.65
157876	PRO PHOTO CONNECTION INC	PO-302833	1,674.12
		PO-303014	574.96
157877	PSC ENVIRONMENTAL SERVICES	PO-302976	872.34
157878	SCOTT FORESMAN	PO-300629	9,048.35

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....01/11/2011

Warrant Number	Name of Payee	Reference Number	Amount
157879	SEHI COMPUTER	PO-300800	339.95
		PO-301753	195.00
		PO-302052	171.59
157880	SELECT EQUIPMENT SALES INC	PO-303021	932.16
157881	SHAMROCK SUPPLY CO INC	PO-302038	20.88
		PO-302121	388.89
		PO-302257	316.33
157882	SIMPLEX GRINNELL LP	PO-302124	12,313.37
157883	SMARDAN SUPPLY COMPANY	PO-300479	5,989.64
157884	SO COAST AIR QULTY MGMT	PO-301218	402.21
157885	SOCCER MASTER TEAM DEPT	PO-302949	1,994.72
157886	SOUTH COAST ANSWERING SERVICE	PO-300477	336.71
157887	REMOTE LEARNER.NET	PO-302999	895.00
157888	PRIORITY MAILING SYSTEMS	PO-300260	506.76
157889	SMART & FINAL	PO-300186	515.65
		PO-300693	269.80
		PO-300694	29.20
		PO-300855	83.88
		PO-301521	419.69
		PO-301522	164.64
		PO-301841	170.41
		PO-301942	201.45
		PO-302302	153.80
		PO-302435	242.68
157890	SMART & FINAL	PO-300788	44.99
157891	SPICERS PAPER CO	PO-300247	4,238.76
		PO-301383	2,662.20
		PO-301821	3,093.94
		PO-302791	759.08
157892	SPORTS FACILITIES GROUP INC	PO-300379	6,028.82
157893	TRAFFIC CONTROL SERVICE	PO-300489	751.52
		PO-302536	538.31
157894	TUTTLE-CLICK FORD	PO-301224	1,178.78
157895	UNIQUE SWEEPING	PO-301108	252.00
157896	UNISOURCE CORP	PO-300137	6,948.04
157897	VERIZON WIRELESS	PO-300960	259.25
157898	VISTA PAINT CORP	PO-300497	103.38
157899	WAL MART COMMUNITY	PO-301786	40.71
		PO-302409	144.18
		PO-302410	229.06
		PO-302535	188.77
157900	WAL MART COMMUNITY	PO-301001	196.33
		PO-301189	303.72
		PO-302245	226.75
		PO-302613	151.07

**EXHIBIT B**  
**(14 of 25)**



Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....01/11/2011

Warrant Number	Name of Payee	Reference Number	Amount
157901	WESTERN GRAPHIX	PO-302402	175.00
157902	XPEDX - LOS ANGELES PRINTING	PO-301653	47,502.00
157903	SMART & FINAL	PO-301842	423.82
157904	WAL MART COMMUNITY	PO-300188	220.47
		PO-301523	20.16
		PO-301525	162.19
		PO-301526	46.44
		PO-301527	81.26
		PO-301528	157.99
157905	A2Z SIGN CO.	PO-302399	3,033.98
157906	B & H PHOTOGRAPHY	PO-302835	94.50
157907	CALIFORNIA WESTERN VISUALS	PO-302764	607.91
157908	CUTTING EDGE SIGNS	PO-302816	407.81
157909	DELL MARKETING L P	PO-302001	1,948.68
		PO-302711	10,717.73
		PO-302784	1,788.08
		PO-302793	1,252.06
157910	DIGITAL NETWORKS GROUP	PO-302418	330.75
157911	FILM OUT PUT	PO-303066	162.00
		PO-303125	36.00
157912	GANAHL LUMBER	PO-300315	6,962.26
157913	HYDRO-SCAPE PRODUCTS INC	PO-300448	481.19
157914	IMAGE 2000	PO-302836	358.56
157915	INNOVATIVE LEARNING CONCEPTS	PO-301898	154.32
157916	KELLY PAPER COMPANY	PO-300246	4,406.66
157917	KNORR SYSTEMS INC	PO-300066	872.00
		PO-300295	146.17
157918	CREATIONS UNLIMITED	PO-301858	1,957.50
157919	AMERICAN LOGISTICS COMPANY LLC	PO-301372	8,477.50
157920	CALIFORNIA WEEKLY EXPLORER INC	PO-302978	1,545.00
157921	CAPISTRANO CONNECTIONS ACADEMY	PO-300738	468,653.00
157922	COUNTY OF ORANGE	PO-303046	120.00
		PO-303047	120.00
157923	FEDERAL EXPRESS CORP	PO-300243	1,599.23
157924	JOURNEY CHARTER SCHOOL	PO-300743	89,239.00
157925	OCEAN INSTITUTE	PO-303042	100.00
157926	OPPORTUNITY FOR LEARNING	PO-300739	38,799.00
157927	XEROX CORPORATION	PO-302330	116.09
157928	CAPISTRANO CONNECTIONS ACADEMY	CM-010060	6,667.00-
		CM-010061	163.00-
		PV-011932	287.77
		PV-011940	99,265.50
157929	OPPORTUNITY FOR LEARNING	PV-011934	9.67
		PV-011937	17,818.20
157930	BAKER, BRAD	PV-011965	98.34

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....01/11/2011

Warrant Number	Name of Payee	Reference Number	Amount
157931	BOOS, JANE	PV-011950	25.70
157932	BRANNON, DESIREE	PV-011933	459.58
157933	BUCKINGHAM, DIANN	PV-011929	525.00
157934	CLOTHIER, CYNTHIA	PV-011946	130.43
		PV-011948	58.62
157935	EPP, DIANE	PV-011942	466.00
157936	JONES, JOSEPH	PV-011931	17.00
157937	LAVERING, STEVE	PV-011949	60.06
157938	MATOKA, BRANDON	PV-011951	12.00
157939	MOE, KENNETH L	PV-011938	509.58
157940	MORRIS, FAITH	PV-011952	71.07
157941	PARPANA, MAGDALENA D	PV-011930	21.50
157942	RADER, MELINDA	PV-011944	200.00
157943	STRICKLAND, GERRY	PV-011945	45.46
		PV-011947	48.92
157944	WOODLAND, LISA	PV-011935	169.00
157945	YOGI, STACY	PV-011943	11.57
157946	YOTA, DENISE	PV-011936	18.00
157947	CASEY, MICHAEL	PV-012015	5.00
157948	COFINI, SHAYLA	PV-012003	61.00
157949	CULLOM, SUSAN	PV-012020	50.00
157950	DEFFENBACH, SEAN	PV-011996	67.00
157951	ESPINOZA, SALVADOR	PV-012024	5.00
157952	FINCH, MICHAEL	PV-012021	20.00
157953	HADLEY, ALLYSON	PV-012001	5.00
157954	HOLLAND, BROOKE	PV-012025	58.00
157955	HUTTON, MARK OR MAUREEN	PV-012026	70.00
157956	LEVEY, AMY	PV-012027	84.00
157957	MANCILLA, CHRIS	PV-012028	6.00
157958	MARLOWE, KEVIN	PV-012029	74.00
157959	MATHIAS, CHRISTIAN M	PV-011995	130.00
		PV-011999	10.00-
157960	MCBRIDE, ALISON	PV-012022	59.00
157961	MOCKLIN, TYLER	PV-012031	58.00
157962	NOLAN, CASSANDRA	PV-012032	70.00
157963	PERDUE, JILLIAN	PV-012033	55.00
157964	PIERCE, BARRY OR KAREN	PV-012023	67.00
157965	RAICHEV, ANNA	PV-012034	21.00
157966	SALAZAR, MARIA	PV-012019	31.00
157967	SECREST, KAILEY	PV-012036	78.00
157968	SMILEY, JEREMY	PV-012017	58.00
157969	SPENCER, BAILEY	PV-012037	70.00
157970	STEINFELD, SHELBY	PV-012018	5.00
157971	WALLWORK CINDY	PV-012016	59.00
157972	WALSH, ELIZABETH	PV-012038	20.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....01/11/2011

Warrant Number	Name of Payee	Reference Number	Amount
157973	WANG, BRIAN	PV-012039	84.00
157974	WEDGE, KATIE	PV-012014	67.00
157975	FRAME, HEATHER	PV-011993	200.00
157976	HAYES, TIFFANY	PV-011992	92.00
157977	MOJICA, BESSIE	PV-011994	200.00
157978	NGUYEN, JULIA	PV-012041	30.00
157979	WEINBERG, ADEENA	PV-012040	141.00
157980	WISHART, LISA	PV-012042	42.00
157981	BERGMAN & DACEY INC	PO-302721	2,554.06
157982	CITY OF SAN JUAN CAPISTRANO	PO-303026	2,140.24
157983	MOULTON NIGUEL WATER	PO-300465	660.17
157984	SAN DIEGO GAS & ELECTRIC	PO-300464	45,171.85
157985	SANTA MARGARITA WATER	PO-300463	1,809.29
157986	SO CAL GAS CO	PO-300274	761.16
157987	PJHM ARCHITECTS SOUTHWEST INC	PO-295028	1,890.00
157988	ACCURATE AIR ENGINEERING INC	PO-300700	472.00
157989	CABRAL ROOFING & WATERPROOFING	PO-302546	5,236.44
157990	CAL-STATE AUTO PARTS INC	PO-300965	186.96
157991	CAMCOR INC	PO-302965	558.86
157992	CAPISTRANO CRANE SERVICE	PO-301285	870.00
		PO-302788	2,000.00
		PO-303190	568.00
157993	CAPISTRANO GOLF CARS	PO-300407	223.97
		PO-300428	245.22
		PO-303064	5,200.76
157994	CDWG Inc	PO-302759	61.67
157995	CINTAS	PO-300992	184.38
157996	CINTAS CORP	PO-300320	1,526.37
157997	CINTAS FIRST AID & SAFETY	PO-300321	302.03
157998	CLEAN ENERGY	PO-300967	4,344.53
157999	CMS COMMUNICATIONS INC	PO-300323	574.47
158000	COLLEGE BOARD PUBLICATIONS	PO-302478	57.00
158001	CULVER-NEWLIN INC	PO-302455	2,139.58
158002	DIGITAL NETWORKS GROUP	PO-302642	216.63
158003	GOLDEN RULE BINDERY	PO-300898	2,405.62
158004	JUST ASK PUBLICATIONS	PO-302941	40.95
158005	P A THOMPSON ENGR CO	PO-300425	670.10
158006	PACIFIC ROOFING SYSTEMS	PO-302265	6,374.68
158007	PITNEY BOWES INC	PO-300258	342.52
158008	STATE BD EQUALIZATION	PV-012043	1,324.00
158009	TROXELL COMM INC	PO-301551	67.40
158010	MOBILE MODULAR	PO-300278	610.00
158011	PRIME PAINTING CONTRACTORS INC	PO-301614	3,600.00
158012	CAPISTRANO UNIFIED SCHOOL DIST	PO-300172	36,579.45
158013	TRI-AD	PO-303029	250.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....01/11/2011

Warrant Number	Name of Payee	Reference Number	Amount
158014	CORVEL CORPORATION	PO-300174	31,837.38
158015	ADAMS, KARA	PV-012044	336.68
158016	BANH, JULIE/NAM	PV-012045	624.80
158017	BARNARD, ERIC & JENNIFER	PV-012046	125.60
158018	BLACKABY, ELIZABETH	PV-012047	158.76
158019	BOYER, DAVID OR MELISSA	PV-012048	61.74
158020	BRESSLER, ERIC & KATHY	PV-012049	212.94
158021	CAPAY, PONCIANO OR MARIA	PV-012050	160.80
158022	CLIFFORD, JACK OR SUSAN	PV-012051	293.40
158023	DIAZ, JOSE & MEREDITH	PV-012052	91.70
158024	DICK, CRAIG OR BILLIE	PV-012053	200.00
158025	GAU, MARY	PV-012055	205.80
158026	GIDEONS, CHRIS OR VALLI	PV-012056	496.02
158027	GORDON, DEBRA L	PV-012057	303.60
158028	GUZMAN GARCIA, OMAR	PV-012058	261.66
158029	HADDAD, MIKE OR BECKY	PV-012059	156.80
158030	HALL, SHANELLE	PV-012060	41.86
158031	HOGGATT, ROBERT/VERONICA	PV-012061	207.20
158032	HOWELLS, SHERI	PV-012062	201.60
		PV-012063	504.00
158033	HYLTON, CHRIS OR HERMINIA	PV-012064	185.06
158034	JACKSON, BEN & JENNIFER	PV-012065	257.46
158035	JAMES, JUSTIN & ARLEN	PV-012066	68.16
		PV-012067	80.94
158036	JARRELL, INESSA OR KEVIN	PV-012068	85.26
158037	JONES, DANNY & NANCY	PV-012069	118.02
158038	KESSLER, JAMES &/OR MARIA	PV-012070	144.48
158039	LAW, YUET	PV-012071	239.20
158040	LEVIN OR, PAUL	PV-012072	259.98
158041	LOUIE, DARRYL OR CATHERINE	PV-012073	774.20
158042	MARTIN, PETER/NORMA	PV-012074	29.40
158043	MC EACHRAN, KYLE OR MELISSA	PV-012075	130.62
158044	MC KEAGUE, JOHN & SHARON	PV-012076	205.80
158045	MONTANEZ, TERRI & FERNANDO	PV-012077	200.08
158046	PRINGLE, DIANE	PV-012078	123.12
158047	REDING, CLARE & SHAD	PV-012079	165.68
158048	RICHMOND, HEIDI	PV-012080	217.36
158049	RODAS, PHILLIP AND CAROLYN	PV-012081	102.98
158050	ROHDE, JAN &/OR JOY	PV-012082	129.78
158051	SHIN, KYUSHIK	PV-012083	167.60
158052	STALEY, ANNA DAWN OR MATTHEW	PV-012084	116.66
158053	STEBENNE, STUART/LISA	PV-012085	351.88
158054	TRITZ, RICHARD &/OR JULIE	PV-012086	169.20
158055	VON DWINGELO, ANTHONY/ELIZABET	PV-012088	40.32
158056	ZABALA, DANIEL & JACQUELINE	PV-012087	69.76

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....01/11/2011

Warrant Number	Name of Payee	Reference Number	Amount
158057	BRUMMETT, ELIZABETH	PV-012092	1,108.80
158058	DUTCH, AMPARO P.	PV-012091	1,792.00
158059	H2O SPOT	PV-012093	2,562.00
158060	CMC MATH	PO-302733	155.00
158061	CRARY, BRENDA	PO-301936	2,287.80
158062	CREATIVE GYMNASTICS	PO-302894	1,500.00
158063	LEARNING FOR LIFE	PO-303050	200.00
158064	MEET THE MASTERS	PO-301916	2,831.00
158065	ORANGE COUNTY DEPT OF EDUCATIO	PO-301847	600.00
		PO-302331	300.00
		PO-302332	100.00
158066	ORANGE CTY DEPT EDUC	PO-301939	1,000.00
158067	SAN DIEGO COUNTY OFF OF EDUC	PO-302928	220.00
158068	STEIN, CHRISTINE E	PO-302037	412.00
158069	T DAVIS & ASSOCIATES INC	PO-300095	2,916.66
158070	TOTAL SCHOOL SOLUTIONS	PO-302400	195.00
158071	YMCA OF ORANGE COUNTY	PO-301436	11,170.01
158072	CRARY, BRENDA	PO-301936	172.20
158073	STEIN, CHRISTINE E	PO-302037	3,708.00
158074	AMS.NET	PO-302683	1,419.19
158075	BADEN SPORTS INC	PO-302178	90.48
158076	BIO RAD LABORATORIES	PO-302947	103.79
158077	BLU-WISE MGMT INC	PO-303255	440.44
158078	CAMCOR INC	PO-302465	2,794.28
		PO-302961	326.22
158079	CDWG Inc	PO-302576	310.90
158080	CHEVROLET OF IRVINE	PO-301231	378.70
158081	COMMUNICATIONS USA	PO-303018	337.83
158082	CONSOLIDATED ELECTRICAL DIST	PO-302653	7,370.33
158083	DAY LITE MAINTENANCE	PO-300391	7,424.95
158084	DELL MARKETING L P	PO-302599	147.89
		PO-302605	2,341.21
		PO-302608	961.82
		PO-302712	8,555.66
158085	FOLLETT LIBRARY RESOURCES	PO-302692	227.40
158086	GOLDEN RULE BINDERY	PO-302879	2,723.39
158087	IMAGE 2000	PO-303007	425.94
		PO-303008	328.06
158088	LAWNMOWERS ETC	PO-300452	3,036.03
158089	AMERICAN COUNCIL ON EDUCATION	PO-303213	3,060.00
158090	COMMUNITY PLAYTHINGS	PO-302385	426.30
158091	HEADSETS.COM	PO-302461	269.59
158092	BAKER, GUADALUPE	PV-012101	12.00
158093	BROOKMAN, JOSEPH	PV-012102	345.00
158094	BUSH, VIRGINIA	PV-012103	199.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....01/11/2011

Warrant Number	Name of Payee	Reference Number	Amount
158095	BUTLER, SUSAN	PV-012104	194.50
158096	CARLISLE, TERESA	PV-012105	78.50
158097	CASAZZA, ANN MARIE	PV-012106	64.50
158098	CLIFT, LYNNETTE I	PV-012107	72.00
158099	COLLINGS, JANICE	PV-012108	76.50
158100	DIXON, AURORA	PV-012109	80.00
158101	FERGUSON, ERIN	PV-012110	168.00
158102	FINNSSON, JAMIE	PV-012111	31.50
158103	FREEMAN, DENENE	PV-012112	16.50
158104	GILL, ARVINDER	PV-012113	153.00
158105	GODFREY, NICOLE	PV-012114	119.00
		PV-012115	59.50
158106	GONG, PHOEBE	PV-012116	256.00
158107	HERNANDEZ, MARLO	PV-012117	21.50
158108	HIGHTOWER, SHERLIN	PV-012118	122.50
158109	HOLKE, DEBBIE	PV-012119	73.00
158110	JIMENEZ, LETICIA	PV-012120	9.00
158111	KAROLYS, ANDREA	PV-012121	136.50
158112	KERINS, TRACY	PV-012122	10.00
158113	KIMINAS, ANTHONY	PV-012123	136.50
158114	KLISTER, PAMELA	PV-012124	91.00
158115	KROGMAN, DEBRAH	PV-012125	46.50
158116	LAUBACH, LYNELLE	PV-012126	39.50
158117	LOY, LESLIE	PV-012127	75.00
158118	MAGWOOD, DONNA KATHERINE	PV-012128	5.50
158119	MANDERBACH, KAREN	PV-012129	119.50
158120	MANNAERT, BREE	PV-012130	165.00
158121	MAZZOLA, ELAINE	PV-012131	7.50
158122	MCKEON, GAIL	PV-012132	63.00
158123	MILLER, MARIE T.	PV-012133	214.00
158124	NAPORA, NOELLE	PV-012134	31.00
158125	PINKERTON, DAN	PV-012135	189.50
158126	POWELL, CHRISTOPHER	PV-012154	70.50
158127	RAFF, DEIDRE	PV-012137	151.50
158128	RIEGERT, KAREN	PV-012143	141.00
158129	SANTIBANEZ, ALLISON	PV-012145	15.50
158130	SHAPLAND, CHERYL	PV-012146	85.50
158131	SHEA HINNAG, REBECCA	PV-012153	32.50
158132	TALILI, MAILUMAI	PV-012147	204.00
158133	TERHUNE, CYNTHIA	PV-012148	231.50
158134	WESTON, KELLY	PV-012149	79.00
158135	WIEDEMAN, LORI	PV-012150	80.00
158136	WOLFSON, DONNA	PV-012151	89.00
158137	YOTA, DENISE	PV-012152	44.50
158138	ROSS, KRISTEN	PV-012144	97.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....01/11/2011

Warrant Number	Name of Payee	Reference Number	Amount
158139	BAVCO	PV-012142	2,239.21
158140	CAL WEEKLY EXPLORER INC	PO-302820	45.00
158141	OCEAN INSTITUTE	PO-302175	7,050.00
158142	RSCCD	PO-303163	600.00
158143	CAPISTRANO CONNECTIONS ACADEMY	PV-012139	5,185.00
		PV-012140	3,843.00
		PV-012141	1,451.00
158144	OPPORTUNITY FOR LEARNING	PV-012136	1,057.00
		PV-012138	2,981.00
158145	MACMILLAN/MCGRAW-HILL	PO-302357	907.63
158146	MCGRAW-HILL	PO-302075	279.27
		PO-302076	279.27
158147	MCGRAW-HILL COMPANIES	PO-301091	882.20
		PO-302512	510.92
		PO-302612	3,172.77
		PO-302849	196.49
158148	MCGRAW-HILL COMPANIES	PO-301396	17,418.12
158149	MERCURY DISPOSAL SYSTEM INC.	PO-301050	3,261.06
158150	MODERN TREE	PO-302659	950.00
158151	MUNICIPAL UNDERGROUND SERVICES	PO-300388	2,971.25
158152	OFFICE DEPOT	PO-300715	103.98
		PO-300717	729.99
		PO-301689	77.80
		PO-302252	445.73
		PO-302484	56.20
		PO-302487	120.25
		PO-302644	226.54
		PO-302790	424.78
158153	ONE STOP BINDERY	PO-300248	1,400.00
158154	QUICK SORT INC	PO-300270	95.02
158155	RUSCO INC	PO-300506	4,863.25
158156	SIERRA SOIL	PO-300454	6,206.69
158157	SMARDAN SUPPLY COMPANY	PO-300479	126.28
158158	SMART & FINAL	PO-300186	36.70
		PO-300694	60.38
		PO-301942	40.79
		PO-302435	140.98
		PO-302757	47.38
158159	SMART & FINAL	PO-300788	214.69
158160	SPICERS PAPER CO	PO-300247	1,197.20
158161	TONY'S LOCKSMITH SERVICE	PO-300488	40.90
158162	WORLD OF AWNINGS & CANOPIES	PO-302057	1,388.73
		PO-302186	3,674.78
		PO-302404	2,670.63
158163	ZEE MEDICAL	PO-302244	189.56

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....01/11/2011

Warrant Number	Name of Payee	Reference Number	Amount
158164	OFFICE DEPOT	PO-300058	363.92
158165	OFFICE DEPOT	PO-300048	2,797.85
158166	BOWIE ARNESON WILES &	PO-302720	1,507.32
158167	CITY OF SAN JUAN CAPISTRANO	PO-303026	5,594.53
158168	COUNTY OF ORANGE-WASTE MNGT	PO-300276	1,897.43
158169	SAN DIEGO GAS & ELECTRIC	PO-300464	33,560.69
158170	SANTA MARGARITA WATER	PO-300463	628.10
158171	SO CAL GAS CO	PO-300274	15,639.59
158172	SOUTHERN CALIFORNIA EDISON	PO-301282	54,345.97
158173	A Z BUS SALES INC	PO-300963	447.20
158174	AARDVARK CLAY	PO-302084	717.89
		PO-303003	700.00
158175	AIR CYCLE CORPORATION	PO-301049	53.57
158176	ALISO VIEJO AUTO SERVICE	PO-300970	371.54
158177	ALLEN CADILLAC GMC	PV-012165	248.98
158178	ANDERSON'S IT'S ELEMENTARY	PO-302557	505.85
158179	ARAMARK UNIFORM SERVICE	PO-300961	1,152.81
158180	ARBOR SCIENTIFIC	PO-302851	767.75
158181	BLU-WISE MGMT INC	PO-302934	183.79
158182	CDWG Inc	PO-300566	369.23
158183	GOLDEN RULE BINDERY	PO-302883	587.20
158184	GRAVOGRAPH-NEW HERMES	PO-302860	895.44
158185	IBBS	PO-302215	31.54
158186	INSIGHT SYSTEMS EXCHANGE	PO-302473	1,634.55
		PO-302520	1,089.69
158187	LAKESHORE LEARNING MATLS	PO-302233	155.81
158188	LINGUI SYSTEMS INC	PO-302743	165.80
		PO-302745	99.95
158189	LOPEZ-MADDOX, KEN	PV-012167	74.50
158190	PACIFIC ROOFING SYSTEMS	PO-302532	14,759.00
158191	ARROWHEAD WATER	PO-301541	75.25
		PO-301542	85.17
158192	LAKESHORE LEARNING MATLS	PO-301650	301.61
		PO-301895	145.22
158193	TANDUS FLOORING INC.	PO-301616	1,741.66
158194	MOHIT, MARGARET	PV-012168	558.55
158195	ACTION LEARNING SYSTEMS INC	PO-301118	754.00
		PO-301127	676.00
		PO-301154	617.50
		PO-301180	1,196.00
		PO-301181	3,510.00
		PO-301183	1,279.20
		PO-301269	715.00
		PO-301405	823.00
		PO-301579	904.80

**EXHIBIT B**  
**(22 of 25)**



Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....01/11/2011

Warrant Number	Name of Payee	Reference Number	Amount
158196	CAMPCO	PO-301492	9,100.00
158197	DEPT OF GENERAL SERVICES	PO-303257	16,830.00
158198	HARBOTTLE LAW GROUP	PO-301305	8,305.72
158199	KOCE TV FOUNDATION	PO-302885	35,194.55
158200	KRANTZ, TRICIA ELIZABETH	PO-301922	669.60
158201	LUCE FORWARD HAMILTON &	PO-302502	39,703.68
158202	MEET THE MASTERS	PO-300697	2,928.00
158203	MELISSA KOB	PO-302419	280.00
158204	STUTZ ARTIANO SHINOFF & HOLTZ	PO-301913	2,611.00
158205	ELAINE COGGINS	PO-300513	1,600.00
158206	KRANTZ, TRICIA ELIZABETH	PO-301922	50.40
158207	LYNDA K DURAND	PO-300510	1,000.00
158208	BLIND CHILDRENS LRNG CTR	PO-301514	2,227.50
		PO-301629	2,163.00
158209	CINNAMON HILLS SCHOOL	PO-300413	2,565.00
		PO-300414	2,565.00
		PO-300417	5,400.00
158210	COMAN, STEVAN AND LAUREN	PO-302970	732.27
158211	CSBA'S PRACTI-CAL	PO-302279	509.39
158212	DEVEREUX TEXAS TREATMENT	PO-300830	2,719.20
158213	HEAR NOW dba	PO-301472	485.00
158214	HERBERT, DEBRA	PO-301981	840.00
		PO-301990	720.00
		PO-301992	480.00
		PO-302276	960.00
158215	KAKUDA, BARBARA L.AND DEAN	PO-303133	400.00
158216	KRUEGER AND/OR, DANNY	PO-301361	1,075.03
158217	OCEANVIEW SCHOOL	PO-300418	4,296.00
		PO-301962	4,296.00
		PO-302984	3,184.00
158218	ORANGE CTY DEPT EDUC	PO-302417	157,448.51
158219	PATTERSON, PAMELA	PO-301634	2,190.00
158220	RAINBOW CONNECTION	PO-300861	309.00
158221	RANGEL-FRIEDMAN, DEBORAH	PO-301359	705.58
158222	ROZENBERG, ABBY	PO-301129	1,500.00
158223	WERTHEIM, MATTHEW AND CAROLYN	CL-000392	1,765.79
158224	WERTHEIMER-GALE & ASSOCIATES	PO-300860	175.50
158225	CMRS-TMS	PO-300242	35,000.00
158226	COX COMMUNICATIONS	PO-301006	1,546.89
		PO-301249	603.30
158227	HERFF JONES INC	PO-302266	38.71
158228	LOCKRIDGE, TOM	PO-302800	1,512.17
158229	MARSHALL MEMO LLC	PO-302372	50.00
		PO-302379	50.00
158230	MAYER-JOHNSON CO	PO-301574	3,536.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....01/11/2011

Warrant Number	Name of Payee	Reference Number	Amount
158231	MCBEE SYSTEMS INC	PO-302169	143.14
158232	MISSION VIEJO GLASS	PO-300290	570.00
158233	MNJ TECHNOLOGIES DIRECT INC	PO-301986	336.27
		PO-302013	76.10
158234	MODERN SIGNS PRESS INC	PO-302128	326.42
		PO-302464	152.97
158235	MR CLEAN MAINTENANCE SYSTEMS	PO-302641	9,460.00
158236	NASCO WEST	PO-300776	5.83
		PO-302701	218.15
		PO-302765	796.65
		PV-012170	27.67
158237	NATL SCHOOL PRODUCTS	PO-302370	189.24
158238	OFFICE DEPOT	PO-302252	75.98
		PO-303084	73.34
158239	SCANTRON SERVICE GROUP	PO-303090	25.80
158240	SOUTH COAST FAMILY MEDI CENTER	PO-300003	1,955.00
		PO-302295	210.00
158241	STAPLES ADVANTAGE	PO-300158	467.08
		PO-300548	67.23
		PO-300562	158.75
		PO-300619	324.19
		PO-300621	30.67
		PO-300663	407.24
		PO-300720	818.69
		PO-300816	150.93
		PO-301557	71.11
		PO-302751	59.76
		PO-302760	18.38
		PO-302852	54.18
		PO-302953	164.54
		PO-302955	59.16
158242	STERICYCLE INC	PO-300734	280.88
158243	WARDS NATURAL SCIENCE	PO-301509	156.52
		PO-301511	450.14
		PO-301583	680.43
		PO-302247	335.36
		PO-302442	174.11
158244	WATERLINES TECHNOLOGIES INC	PO-300507	84.82
		PO-303027	13,191.07
158245	WILLIAM V. MACGILL & CO.	PO-302411	230.10
158246	WOODBURN PRESS	PO-302388	264.22
158247	WOODWIND & BRASSWIND	PO-302571	57.50
158248	WOODWORKERS SUPPLY	PO-302320	260.39
158249	YOUNGS GUIDE TO GLIDES	PO-302392	25.22
158250	OFFICE DEPOT	PO-300048	240.21

**EXHIBIT B**  
**(24 of 25)**

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2010-11 =====\*  
Board of Trustees Meeting.....01/11/2011

Warrant Number	Name of Payee	Reference Number	Amount
158251	STAPLES ADVANTAGE	PO-301187	150.67
		PO-302454	572.85
		PO-302456	572.85
		PO-302457	580.73
158252	AUTO SHOP EQUIP CO INC	PO-303048	142.50
158253	DICK'S SPORTING GOODS	PO-302640	122.73
158254	OCEAN INSTITUTE	PO-303149	3,190.00
158255	ADMINSTRATIVE SOFTWARE	PO-301349	1,299.13
158256	BRISTOW-SHANDRO, DREW	PV-012171	80.50
158257	BRUNSON JR., LARRY W.	PV-012173	133.00
158258	CROSS, MELINDA	PV-012175	205.50
158259	DARLING, MARTY	PV-012191	274.00
158260	DOUGLAS, TERRI A.	PV-012176	207.50
158261	EFFENBERGER, PATRICIA	PV-012178	26.00
		PV-012179	72.00
158262	ELLIS, SHAWNA	PV-012180	62.00
158263	GAMACHE, PATRICIA	PV-012181	40.00
158264	GLASSEN, NINA	PV-012182	45.50
158265	HOGBIN, RICH	PV-012183	57.00
158266	MATIENZO, NINA RIE	PV-012184	116.50
158267	MCELROY, DEAN	PV-012185	65.00
158268	METTERT, LISA M	PV-012186	65.50
158269	MITCHELL, KAREN P	PV-012187	197.50
158270	PULIDO, DEBBIE	PV-012188	28.00
158271	ROGERS, MALISSA	PV-012189	18.00
158272	THOMAS, CANDIS A	PV-012190	49.50
158273	CARSE, BARBARA	PV-012174	52.00
158274	EDEN, CRIS	PV-012177	87.00
158275	BROCKMAN, CARY	PV-012172	79.50
877 Warrants			\$8,192,270.50



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

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

**EXHIBIT C  
(1 of 4)**

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

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

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

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

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

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

**EXHIBIT C  
(4 of 4)**



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **DONATION OF FUNDS/EQUIPMENT**

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**BACKGROUND INFORMATION**

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

**CURRENT CONSIDERATIONS**

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

**FINANCIAL IMPLICATIONS**

Items other than cash gifts have no financial impact on the budget. Gifts of cash provide additional funds in the amount of \$95,970.92 for District schools and will be reflected in the appropriate accounts in the 2010-2011 budget.

**STAFF RECOMMENDATION**

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

<b><u>DONATED BY</u></b>	<b><u>AMOUNT</u></b>	<b><u>PURPOSE</u></b>	<b><u>SCHOOL</u></b>
Tom Prince	1,422.00	second grade assemblies	Don Juan Avila
DJAES PTA	3,041.81	art supplies and a computer	Don Juan Avila
Forester Ranch Ed. Foundation	4,017.00	fifth grade camp	Truman Benedict
Bergeson PTA	896.10	library computers	Marian Bergeson
Bergeson PTA	90.00	fourth grade assembly	Marian Bergeson
Bergeson PTA	794.00	first grade field trip	Marian Bergeson
Ed Horovitz	0.00	a fax machine	Marian Bergeson
Canyon Vista PTA	350.00	third grade assemblies	Canyon Vista
Crown Valley PTA	1,634.52	library computers	Crown Valley
Lawrence & Christine Arbiso	125.00	the music program	Ladera Ranch Elementary
Tamra Barney	125.00	the music program	Ladera Ranch Elementary
Ladera Ranch Ed. Foundation	4,800.00	charter transportation	Ladera Ranch Elementary
Ladera Ranch Ed. Foundation	24,096.00	outdoor science camp	Ladera Ranch Elementary
Ladera Ranch Ed. Foundation	3,230.00	a nurse	Ladera Ranch Elementary
Ladera Ranch Ed. Foundation	1,320.00	teacher stipends	Ladera Ranch Elementary
Ladera Ranch Elementary PTA	2,817.00	Meet the Masters program	Ladera Ranch Elementary
Lobo Elementary School PTA	1,499.57	Meet the Masters program	Clarence Lobo

Donation of Funds/Equipment  
January 11, 2011  
Page 2

Marblehead PTA	500.00	noontime sports program	Marblehead
Moulton PTA	802.00	Discovery Streaming	Moulton
Simpler Life Emergency, Inc.	467.85	miscellaneous supplies	Oso Grande
Palisades PTA	402.42	miscellaneous supplies	Palisades
San Juan Elementary PTA	593.68	books	San Juan
Screamin Coupons, Inc.	132.02	miscellaneous supplies	Tijeras Creek
United Health Group	200.00	Fast Math program	Tijeras Creek
George White PTA	684.60	Video streaming	George White
Janaina Lopes	100.00	Las Palmas Learning Link	School Readiness
Flavio Figueroa	100.00	Las Palmas Learning Link	School Readiness
Charity Wenger	100.00	Las Palmas Learning Link	School Readiness
Kaori Abe & Todd Lipscomb	100.00	Las Palmas Learning Link	School Readiness
Selene Figueroa	100.00	Las Palmas Learning Link	School Readiness
Priscilla Parrish-Crother	1,000.00	miscellaneous supplies	Marco Forster
Kyle Adler	276.96	miscellaneous supplies	Marco Forster
CR & R	978.20	instructional materials	Ladera Ranch Middle School
LRMS PTA	4,924.07	classroom technology	Ladera Ranch Middle School
Las Flores Middle School PTA	329.52	instructional supplies	Las Flores Middle School
Las Flores Middle School PTA	4,120.80	SchoolLoop	Las Flores Middle School
Mr. and Mrs. David Crockett	200.00	English books	Newhart
Niguel Hills PTSA	4,392.80	SchoolLoop	Niguel Hills
SMS Educational Foundation	9,813.00	computers	Shorecliffs
MAKO Educational Foundation	9,395.00	Apple leases	Vista del Mar Middle School
San Clemente High School PTSA	6,000.00	classroom materials	San Clemente High School

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **CONSULTING AGREEMENT, INSTRUCTIONAL SCIENCE PROGRAM  
AND ASSEMBLIES – DISCOVERY SCIENCE CENTER**

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**BACKGROUND INFORMATION**

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

**CURRENT CONSIDERATIONS**

This agenda item requests approval of the attached consulting agreement to provide instructional science program and assemblies for CUSD students – Discovery Science Center (Exhibit A).

**FINANCIAL IMPLICATIONS**

Financial Impact: Services per fee schedule  
Funding Source: Funds for services will come from the appropriate accounts

**STAFF RECOMMENDATION**

It is recommended the Board approve this consulting agreement to provide instructional science program and assemblies – Discovery Science Center.





## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Discovery Science Center 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:** Instructional science programs and assemblies.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on January 12, 2011, and will diligently perform as required and complete performance by December 31, 2011.

CONTRACTOR'S NAME: Discovery Science Center CONTRACT No. I1011101

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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:**

Discovery Science Center  
2500 N. Main St.  
Santa Ana, CA 92705  
(714) 913-5030

**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: Discovery Science Center CONTRACT No. I1011101

**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 12th DAY OF January, 2011.

Capistrano Unified School District

Name of District

Discovery Science Center

Contractor Name

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

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

Terry Fluent

Typed Name

\_\_\_\_\_

Typed or Printed Name

Director, Purchasing

Title

\_\_\_\_\_

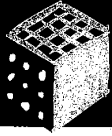
Title

January 11, 2011

Board Approval Date

\_\_\_\_\_

Taxpayer Identification Number



**DISCOVERY**  
**SCIENCE CENTER**

Good Afternoon Mr. Hagen,

**EXHIBIT A**

The prices for our programs are:

Assemblies	\$295.00 per assembly
Science to Go classes	\$9.50 per student
Dissections	\$12.00 per student
Field Trips	\$8.00 per student; \$10.00 per adult (required Chaperones free)
-Optional Movie	+\$2.00 per person

Thank you,  
Pamela Nagahori  
Group Sales Manager  
714.913.5025

Adam Jacobson  
Group Bookings Coordinator  
714.263.3806

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

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **CONSULTING AGREEMENT, PHYSICAL THERAPY ASSESSMENTS –  
JOY FOR KIDS PHYSICAL THERAPY, INC.**

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**BACKGROUND INFORMATION**

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

**CURRENT CONSIDERATIONS**

This agenda item requests approval of the attached consulting agreement to provide physical therapy assessments for CUSD students, on an as-needed basis – Joy for Kids Physical Therapy, Inc. (Exhibit A).

**FINANCIAL IMPLICATIONS**

Financial Impact: Services on an as-needed basis, per fee schedule  
Funding Source: General Fund

**STAFF RECOMMENDATION**

It is recommended the Board approve this consulting agreement to provide physical therapy assessments – Joy for Kids Physical Therapy, Inc.



CONTRACTOR'S NAME: Joy for Kids Physical Therapy, Inc. CONTRACT No. I1011100



## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Joy for Kids Physical Therapy, Inc. hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Physical therapy assessment for CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on October 1, 2010, and will diligently perform as required and complete performance by June 30, 2011.

**CONTRACTOR'S NAME:** Joy for Kids Physical Therapy, Inc. **CONTRACT No.** 11011100

**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:** Joy for Kids Physical Therapy, Inc. **CONTRACT No.** 11011100

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:** Joy for Kids Physical Therapy, Inc. **CONTRACT No.** 11011100

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:**

Joy for Kids Physical Therapy, Inc.  
Joy Huguet  
2031 W. Alameda Ave. #210  
Burbank, CA 91506

**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: Joy for Kids Physical Therapy, Inc. CONTRACT No. 11011100

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF January, 2011.

Capistrano Unified School District

Name of District

Joy for Kids Physical Therapy, Inc.

Contractor Name

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

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

Terry Fluent

Typed Name

\_\_\_\_\_

Typed or Printed Name

Director, Purchasing

Title

\_\_\_\_\_

Title

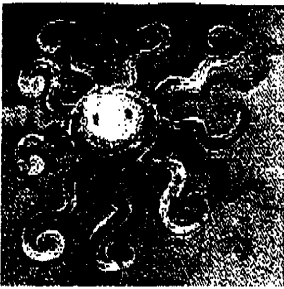
January 11, 2011

Board Approval Date

\_\_\_\_\_

Taxpayer Identification Number

## EXHIBIT A

**Joy For Kids Physical Therapy, Inc.****Joy Huguet, MPT**

Physical Therapist

2031 West Alameda Avenue

Suite 210

Burbank, California 91506

cell# (818) 209-5092

fax# (818) 861-7502

jhu460@earthlink.net

**PHYSICAL THERAPY FEES FOR 2009-2010 SCHOOL YEAR**

<b>Physical Therapy Evaluation (at school or in the clinic)</b>	<b>\$375.00</b>
<b>Physical Therapy Treatment (at school or in the clinic)</b>	<b>\$95.00 per hour</b>
<b>Physical Therapy Consultation</b>	<b>\$95.00 per hour</b>
<b>IEP Attendance</b>	<b>\$80.00 per hour (and \$20 for each 15 minutes after the first hour)</b>
<b>Progress report/Quarterly/Triennial Report</b>	<b>\$80.00 per report</b>
<b>Travel time</b>	<b>\$75.00 per hour</b>

Please call if you have any questions. Thank you!

Joy Huguet

EXHIBIT A

(8 of 9)

**Exhibit B**  
**SERVICE/PROGRAM MONITORING**

Consultant shall allow periodic monitoring of the pupil's instructional program or therapy by DISTRICT and shall be invited to participate in the review of the pupil's progress by the DISTRICT. Representatives of DISTRICT shall have access to observe the pupil at work, to monitor the instructional setting, to interview CONSULTANT, and to review the pupil's progress. CONSULTANT agrees that DISTRICT representatives may make unannounced monitoring visits upon presentation of identification at site office.

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

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





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **CONSULTING AGREEMENT, NUTRITION EDUCATION AND  
PHYSICAL ACTIVITY DEMONSTRATIONS – S&L ENTERPRISES**

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**BACKGROUND INFORMATION**

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

**CURRENT CONSIDERATIONS**

This agenda item requests approval of the attached consulting agreement to provide nutrition education and physical activity demonstrations for students and parents – S&L Enterprises (Exhibit A).

**FINANCIAL IMPLICATIONS**

Financial Impact: Services per fee schedule  
Funding Source: Food and Nutrition Services

**STAFF RECOMMENDATION**

It is recommended the Board approve this consulting agreement to provide nutrition education and physical activity demonstrations – S&L Enterprises.





## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and S&L Enterprises 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:** Nutrition education and physical activity demonstrations for students and parent groups.

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

CONTRACTOR'S NAME: S&L Enterprises

CONTRACT No. 11011099

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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:**

S&L Enterprises  
PO Box 80655  
Rancho Santa Margarita, CA 92688

**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: S&L Enterprises CONTRACT No. 11011099

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 12th DAY OF January, 2011.

Capistrano Unified School District  
Name of District

S&L Enterprises  
Contractor Name

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

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

Terry Fluent  
Typed Name

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

Director, Purchasing  
Title

\_\_\_\_\_  
Title

January 11, 2011  
Board Approval Date

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

EXHIBIT A  
**FEE SCHEDULE**

**S&L Enterprises**  
P.O. Box 80655  
Rancho Santa Margarita, CA 92688  
Office #: 949-274-5691  
Fax #: 866-936-1691  
SL\_Enterprises@cox.net

**Description of Services**

Conducts nutrition education and physical activity demonstrations for students  
and parent groups.  
Activities will follow the guidelines of the California Nutrition Network

**Rate of Pay & Expenses**

\$65.00 hour  
(no reimbursement for expenses)

Signature \_\_\_\_\_ Date 12/2/10

Typed or Printed Name Lenea Pollett

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

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **CONSULTING AGREEMENT, HEALTHY COOKING  
DEMONSTRATIONS AND ASSEMBLIES – PROJECTS UNLIMITED,  
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 to provide healthy cooking demonstrations and assemblies for parents, teachers, and students – Projects Unlimited, Inc. (Exhibit A).

**FINANCIAL IMPLICATIONS**

Financial Impact: Services per fee schedule  
Funding Source: Food and Nutrition Services

**STAFF RECOMMENDATION**

It is recommended the Board approve this consulting agreement to provide healthy cooking demonstrations and assemblies – Projects Unlimited, Inc.



CONTRACTOR'S NAME: Projects Unlimited, Inc. CONTRACT No. I1011098



## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Projects Unlimited, 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:** Healthy cooking demonstrations  
and assemblies for parents, teachers and students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on January 1, 2010, and will diligently perform as required and complete performance by June 30, 2011.

CONTRACTOR'S NAME: Projects Unlimited, Inc. CONTRACT No. I1011098

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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:**

Projects Unlimited, Inc.  
5625 Windsor Way #208  
Culver City, CA 90230  
(310) 897-0865

**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: Projects Unlimited, Inc. CONTRACT No. 11011098

**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 12th DAY OF January, 2011.

Capistrano Unified School District

Name of District

Projects Unlimited, Inc.

Contractor Name

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

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

Terry Fluent

Typed Name

\_\_\_\_\_

Typed or Printed Name

Director, Purchasing

Title

\_\_\_\_\_

Title

January 11, 2011

Board Approval Date

\_\_\_\_\_

Taxpayer Identification Number

## FEE SCHEDULE

Projects Unlimited Inc  
5625 Windsor Way #208  
Culver City Ca, 90230  
P (310)897-0865  
Fax (310)216-7332  
[renief4@yahoo.com](mailto:renief4@yahoo.com)

Description of Services: Parent and Student hands on healthy cooking classes

All inclusive fee: \$500 for up to 40 participants

\$15 for every additional participant

Student only hands on classroom presentations.

\$350 all inclusive fee for up to 30 students

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **CONSULTING AGREEMENT, SPEECH IMPROVEMENT WORKSHOP -  
JENNIFER TAPS**

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**BACKGROUND INFORMATION**

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

**CURRENT CONSIDERATIONS**

This agenda item requests approval of the attached consulting agreement to provide a speech improvement workshop for special education staff that provides efficient assessment and treatment for students with speech disorders as a model for articulation and remediation – Jennifer Taps (Exhibit A).

**FINANCIAL IMPLICATIONS**

Financial Impact: Workshop costs per fee schedule  
Funding Source: General Fund

**STAFF RECOMMENDATION**

It is recommended the Board approve this consulting agreement to provide a speech improvement workshop for special education staff – Jennifer Taps.



CONTRACTOR'S NAME: Jennifer Taps

CONTRACT No. 11011097



## INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Speech improvement workshop for staff to provide efficient assessment and treatment for students with speech disorders as a model for articulation and remediation.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 1, 2010, and will diligently perform as required and complete performance by June 30, 2011.

CONTRACTOR'S NAME: Jennifer Taps CONTRACT No. I1011097

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: See 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: N/A.

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

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



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

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

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

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

CONTRACTOR'S NAME: Jennifer Taps CONTRACT No. 11011097

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:**

Jennifer Taps  
4809 Chateau Dr.  
San Diego, CA 92117  
(619) 977-1453

**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: Jennifer Taps CONTRACT No. 11011097

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF January, 2011.

Capistrano Unified School District  
Name of District

Jennifer Taps  
Contractor Name

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

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

Terry Fluent  
Typed Name

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

Director, Purchasing  
Title

\_\_\_\_\_  
Title

January 11, 2011  
Board Approval Date

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

**EXHIBIT A**

Jennifer Taps  
4809 Chateau Dr.  
San Diego, CA 92117  
  
(619)977-1453

One day staff development workshop regarding  
Speech Improvement Class Model for articulation and remediation.

\$1,500.00  
\$250.00 Travel expenses

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

**EXHIBIT B**  
**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**INDEPENDENT CONTRACTOR AGREEMENT**  
**CONTRACTOR: JENNIFER TAPS, M.A., CCC-SLP**  
**CONTRACT NO. I1011097**

**SPECIAL CONDITIONS**

**Page 3, Article 8, Copyright/Trademark/Patent** which reads as follows will be non-applicable and considered deleted from the contract.

“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.”





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

TO: Joseph M. Farley, Superintendent  
FROM: Ron Lebs, Deputy Superintendent, Business & Support Services  
SUBJECT: **CONSULTING AGREEMENT, MIND MUSIC KEYBOARD AND MUSIC  
INSTRUCTION – DANEEN PYSZ**

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**BACKGROUND INFORMATION**

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

**CURRENT CONSIDERATIONS**

This agenda item requests approval of the attached consulting agreement to provide MIND Music Program keyboard and music instruction for CUSD students – Daneen Pysz (Exhibit A).

**FINANCIAL IMPLICATIONS**

Financial Impact: Services per fee schedule  
Funding Source: Funds for services will come from the appropriate accounts

**STAFF RECOMMENDATION**

It is recommended the Board approve this consulting agreement to provide MIND Music Program keyboard and music instruction – Daneen Pysz.



CONTRACTOR'S NAME: Daneen Pysz

CONTRACT No. 11011102



## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Daneen Pysz 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:** MIND Music keyboard and music instruction.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on January 3, 2011, and will diligently perform as required and complete performance by December 31, 2011.

CONTRACTOR'S NAME: Daneen Pysz

CONTRACT No. I1011102

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: Music materials and keyboards.

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

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

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

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

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

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

CONTRACTOR'S NAME: Daneen Pysz

CONTRACT No. 11011102

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:** Daneen Pysz **CONTRACT No.** I1011102

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:**

Daneen Pysz  
33172 DeSoto Way  
Dana Point, CA 92629  
(949) 290-0381

**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: Daneen Pysz CONTRACT No. I1011102

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 12th DAY OF January, 2011.

Capistrano Unified School District  
Name of District

Daneen Pysz  
Contractor Name

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

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

Terry Fluent  
Typed Name

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

Director, Purchasing  
Title

\_\_\_\_\_  
Title

January 11, 2011

Board Approval Date

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

**Attachment "A"**  
**MIND Music Program Schedule 2010-2011**

<u>Mondays</u>	<u>Tuesdays</u>	<u>Wednesdays</u>
8:00-8:40	8:00-8:40	8:00-8:40
8:40-9:20	8:40-9:20	8:40-9:20
9:55-10:35	(80 minutes= 1hr & 20 min)	9:55-10:35
10:35-11:15		(120 minutes=2 hours)
(160 minutes=2 hr & 40 min)		

2 hours and 40 minutes on Mondays, 1 hour and 20 minutes on Tuesdays and 2 hours on Wednesdays + .5 hours per week for prep = 6.5 hours per week at \$35 hour = \$227.50 per week for 23 weeks (January 3-June 15) = \$5,232.50 total if paid in monthly increments for 6 months (January-June) - \$872.09 per month. Total payment may not exceed the total contract amount of \$5,232.50.

A weekly timesheet will be maintained with the Music Teacher signing out each day verifying actual hours providing music instruction and prep in accordance with this schedule. No consideration is to be made for sick days or holidays. Payment under this Fee Schedule is coordinated by Capistrano Unified School District and is not the responsibility of Oak Grove PTA.

**Work Schedule:**

1/3-1/6, 1/10-1/12, 1/17-1/19, 1/24-1/26  
 1/31-2/2, 2/7-2/9, 2/14- 2/16, 2/21-2/23, 2/28-3/2  
 3/7-3/9, 3/14-3/16, 3/21-3/23, 3/28-3/30  
 4/11-4/13, 4/18-4/20, 4/25-4/27  
 5/2-5/4, 5/9-5/11, 5/16-5/18, 5/23-5/25, 5/31-6/1  
 6/6-6/8, 6/13-6/15

I agree and accept the terms as outlined above:

\_\_\_\_\_  
 Daneen Pysz, MIND MUSIC Independent Contractor

\_\_\_\_\_  
 Date

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

TO: Joseph M. Farley, Superintendent

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

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

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**BACKGROUND INFORMATION**

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

**CURRENT CONSIDERATIONS**

This agenda item requests approval of the attached consulting agreement for architectural services related to the completion of the San Juan Hills High School Stadium – PJHM Architects, Inc. (Exhibit A). The San Juan Hills High School Stadium project was approved by the Division of the State Architect on December 3, 2007, under application number 04-108716. During the course of construction, the northern or “Home” side of the stadium, the press box, relative electrical work, and the synthetic track surfacing were deleted from the project. The remainder of the project was completed in August of 2009. Architectural services are required to complete the above improvements.

**FINANCIAL IMPLICATIONS**

Financial Impact: Hourly rates per fee schedule, estimated maximum \$25,000, plus reimbursables estimated at \$2,500

Funding Source: CFD 98-2

**STAFF RECOMMENDATION**

It is recommended the Board approve this consulting agreement for architectural services related to the completion of the San Juan Hills High School Stadium project – PJHM Architects, Inc.





## Consultant Agreement

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

hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by CONSULTANT:** Architectural services related to the completion of San Juan Hills High School stadium project.

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on January 12, 2011 and will diligently perform as required and complete performance by completion of project.

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

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

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

6. **Materials:** CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: See Exhibit 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	PJHM Architects, Inc. 647 Camino De Los Mares, #201 San Clemente, CA 92673  (949) 496-6191

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

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

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

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

a. Exhibit A Fee Schedule (PJHM Proposal Dated 10/28/10)

b. Exhibit B Special Conditions

c. Exhibit C N/A

CONSULTANT NAME: PJHM Architects, Inc. Contract No. C1011096

This AGREEMENT is entered into this 12th Day of January, 2011.

DISTRICT:

CONSULTANT:

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

Terry Fluent, Director of Purchasing

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

Signature

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

\_\_\_\_\_  
Title

January 11, 2011

Board Approval Date

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



EXHIBIT A

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

7

October 28, 2010

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

Re: Proposal for Architectural Services for San Juan Hills High School Stadium Completion

Dear Randy,

PJHM Architects, Inc. is pleased to present the following proposal to you for the following project:

**Architectural Services for the Completion of San Juan Hills High School Stadium**

Project Description: The Stadium project was submitted to, and approved on 12/3/07, by DSA under application number 04-108716. During the course of construction, the northern / "Home" side of the stadium, the press box, associated electrical work and the synthetic track surfacing were deleted. The remainder of the project was completed in August of 2009. At this time the District desires to complete the above improvements. The project is required to be resubmitted to DSA. We will break our fee into two portions; Portion 1 is work required to update the plans, obtain a new DSA approval and re-bid the project. Portion 2 is our proposed fee to complete construction administration services.

**Portion 1 - Approval of new construction documents and assist in re-bidding the project:**

Based on the following project scope, PJHM Architects, Inc. proposes an **estimated hourly fee, not to exceed \$25,000.00.**

PJHM Architects, Inc. hourly rates are as follows:

Principal	\$ 200 per hour
Architect	\$ 160 per hour
Project Manager	\$ 135 per hour
Construction Administrator	\$ 135 per hour
CAD Drafter	\$ 100 per hour
DSA Coordinator	\$ 100 per hour
Construction Administration Assistant	\$ 80 per hour
Clerical	\$ 60 per hour
Services rendered by sub-consultants will be invoiced at cost plus 15%.	

**Preliminary Scope of Work**

- Pullout un-built items from existing approved 2001 CBC DSA plan set including the following items:
  - Installation of asphaltic track underlayment & removal of existing decomposed granite track
  - Installation of new rubberized track surface

EXHIBIT A

(8 of 13)

planning for education



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

Installation of the Home Bleachers to include a Wheelchair Lift, an Inclined Wheelchair Lift, masonry retaining wall, shotcrete below bleachers, chain link fencing, slot drain and drinking fountain

Installation of low voltage equipment and wiring of Press Box. Install feeder wire from Building E electrical room to track side utility enclosure.

- Update plans to 2007 CBC
- Obtain DSA approval of new document set
- Update previously approved bleacher drawings to the 2007 CBC
- Obtain deferred approval of updated bleacher drawings
- Assist the District in obtaining Bids by rendering interpretations and clarifications of the Drawings and Specifications in appropriate written form. Assist the District in conducting pre-award conferences with successful Bidders. Assist the District in investigating the competency of the bidders, and make to the District, a recommendation of award of Contracts.

#### **Portion 2 - Construction Administration.**

PJHM Architects, Inc. proposes to complete construction administration on the above project scope, utilizing the **new construction sliding Scale (Included within our original contract dated 6/17/99, CUSD High School #6, sliding scale shown below) based on the construction cost (shown below) of the project for Construction Administration for a total of 20% of the total Architectural Fee.** Upon calculation of our fee based on the acceptance of construction bids, we will provide a credit for previously invoiced work.

#### **Credit for previously invoiced work:**

During the course of San Juan Hills High School Stadium Phase II deductive items in Change Order 3 were created to remove all the un-built items listed in above. The deductive item amount of \$872,662.17 was not deducted from our fee, per our agreement. Since this work is now to be re-bid and constructed we are offering \$12,200.00 of our fee as a credit (fee on un-built work).

#### **Construction Cost**

1. The total award from the initial construction contract(s).
2. All costs associated with purchase orders initiated by the Owner which are specified or designed in the construction documents.
3. Amendments to the contract amount that increase the total construction cost, amount based on the additive item total for each Amendment Item.
4. Change Orders to the contract amount that increase the total construction cost, amount based on the additive item total for each Change Order.
5. All general condition costs.



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

**Architect's fee schedule (New Construction).**

1. Nine percent (9%) of the first five hundred thousand dollars (\$500,000.00) of Construction Cost.
2. Eight and one-half percent (8 1/2%) of the next five hundred thousand dollars (\$500,000.00) of Construction Cost.
3. Eight percent (8%) of the next one million dollars (\$1,000,000.00) of Construction Cost.
4. Seven percent (7%) of the next four million dollars (\$4,000,000.00) of Construction Cost.
5. Six percent (6%) of the next four million dollars (\$4,000,000.00) of Construction Cost.
6. Five percent (5%) of Construction Cost in excess of ten million dollars (\$10,000,000.00).

PJHM Architects, Inc. hourly rates are as follows:

Principal	\$ 200 per hour
Architect	\$ 160 per hour
Project Manager	\$ 135 per hour
Construction Administrator	\$ 135 per hour
CAD Drafter	\$ 100 per hour
DSA Coordinator	\$ 100 per hour
Construction Administration Assistant	\$ 80 per hour
Clerical	\$ 60 per hour

Services rendered by sub-consultants will be invoiced at cost plus 15%.

Please note that this proposal does not include the following services: field topographical survey.

This proposal only includes the previously established project scope. Any District initiated program changes will be invoiced based on the hourly rates listed above as an additional service.

Services rendered by sub-consultants for any Additional Services will be invoiced at cost plus 15%. Reimbursable expenses, such as printing, shipping, agency fees, etc., will be invoiced at cost plus 15%. We **estimate the total for reimbursable items at \$2,500.00.**

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

Sincerely,


  
Charlene Yarnall, Principal

EXHIBIT B  
SPECIAL CONDITIONS

CONSULTANT AGREEMENT NO. C1011096

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PJHM ARCHITECTS, INC.

Delete Article 9 below from original Consultant Agreement attached.

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

Incorporate new Article 9 into Consultant Agreement No. C1011096.

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

EXHIBIT B

**Special Conditions**

**Consultant Agreement No. C1011096**

**Page 2**

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

Delete Article 10 below from original Consultant Agreement attached.

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

Incorporate new Article 10 into Consultant Agreement No. C1011096.

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



**Special Conditions**  
**Consultant Agreement No. C1011096**  
**Page 3**

**EXHIBIT B**

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



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **CONSULTING AGREEMENT, SURVEYING AND CONSTRUCTION  
ENGINEERING SERVICES – BRITTON CONSULTING**

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**BACKGROUND INFORMATION**

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

**CURRENT CONSIDERATIONS**

This agenda item requests approval of the attached consulting agreement for surveying and construction engineering services for projects districtwide, on an as-needed basis – Britton Consulting (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 – Britton Consulting.





## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Britton Consulting 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 January 12, 2011, and will diligently perform as required and complete performance by December 31, 2011.

CONTRACTOR'S NAME: Britton Consulting

CONTRACT No. 11011095

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**DISTRICT:**

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

**CONTRACTOR:**

Britton Consulting  
309 Coronado St.  
Newport Beach, CA 92661  
\_\_\_\_\_

**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: Britton Consulting CONTRACT No. I1011095

**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 12th DAY OF January, 2011.

Capistrano Unified School District

Name of District

Britton Consulting

Contractor Name

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

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

Terry Fluent

Typed Name

\_\_\_\_\_

Typed or Printed Name

Director, Purchasing

Title

\_\_\_\_\_

Title

January 11, 2011

Board Approval Date

\_\_\_\_\_

Taxpayer Identification Number

EXHIBIT A

# BRITTON

*Consulting*

(949) 293-6431

November 8, 2010

Britton Consulting has over 20 years experience in engineering and has completed many successful projects with school districts. Some of our past projects' scopes have included: completion of grading, storm drains, curb and gutters, parking, underground utilities, handicapp paths of travel, hardscape, and paver work. We also have experience in working under State inspection. We understand the unique nature of working within school districts schedules and restrictions.

- Anaheim High School - Anaheim, CA (2007-2010)
- Dale Jr. High School - Anaheim, CA (2010)
- Lakewood High School - Lakewood, CA (2010)
- Hill Jr. High School - Long Beach, CA (2010)
- Twain CDC Elementary - Long Beach, CA (2010)
- Magnolia High School - Anaheim, CA (2009)
- Ball Jr. High School - Anaheim, CA (2009)
- Western High School - Anaheim, CA (2009)
- San Juan Hills High School - San Juan (2002-2005)

Our Labor Rate Schedule as of November 1, 2010 is as follows:

- 2-Man Survey Crews \$165.00 per hour (2 hour minimum)
- 2-Man Survey Crew @ \$650.00 per half day (4 hours)
- 2-Man Survey Crew @ \$1,200.00 per day (8 hours)

Rates include all labor and expenses and mileage from the Newport Beach office. Rates to remian the same for holidays and weekend work. No overtime or travel rate is charged.

Thank you for your interest in our services.

Tom Britton  
BRITTON CONSULTING

EXHIBIT A  
(8 of 8)

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BRITTON.TOM@HOTMAIL.COM • 309 CORONADO STREET • NEWPORT BEACH, CA • 92661

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **AWARD OF REQUEST FOR QUALIFICATIONS NO. 4-1011, DSA  
APPROVED INSPECTOR OF RECORD (IOR) - CONSULTING &  
INSPECTION SERVICES, KNOWLAND CONSTRUCTION SERVICES**

---

**BACKGROUND INFORMATION**

At the September 14, 2010, Board meeting, the Trustees authorized advertising RFQ No. 4-1011, DSA Approved Inspector of Record (IOR). The RFQ was designed and the scope of work and rating system were developed to meet the specific requirements of the District. The solicitation of proposals was received by 61 firms. The District received 23 proposals. These proposals are available for review in the Purchasing Department.

The 23 proposals were screened for adherence to the submittal requirements. The submittal requirements included the following five items that were to be addressed in the firm's proposal:

1. Title Page
2. Applicant/Firm Name
3. Firm Qualifications
4. Philosophy and Approach to Inspections
5. Fees/Insurance and Indemnification

The firms were also to submit five required forms and certifications. After review of all proposals, 14 firms were recommended for further evaluation.

The Evaluation Committee was comprised of:

- Randy Rowles, Executive Director, Facilities & Plant Operations
- John Forney, Director, Maintenance, Operations & Construction
- Karla Dallatorre, Account Clerk III
- Walt Eden, President, EdenCo
- Dave Bell and Christian Cochran, PJHM Architects

The Evaluation Committee reviewed the 14 proposals and ranked them according to criteria established in the RFQ. The firms were evaluated on the following:

1. Experience with similar school construction projects of comparable scope and complexity

2. Satisfactory references from school districts for projects of similar size and type
3. Qualifications and experience of key personnel that will staff project
4. Current workload and availability
5. Philosophy and approach to inspections
6. Fees

Based on the above process, the Evaluation Committee recommended that five firms be called back for an interview:

- Consulting & Inspection Services
- CQAG
- Knowland Construction Services
- R S Construction Services
- The G Crew/TGC Inspection

The interview panel, comprised of Mr. Rowles, Mr. Forney, Ms. Dallatore, and Mr. Eden, heard presentations from the five firms and held a question and answer period to further evaluate the experience and abilities of the firms to provide special inspections and materials testing services for the District.

The score sheets and ranking are available for review in the Purchasing Department. The selected firms will be required to execute the District's standard consultant agreement. The firms will be used on an as-needed basis. The agreement consists of an initial one-year term with two additional annual renewals at the option of the Board of Trustees.

### **CURRENT CONSIDERATIONS**

This agenda item seeks the award of RFQ No. 4-1011, DSA Approved Inspector of Record to Consulting & Inspection Services and Knowland Construction Services. Both firms provided sufficient evidence of their capability to perform the expected scope of services. The firms were chosen based upon their high level of technical qualifications and professionalism. This selection process provides two new consultants to join those firms currently under contract with CUSD for the construction and delivery of many important projects.

### **FINANCIAL IMPLICATIONS**

Financial Impact: Services per fee schedules  
Funding Source: Funds for services will come from the appropriate accounts, depending on project

### **STAFF RECOMMENDATION**

It is recommended the Board of Trustees award RFQ No. 4-1011, DSA Approved Inspector of Record to Consulting & Inspection Services and Knowland Construction Services for services on an as-needed basis.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **AWARD OF REQUEST FOR QUALIFICATIONS NO. 5-1011, SPECIAL INSPECTIONS AND MATERIALS TESTING – MTGL, INC., NINYO & MOORE, TWINING, INC.**

---

**BACKGROUND INFORMATION**

At the September 14, 2010, Board meeting, the Trustees authorized advertising RFQ No. 5-1011, Special Inspections and Materials Testing. The RFQ was designed and the scope of work and rating system were developed to meet the specific requirements of the District. The solicitation of proposals was received by 51 firms. The District received 12 proposals. These proposals are available for review in the Purchasing Department.

The proposals were screened for adherence to the submittal requirements. The submittal requirements included the following five items that were to be addressed in the firm's proposal:

1. Title Page
2. Applicant/Firm Name
3. Firm Qualifications
4. Litigation
5. Fees/Insurance and Indemnification

The firms were also to submit five required forms and certifications. All 12 firms were recommended for further evaluation.

The Evaluation Committee was comprised of:

- Randy Rowles, Executive Director, Facilities & Plant Operations
- John Forney, Director, Maintenance, Operations & Construction
- Karla Dallatorre, Account Clerk III
- Walt Eden, President, EdenCo
- Dave Bell and Christian Cochran, PJHM Architects

The Evaluation Committee reviewed the 12 proposals and ranked them according to criteria established in the RFQ. The firms were evaluated on the following:

1. Experience with similar school construction projects of comparable scope and complexity
2. Satisfactory references from school districts for projects of similar size and type
3. Qualifications and experience of key personnel that will staff project
4. Current workload and availability
5. Litigation History
6. Fees

Based on the above process, the Evaluation Committee recommended that three firms be recommended for approval.

- MTGL, Inc.
- Ninyo & Moore
- Twining, Inc.

The score sheets and ranking are available for review in the Purchasing Department. The selected firms will be required to execute the District's standard consultant agreement. The firms will be used on an as-needed basis. The agreement consists of an initial one-year term with two additional annual renewals at the option of the Board of Trustees.

### **CURRENT CONSIDERATIONS**

This agenda item seeks the award of RFQ No. 5-1011 to MTGL, Inc., Ninyo & Moore, and Twining, Inc. All firms provided sufficient evidence of their capability to perform the expected scope of services. The firms were chosen based upon their high level of technical qualifications and professionalism. This selection process provides exceptional consultants to join those firms currently under contract with CUSD for the construction and delivery of many important projects.

### **FINANCIAL IMPLICATIONS**

Financial Impact:	Services per fee schedules
Funding Source:	Funds for services will come from the appropriate accounts, depending on project

### **STAFF RECOMMENDATION**

It is recommended the Board of Trustees award RFQ No. 5-1011, Special Inspections and Materials Testing to MTGL, Inc., Ninyo & Moore, and Twining, Inc. for services on an as-needed basis.



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **FINAL ACCEPTANCE AND NOTICE OF COMPLETION OF BID NO. 0809-13, DANA HILLS HIGH SCHOOL GYMNASIUM MODERNIZATION, GYMNASIUM FLOOR AND BLEACHER REPLACEMENT – PAUL C. MILLER CONSTRUCTION COMPANY INC.**

---

**BACKGROUND INFORMATION**

At the May 9, 2009, Board meeting, Trustees awarded Bid No. 0809-13, Dana Hills High School Gymnasium Modernization, Gymnasium Floor and Bleacher Replacement, to Paul C. Miller Construction Company, Inc. in the amount of \$619,000. At the November 9, 2010, Board meeting, Change Order No. 1 was approved for of \$28,961.21 increasing the contract total to \$647,961.21.

**CURRENT CONSIDERATIONS**

This agenda item requests the Board accept Bid No. 0809-13, Dana Hills High School Gymnasium Modernization, Gymnasium Floor and Bleacher Replacement as complete. The minor corrective items identified in the punch list have been completed and all work has been inspected. All training and warranty manuals have been provided to the District. Pay Application No. 5 for the change order and retention due has been signed off by the District, the architect, and the contractor. In order to pay the retention on this work, it is necessary to file a Notice of Completion (Exhibit A).

The Notice of Completion must be recorded within 10 days of acceptance of the completion of the project by the Trustees. The retention will be released to the contractor 35 days after recording the Notice of Completion, per Public Contract Code §7101.

**FINANCIAL IMPLICATIONS**

Financial Impact: \$647,921.21 (Release of Retention)  
Funding Source: Deferred Maintenance

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve filing the Notice of Completion for Bid No. 0809-13, Dana Hills High School Gymnasium Modernization, Gymnasium Floor and Bleacher Replacement, and release the retention that was withheld from the contractor.

**This is an ORIGINAL This space is for recorder's use only]**

**Capistrano Unified School District  
T. Fluent – Purchasing Department  
33122 Valle Road  
San Juan Capistrano, CA 92675**



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **INCOME AGREEMENT, LEADERSHIP AND LIBRARY MEDIA  
SUPPORT SERVICES – ORANGE COUNTY DEPARTMENT OF  
EDUCATION**

---

**BACKGROUND INFORMATION**

The District requires the services of a credentialed librarian to provide leadership and library/media support services including, but not limited to, information, legislative updates, network opportunities, resource acquisition, coordination of state requirements, and training. The Orange County Department of Education is specially trained, experienced, and competent to perform the special services required by the District. The services are required on a limited basis.

**CURRENT CONSIDERATIONS**

This agenda item requests approval of the attached income agreement for leadership and library media support services – Orange County Department of Education (Exhibit A).

**FINANCIAL IMPLICATIONS**

Financial Impact: \$10,000  
Funding Source: School Library Improvement Block Grant

**STAFF RECOMMENDATION**

It is recommended the Board approve this income agreement for leadership and library media support services – Orange County Department of Education.



CAPISTRANO UNIFIED SCHOOL DISTRICT  
INCOME AGREEMENT

This AGREEMENT is hereby entered into this 1st day of July, 2010, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and the 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 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; and

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

WHEREAS, SUPERINTENDENT 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. DISTRICT hereby engages SUPERINTENDENT 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, SUPERINTENDENT shall

1 provide the following services for Educational Technology Services  
2 for Instructional Services Programs:

3 1.1 Provide the services of a credentialed Librarian to  
4 provide leadership and library/media support services,  
5 which includes but is not limited to, information,  
6 legislative updates, network opportunities, resource  
7 acquisition, coordination of State requirements and  
8 training.

9 2.0 TERM. This AGREEMENT shall commence on July 1, 2010, and end  
10 on June 30, 2011, subject to termination as set forth in Section 11.0  
11 of this AGREEMENT.

12 3.0 COMPENSATION. DISTRICT agrees to pay the SUPERINTENDENT for  
13 services satisfactorily performed pursuant to Section 1.0 of this  
14 AGREEMENT a total sum not to exceed Ten thousand dollars  
15 (\$10,000.00). Payment shall be made to SUPERINTENDENT within thirty  
16 (30) days from receipt of an accurate invoice. Payment shall be  
17 mailed to: Orange County Superintendent of Schools, Attn: Accounting  
18 Manager, 200 Kalmus Drive, P. O. Box 9050, Costa Mesa, California  
19 92628-9050, or at such other place as SUPERINTENDENT may designate in  
20 writing.

21 4.0 EXPENSES. DISTRICT shall not be liable to SUPERINTENDENT for  
22 any costs or expenses paid or incurred by SUPERINTENDENT in  
23 performing services for DISTRICT, except as follows: N/A.  
24 SUPERINTENDENT shall be required to provide receipts for all travel  
25 related expenses.



1 5.0 MATERIALS. SUPERINTENDENT shall furnish, at their own  
2 expense, all labor, materials, equipment, supplies and other items  
3 necessary to complete the services to be provided pursuant to this  
4 AGREEMENT except as follows: N/A. SUPERINTENDENT'S services will be  
5 performed, findings obtained, reports and recommendations prepared in  
6 accordance with generally and currently accepted principles and  
7 practices of his/her profession.

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

23 7.0 HOLD HARMLESS/INDEMNIFICATION.

24 A. SUPERINTENDENT hereby agrees to indemnify, defend, and  
25 hold harmless DISTRICT, its Governing Board, officers, agents, and  
employees from liability and claims of liability for bodily injury,

1 personal injury, sickness, disease, or death of any person or  
2 persons, or damage to any property, real personal, tangible or  
3 intangible, arising out of the negligent acts or omissions of  
4 employees, agents or officers of SUPERINTENDENT or the Orange County  
5 Board of Education during the period of this AGREEMENT.

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

14 8.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this  
15 AGREEMENT shall not be assigned by the DISTRICT without prior written  
16 approval of SUPERINTENDENT.

17 9.0 TOBACCO USE POLICY. In the interest of public health, the  
18 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
19 use of any tobacco products are prohibited in buildings and vehicles,  
20 and on any property owned, leased or contracted for by the  
21 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to  
22 abide with conditions of this policy could result in the termination  
23 of this AGREEMENT.

24 10.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that  
25 they 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.

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

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

DISTRICT: Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, California 92675-4706  
Attn: \_\_\_\_\_

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

1 13.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to  
2 seek redress for violation of, or to insist upon, the strict  
3 performance of any term or condition of this AGREEMENT shall not be  
4 deemed a waiver by that party of such term or condition, or prevent a  
5 subsequent similar act from again constituting a violation of such  
6 term or condition.

7 14.0 SEVERABILITY. If any term, condition or provision of this  
8 AGREEMENT is held by a court of competent jurisdiction to be invalid,  
9 void, or unenforceable, the remaining provisions will nevertheless  
10 continue in full force and effect, and shall not be affected,  
11 impaired or invalidated in any way.

12 15.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
13 shall be governed by the laws of the State of California with venue  
14 in Orange County, California.

15 16.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
16 attached hereto constitute the entire agreement among the Parties to  
17 it and supersedes any prior or contemporaneous understanding or  
18 agreement with respect to the services contemplated, and may be  
19 amended only by a written amendment executed by both Parties to the  
20 AGREEMENT.

21 ////

22 ////

23 ////

24 ////

25 ////

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

2 DISTRICT: CAPISTRANO UNIFIED  
3 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

4 BY:   
Authorized Signature

BY:   
Authorized Signature

5 PRINT NAME: \_\_\_\_\_

PRINT NAME: Patricia McCaughey

6 TITLE: \_\_\_\_\_

TITLE: Coordinator

7 DATE: \_\_\_\_\_

DATE: October 20, 2010

8  
9  
10  
11  
12 CUSD-LibraryMedia-Income(36207)11  
ZIP4



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **RESOLUTION NO. 1011-35 APPROVING THE ANNUAL AND FIVE YEAR  
REPORTS OF DEVELOPER FEES RECEIVED IN FISCAL YEAR 2009-2010**

---

**BACKGROUND INFORMATION**

On February 9, 1998, the Board of Trustees adopted guidelines of Senate Bill 1693, legislation requiring school districts to justify and report the need and reasonableness of any collection and spending of developer fees for new school facilities. In compliance with Government Code §66006 and §66001, findings on the type and amounts of fees are to be published in Annual and Five-Year Reports, as long as the District continues to use developer fees as a funding mechanism for new school facility projects. Also, pursuant to the statutory requirements, the District published a Notice of the Public Meeting, and made the reports available to the public 15 days prior to the District's Board meeting.

**CURRENT CONSIDERATIONS**

This agenda item requests adoption of Resolution No. 1011-35 (Exhibit A), which was prepared by legal counsel, indicating compliance with Government Code §66006 and §66001 relating to reporting developer fees. Exhibit B is the Annual and Five-Year Reports for Fiscal Year 2009-2010.

**FINANCIAL IMPLICATIONS**

The preparation of the Annual and Five-Year Reports does not have a financial impact on the District's General Fund. All costs associated with the reports were funded from the District's Developer Fee Account.

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve Resolution No. 1011-35 relating to the Annual and Five-Year Reports of developer fees received in Fiscal Year 2009-2010.





## **RESOLUTION NO. 1011-35**

### **RESOLUTION OF THE BOARD OF EDUCATION OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT APPROVING THE ANNUAL AND FIVE YEAR REPORTABLE FEES REPORT FOR FISCAL YEAR 2009-2010, IN COMPLIANCE WITH GOVERNMENT CODE §66006 AND 66001**

*WHEREAS*, the Capistrano Unified School District ("District") has received and expended statutory and/or alternative school facilities fees ("Reportable Fees") for the construction and/or modernization of the District's school facilities in order to accommodate students from new development ("School Facilities"); and

*WHEREAS*, pursuant to Government Code §66006(a), the District has established and maintained a separate capital facilities account for the Reportable Fees ("Reportable Fees Account"); and

*WHEREAS*, pursuant to Government Code §66006(a), the Reportable Fees have been deposited into the Reportable Fees Account in order to avoid any commingling of the Reportable Fees with other revenues and funds of the District, except for temporary investments, and has expended the Reportable Fees, along with any interest income earned, solely for the purpose(s) for which the Reportable Fees were originally collected; and

*WHEREAS*, Government Code §66006(b)(1) provides that the District shall make a written report containing certain required information available to the public within one hundred eighty (180) days after the last day of each fiscal year; and

*WHEREAS*, Government Code §66006(b)(2) requires that the Board of Education of the District ("Board") review the information made available to the public, including the report entitled, "The Capistrano Unified School District Annual and Five-Year Reportable Fees Report for Fiscal Year 2009-2010, in Compliance with Government Code §66006 and 66001," ("Report") at the next regularly scheduled public meeting, at least fifteen (15) days after the Report was made available to the public; and

*WHEREAS*, the Report contains the requisite information and proposed findings concerning the collection and expenditure of Reportable Fees pursuant to Government Code §66006 and 66001; and

*WHEREAS*, pursuant to Government Code §66006(b)(2), notice of the time and place of the Board meeting, where the Report would be considered for adoption ("Notice"), was mailed at least fifteen (15) days prior to the Board meeting, to any interested party who filed a written request with the District for mailed Notice of the Board meeting; and

*WHEREAS*, the District posted Notice in the District's regular posting locations and published Notice in a newspaper of general circulation within the District's boundaries.

*WHEREAS*, Government Code §66001(d) provides that for the fifth fiscal year following the first deposit into the Reportable Fees Account, and every five years thereafter, the District shall make findings with respect to the portion of the Reportable Fees Account that remains unexpended; and

*WHEREAS*, when Government Code §66001(d) requires certain findings, these findings will be made at the same time as that information required by Government Code §66006(b); and

*WHEREAS*, pursuant to Government Code §66001(e) and (f), the District shall make certain findings when sufficient Reportable Fees have been collected to complete the financing of incomplete Projects, and the Projects remain incomplete; and

*WHEREAS*, the District has complied with all of the foregoing provisions.

Now, therefore, the Board of Education of the Capistrano Unified School District does hereby resolve, determine and order as follows:

1. The Board finds and determines that the foregoing recitals and determinations are correct.
2. Pursuant to Government Code §66006(a), the District has established and maintained a Reportable Fees Account during Fiscal Year 2009-2010.
3. Pursuant to Government Code §66006(a), the Reportable Fees collected during Fiscal Year 2009-2010 have been deposited into the Reportable Fees Account in order to avoid any commingling of the Reportable Fees with other revenues and funds of the District, except for temporary investments, and has expended the Reportable Fees, along with any interest income earned, solely for the purpose(s) for which the Reportable Fees were originally collected.
4. Pursuant to Government Code §66006(b)(1), the District made the Report available to the public within one hundred eighty (180) days after the last day of Fiscal Year 2008-2009.
5. Pursuant to Government Code §66006(b)(1), the Board reviewed the Report at the next regularly scheduled public meeting, at least fifteen (15) days, after the Report was made available to the public.
6. Pursuant to Government Code §66006(b)(1) and (2), the Board reviewed the Report which is incorporated by this reference and contains the following information:
  - (A) A brief description of the type of Reportable Fees in the Reportable Fees Account;
  - (B) The amount of the Reportable Fees;
  - (C) The beginning and ending balance of the Reportable Fees Account;
  - (D) The amount of Reportable Fees collected and the interest earned;
  - (E) An identification of each School Facilities Project ("Project") on which Reportable Fees were expended and the amount of the expenditures on

- each Project, including the total percentage of the cost of the Project that was funded with Reportable Fees;
- (F) An identification of an approximate date by which the construction of the Project will commence if the District determines that sufficient funds have been collected to complete financing on an incomplete Project, as identified in §66001(a)(2), and the Project remains incomplete;
  - (G) A description of each interfund transfer or loan made from the Reportable Fees Account, including the Project on which the transferred or loaned Reportable Fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the Reportable Fees Account will receive on the loan; and
  - (H) The amount of refunds made pursuant to §66001(e) and any allocations pursuant to §66001(f).

7. Pursuant to Government Code §66006(b)(2), Notice was mailed at least fifteen (15) days prior to the Board meeting, to any interested party who filed a written request with the District for mailed Notice of the Board meeting.

8. The District posted Notice in the District's regular posting locations and published Notice in a newspaper of general circulation within the District's boundaries.

9. Pursuant to Government Code §66001(d), the Board reviewed the Report which is incorporated by this reference and contains the following proposed findings:

- (1) Identification of the purposes to which the Reportable Fees are to be put;
- (2) Demonstration of a reasonable relationship between the Reportable Fees and the purpose for which they are charged;
- (3) Identification of all sources and amounts of funding anticipated to complete incomplete Projects of the District; and
- (4) Designation of the approximate dates on which the funding referred to in paragraph (3) is expected to be deposited into the respective District account(s).

10. When findings are required by Government Code §66001(d), these findings shall be made at the same time as the findings as that information required by Government Code §66006(b).

11. Pursuant to Government Code §66001(e) and (f), the District shall make certain findings when sufficient Reportable Fees have been collected to complete the financing of incomplete Projects, and the Projects remain incomplete.

12. The Board determines that the District is in compliance with Government Code §66000, *et seq.*, regarding the receipt, deposit, investment, expenditure and/or refund of Reportable Fees received and expended relative to Projects for Fiscal Year 2009-2010.

13. The Board determines that no refunds and allocations of Reportable Fees, as required by Government Code §66001(e) and 66006(b)(1)(H) are deemed payable at this time for Fiscal Year 2009-2010.

ADOPTED, SIGNED AND APPROVED this 11<sup>th</sup> day of January, 2011.

BOARD OF EDUCATION OF THE CAPISTRANO  
UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
President, Board of Education of the  
Capistrano Unified School District

ATTEST:

\_\_\_\_\_  
Clerk, Board of Education of the Capistrano Unified  
School District

STATE OF CALIFORNIA    )  
                                      ) ss.  
COUNTY OF ORANGE    )

I, \_\_\_\_\_, Clerk, Board of Education of the Capistrano Unified School District, do hereby certify that the foregoing was duly adopted by the Board of Education of such District at a regular meeting of said Board held on January 11, 2011, at which a quorum of the Board was present and acting throughout, for which notice and an agenda were prepared and posted as required by law, the Board members had due notice of the meeting, and the attached resolution was adopted at such meeting by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Clerk, Board of Education of the Capistrano Unified  
School District

STATE OF CALIFORNIA    )  
                                      ) ss.  
COUNTY OF ORANGE    )

I, \_\_\_\_\_, Clerk, Board of Education of the Capistrano Unified School District, do hereby certify that the foregoing is a true and correct copy of Resolution No. 1011-35, which was duly adopted by the Board of Education of the Capistrano Unified School District at a meeting thereof on January 11, 2011.

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Clerk, Board of Education of the Capistrano Unified  
School District

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



## **Annual and Five Year Reports**

Capistrano Unified School District

December 16, 2010

**Prepared For:**

Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675  
T 949.489.7000

**Prepared By:**

Dolinka Group, LLC  
20 Pacifica, Suite 900  
Irvine, CA 92618  
T 949.250.8300  
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## **I. Introduction**

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Sections 66001 and 66006 of the Government Code require that Capistrano Unified School District ("School District") provide to the public information on impact fees received from new residential and commercial/industrial development to mitigate the impact of that new development on the school facilities of the School District ("Reportable Fees"). The School District currently collects statutory school facility fees ("Statutory School Fees") pursuant to Sections 17620 *et seq.* of the Education Code and Sections 65995 *et seq.* of the Government Code, and alternative school facility fees ("Alternative School Fees") collected pursuant to Sections 65995.5, 65995.6, and 65995.7 of the Government Code (collectively, "Reportable Fees").

The School District is required to provide under the Government Code the following information on Reportable Fees for the prior fiscal year:

1. Amounts collected
2. Amount of interest earned
3. Amounts spent on projects to accommodate additional enrollment from new residential and commercial/industrial development

The Reportable Fees do not include special tax proceeds, proceeds of bonds, or letters of credit to secure payment of Reportable Fees at a future date. Further, the School District is required to confirm that Reportable Fees have not been levied, collected, or imposed for general revenue purposes.

Additionally, the School District is required to identify the following:

1. The proposed purposes to which Reportable Fees may be spent
2. The Reasonable Relationship between the Reportable Fees and the purpose to which they are to be spent
3. The funding sources and expected funding availability date for school facilities projects for which Reportable Fees are required

The following Annual and Five-Year Reports ("Reports") for the fiscal year ending June 30, 2010 include the information and proposed findings the School District intends to review and adopt in accordance with Sections 66001 and 66006 of the Government Code.

### **EXHIBIT B (3 of 10)**



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## **II. Annual Report**

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In accordance with Government Code Section 66006(b)(1) and (2), the School District hereby presents the following information for fiscal year 2009/2010 (i.e. July 1, 2009 through June 30, 2010) with regard to the annual Reportable Fees:

**A. Description of the Type of Reportable Fees in the Account or Sub-account(s) of the School District**

The Reportable Fees of the School District for fiscal year 2009/2010 consist of Statutory School Fees and Alternative School Fees. Statutory School Fees are collected by the School District from new residential and commercial/industrial development. Alternative School Fees were collected by the School District from new residential development for the dates they were in effect.

**B. Amount of the Reportable Fees**

The amount of Reportable Fees is based on the effective Statutory School Fee and the Alternative School Fees.

**Statutory School Fees**

The Statutory School Fees were established by the Board of Trustees ("Board") of the School District on March 10, 2008, by Resolution No. 0708-39. This resolution adopted the Statutory School Fees for new residential and commercial/industrial development based on the reports titled "Residential Development School Fee Justification Study" and "Commercial/Industrial Development School Fee Justification Study" (collectively, "Studies"), both dated February 28, 2008.

**Alternative School Fees**

The Alternative School Fees, pursuant to Sections 65995.5 and 65995.7 of the Government Code, for the period effective July 1, 2009 through June 8, 2010 were established by the Board of the School District on June 8, 2009, by Resolution No. 0809-56. This resolution adopted the Alternative School Fees for new residential development based on the report titled "School Facilities Needs Analysis," dated May 6, 2009.

For the period effective June 16, 2010 through June 30, 2010 the Alternative Fees were established by the Board of the School District on June 15, 2010, by Resolution No. 0910-74. This resolution adopted the Alternative School Fees for new residential development based on the report titled "School Facilities Needs Analysis" dated May 14, 2010 (collectively, both reports together are referred to as "Analyses").

Table 1 on the following page lists the fee amounts and effective dates for the applicable Statutory and Alternative School Fees for fiscal year 2009/2010.

**EXHIBIT B  
(4 of 10)**

**Table 1**  
**Effective Dates for Developer Fee Justification Reports**

<b>Item</b>	<b>Effective Dates (for FY 2009/2010)</b>	<b>Fee Amount (Per Square Foot)</b>
Statutory Fees	July 1, 2009 – June 30, 2010	Residential - \$2.97 Commercial/Industrial - \$0.47
Alternative Fees	July 1, 2009 – June 8, 2010	\$3.56
	June 16, 2010 – June 30, 2010	\$3.70

**C. Beginning and Ending Balance of Account and Sub-Account(s):**

Table 2 lists the fiscal year 2009/2010 beginning and ending balances for Fund 25, the Capital Facility Fund, which holds all Reportable Fees:

**Table 2**  
**Beginning and Ending Balances for Fund 25**

<b>Item</b>	<b>Fund Balance</b>
Beginning Balance (7/1/2009)	\$3,777,627.54
Ending Balance (6/30/2010)	\$3,886,515.21

**D. Amount of the Reportable Fees Collected and Interest Earned**

Table 3 shows the amount of Reportable Fees collected, interest earned, and other income deposited into Fund 25 during fiscal year 2009/2010.

**Table 3**  
**Amount of Reportable Fees Collected (Fund 25)**

<b>Item</b>	<b>Total Revenues</b>
Reportable Fees Collected	\$662,492.80
Interest Earned	\$47,751.12
Other Income/Adjustments	\$168.40
<b>Total</b>	<b>\$710,412.32</b>

**E. Identification of Each Improvement on Which Reportable Fees Were Expended and the Amount of the Expenditures on Each Improvement, Including the Total Percentage of the Cost of Each Project of the School District that Was Funded with Reportable Fees**

Schedule A to this report identifies the amount of Reportable Fees expended on School Facilities in fiscal year 2009/2010, as well as the percentage of each improvement funded by Reportable Fees.

**EXHIBIT B**  
**(5 of 10)**

**F. Identification of an Approximate Date by Which the Construction of Project(s) of the School District will Commence if the School District Determines that Sufficient Funds have been Collected to Complete Financing on an Incomplete Project of the School District, as Identified in Paragraph (2) of Subdivision (A) of Section 66001 of the Government Code, and the Project of the School District Remains Incomplete**

The School District has determined that at the close of fiscal year 2009/2010, Reportable Fees and other sources of funding were not sufficient to complete the financing of additional school facilities of the School District.

**G. Description of each Interfund Transfer or Loan Made from the Account or Sub-Account(s), Including Project(s) of the School District on Which the Transferred or Loaned Reportable Fees will be Expended, and, in the Case of an Interfund Loan, the Date on Which the Loan will be Repaid, and the Rate of Interest that the Account or Sub-Account(s) will Receive on the Loan**

No Interfund Transfers or Loans were made from the account.

**H. The Amount of Refunds Made or Revenues Allocated for Other Purposes if the Administrative Costs of Refunding Unexpended Revenues Exceed the Amount to be Refunded**

No refunds of Reportable Fees were made pursuant to Section 66001(e) of the Government Code in fiscal year 2009/2010, and no such refunds are required under applicable law.

**I. Summary Table of Fund Balance, Revenues, and Expenditures**

Table 4 below summarizes the beginning and ending balances, the amount of Reportable Fees collected and interest earned, additional refunds/revenues, and total expenditures from Fund 25 during fiscal year 2009/2010.

**Table 4  
Fund 25 Activity Summary (FY 2009/2010)**

<b>Item</b>	<b>Amount</b>
<b>Beginning Balance (7/1/2009)</b>	<b>\$3,777,627.54</b>
Reportable Fees Collected and Interest Earned	\$710,243.92
Other Revenues	\$168.40
Expenditures – Schedule A	(\$601,524.65)
<b>Ending Balance (6/30/2010)</b>	<b>\$3,886,515.21</b>

**EXHIBIT B  
(6 of 10)**

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### III. Five Year Report

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In accordance with Section 66001 of the Government Code, the School District provides the following information with respect to that portion of the account or sub-account(s) remaining unexpended, whether committed or uncommitted:

**A. Identification of the Purpose to Which the Reportable Fees are to be Put**

The purpose of the Reportable Fees imposed and collected on new residential and commercial/industrial development within the School District during fiscal year 2009/2010 was to fund additional school facilities required to serve students generated by new development within the School District. Specifically, the Reportable Fees will be used for the construction, expansion, and/or acquisition of additional school facilities, furnishing and equipping such school facilities, as well as acquiring and installing additional portable classrooms to accommodate students.

**B. Demonstration of a Reasonable Relationship Between the Reportable Fees and the Purposes for Which they are Charged**

There is a roughly proportional and a reasonable relationship between the new development upon which the Reportable Fees are charged and the need for additional school facilities by reason of the fact that additional students will be generated by additional development within the School District and the School District does not have capacity in its existing school facilities to accommodate these new students. Furthermore, the Reportable Fees do not exceed the costs of providing school facilities for the students generated from the development in which such fees were collected (as set forth in (i) the Analyses and (ii) the Studies, referred to herein Section II.B.).

**C. Identification of All Sources and Amounts of Funding Anticipated to Complete Financing of the School Facilities Identified in the School District's Reports**

Table 5 lists the anticipated funding sources for potential school facility projects, as presently identified by the School District.

**Table 5**  
**Proposed Funding Sources for School Facility Projects**

Sources	Future Elementary School No. 1	Future Elementary School No. 2	Future Middle School	State Relocatables
State School Building Program	\$15,000,000	\$15,000,000	\$25,000,000	\$0
Community Facilities Districts	\$14,750,000	\$0	\$0	\$0
General Obligation Bond Proceeds	\$0	\$14,750,000	\$24,500,000	\$0
Reportable Fees	\$1,000,000	\$1,000,000	\$1,500,000	\$500,000
<b>Total</b>	<b>\$30,750,000</b>	<b>\$30,750,000</b>	<b>\$51,000,000</b>	<b>\$500,000</b>
Notes: These School Facilities costs are for fiscal year 2009/2010. Future School Facilities may be funded by the State School Building Program and Reportable Fees.				

**EXHIBIT B**  
**(7 of 10)**

**D. Identification of the Approximate Dates on Which the Funding Referred to in Section III.C is Expected to be Deposited into the Appropriate Account or Fund**

Table 6 lists the approximate dates on which the funds are expected to be available for the school facility projects presently identified by the School District.

**Table 6**  
**Timing of Funds for Planned School Facility Projects**

<b>Sources</b>	<b>Future Elementary School No. 1</b>	<b>Future Elementary School No. 2</b>	<b>Future Middle School</b>	<b>State Relocatables</b>
State School Building Program	Unknown	Unknown	Unknown	NA
Community Facilities Districts	Unknown	NA	NA	NA
General Obligation Bond Proceeds	NA	Unknown	Unknown	NA
Reportable Fees	As Received	As Received	As Received	On Deposit
Notes: Future School Facilities may be funded by the State School Building Program and Reportable Fees.				

**EXHIBIT B**  
**(8 of 10)**

**Schedule A**

**Public Improvements on Which Reportable Fees Were Expended**

**EXHIBIT B**  
**(9 of 10)**

**Capistrano Unified School District**  
**Public Improvements on which Reportable Fees Were Expended**  
**Fiscal Year 2009/2010**  
**Schedule A**

<b>Project</b>	<b>Amount Paid From Fees During FY 2009/2010</b>	<b>Percent of Total Cost Funded With Fees</b>
<b>Capistrano Valley HS</b>	<b>\$1,907.79</b>	<b>100%</b>
Building and Improvements of Buildings - Theatre and Classrooms		
<i>Review of Hazardous Substance Report</i>	\$1,907.79	100%
<b>Dana Hills HS</b>	<b>\$100,632.05</b>	<b>11.18%</b>
Building and Improvements of Buildings - Theatre and Classrooms		
<i>Review of Hazardous Substance Report</i>	\$1,549.65	100%
<i>Soils Investigation</i>	\$4,900.00	100%
<i>Architectural Design Drawings</i>	\$94,182.40	10.46%
<b>Districtwide</b>	<b>\$336,894.97</b>	<b>100%</b>
Districtwide Building Improvements - Architect Fees		
<i>Portable Classrooms</i>	\$41,846.07	100%
Districtwide Building Improvements - Construction Testing		
<i>Portable Classrooms</i>	\$7,933.25	100%
Districtwide Building Improvements - Inspection		
<i>Portable Classrooms</i>	\$73,920.00	100%
Districtwide Consulting Services	\$40,980.35	100%
Districtwide Legal Services	\$41,154.48	100%
Districtwide Strategic Growth Planning	\$131,060.82	100%
<b>Don Juan Avila MS</b>	<b>\$12,112.00</b>	<b>100%</b>
Building and Improvements of Buildings - Construction		
<i>Portable Classrooms</i>	\$11,472.00	100%
Building and Improvements of Buildings - Testing		
<i>Portable Classrooms</i>	\$640.00	100%
<b>Laguna Niguel ES</b>	<b>\$466.91</b>	<b>100%</b>
Building and Improvements of Buildings - DSA		
<i>Portable Classrooms</i>	\$466.91	100%
<b>Las Palmas ES</b>	<b>\$17,754.46</b>	<b>100%</b>
Building and Improvements of Buildings - Construction		
<i>Portable Classrooms</i>	\$17,754.46	100%
<b>Oso Grande ES</b>	<b>\$18,265.18</b>	<b>100%</b>
Building and Improvements of Buildings		
<i>Portable Classrooms</i>	(\$602.50)	100%
Materials and Supplies	\$6,604.45	100%
Noncapitalized Equipment	\$12,263.23	100%
<b>San Clemente HS</b>	<b>\$16,958.00</b>	<b>100%</b>
Building and Improvements of Buildings - Construction		
<i>Portable Classrooms</i>	\$16,958.00	100%
<b>Tijeras Creek ES</b>	<b>\$96,533.29</b>	<b>100%</b>
Building and Improvements of Buildings - Construction		
<i>Portable Classrooms</i>	\$96,533.29	100%
<b>Total</b>	<b>\$601,524.65</b>	<b>NA</b>

**EXHIBIT B**  
**(10 of 10)**

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

TO: Joseph M. Farley, Superintendent  
FROM: Ron Lebs, Deputy Superintendent, Business & Support Services  
SUBJECT: **ASSOCIATED STUDENT BODY BANK ACCOUNTS**

---

**BACKGROUND INFORMATION**

Education Code §48933 requires that associated student body (ASB) funds be invested in banks, savings and loans, or credit unions subject to the approval of the board of trustees of the school district.

**CURRENT CONSIDERATION**

This agenda item requests Board approval of bank accounts for all ASB organizations within Capistrano Unified School District (Exhibit A).

**FINANCIAL IMPLICATIONS**

There is no financial impact.

**STAFF RECOMMENDATION**

It is recommended the Board approve the ASB accounts listed in Exhibit A.





**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**ASB BANK ACCOUNTS - 2010-2011**

<b>MIDDLE SCHOOLS</b>		
<b><i>SCHOOL</i></b>	<b><i>BANK NAME</i></b>	<b><i>TYPE OF ACCOUNT</i></b>
Aliso Viejo	American Security Bank	Checking
Arroyo Vista	American Security Bank	Checking
Don Juan Avila	American Security Bank	Checking
Bernice Ayer	American Security Bank	Checking
Marco Forster	California Bank & Trust	Checking
Hankey	American Security Bank	Checking
Ladera Ranch	American Security Bank	Checking
Las Flores	American Security Bank	Checking
Newhart	Citibank	Checking/Money Market
Niguel Hills	U.S. Bank	Checking
Shorecliffs	American Security Bank	Checking
Vista del Mar	Wells Fargo Bank	Checking

<b>HIGH SCHOOLS</b>		
<b><i>SCHOOL</i></b>	<b><i>BANK NAME</i></b>	<b><i>TYPE OF ACCOUNT</i></b>
Aliso Niguel	American Security Bank	Checking
Aliso Niguel	U.S. Bank*	Checking
Capistrano Valley	American Security Bank	Checking
Capistrano Valley	Citizens**	Checking
Dana Hills	Pacific Western Bank	Checking/Savings
San Clemente	Chase	Savings
San Clemente	Wells Fargo Bank	Savings
San Clemente	California Bank & Trust	Checking
San Juan Hills	Farmers & Merchants Bank	Checking
Serra	Farmers & Merchants Bank	Checking
Tesoro	American Security Bank	Checking/Money Market

\*US Bank account to be closed 12/21/2010

\*\*Citizens Bank account to be closed in 2011



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **AUTHORIZATION TO ADVERTISE BID NO. 1011-10, ROOFING  
REPAIRS AND MAINTENANCE DISTRICTWIDE**

---

**BACKGROUND INFORMATION**

The bid process provides the District an essential tool for purchasing with approved vendors to supply quality products and services using contract prices for a full twelve month period. Roofing repairs and maintenance districtwide for the 2010-2011 school year will exceed the current bid limit. In accordance with the requirements of the Public Contract Code §20111, this service is required to be competitively bid. The bidding process allows the District to secure the lowest possible prices and enter into annual contract with vendors that meet all of the legal requirements to enable the services to be completed in a timely manner.

**CURRENT CONSIDERATIONS**

This agenda item seeks approval to advertise Bid No. 1011-10, Roofing Repairs and Maintenance Districtwide.

Due to the size of the bid, documents will be posted online on 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 of Purchasing, at (949) 234-9436.

The contract executed as a result of this bid would have an initial one-year term, with two one-year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

**FINANCIAL IMPLICATIONS**

Funding will come from appropriate accounts.

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees authorize advertising Bid No. 1011-10, Roofing Repairs and Maintenance Districtwide.



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

TO: Joseph M. Farley, Superintendent

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

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

---

**BACKGROUND INFORMATION**

Capistrano Unified School District accumulates obsolete and unusable materials. All usable components are then auctioned per established Board policy.

**CURRENT CONSIDERATIONS**

This agenda item requests approval to sell obsolete and unusable District items:

1. Several musical instruments – Damaged
2. Single person aerial lift for servicing parking lot lights – Operable
3. White fleet vehicles (11) – Need Repair

Upon Board approval, the District will proceed to auction these items.

**FINANCIAL IMPLICATIONS**

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

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees authorize the sale of obsolete and unusable District materials listed above.



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

TO: Joseph M. Farley, Superintendent  
FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services  
SUBJECT: **CLASSIFIED PERSONNEL ACTIVITY**

---

**BACKGROUND INFORMATION**

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

**FINANCIAL IMPLICATIONS**

These positions will be charged to the appropriate fund and are included in the adopted budget.

**STAFF RECOMMENDATION**

It is recommended the Board approve the Classified Personnel Activity list.





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 11, 2011  
Classified Employees

**ACCEPT RESIGNATIONS/TERMINATIONS**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Colle, Bonnie	Caregiver	Moving	01/03/2006	11/10/2010
2. Farmer, Catherine	Independence Facilitator	Personal	12/14/2009	12/17/2010
3. Fowler, Isabel	MS Campus Supervisor	Voluntary	11/05/2007	11/19/2010
4. Jakobsen, Kristen	Inst Asst-Sp Ed	Voluntary	01/05/2009	11/05/2010
5. Lower, Daniel	Independence Facilitator	School	09/08/2009	12/17/2010
6. Ondryas, Cassandra	Academic Advisor	Retirement	03/05/1986	12/31/2010
7. Swanson, Ruth	FS Worker	Voluntary	09/16/2008	06/23/2010

**APPROVE EMPLOYMENT**

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
8. Ackerman, Micaela	Inst Asst (9.5mo/15hpw)	\$13.64 hr	R19-1	11/08/2010
9. Alva, Christie	BIngl Comm Svs Liaison (9.5mo/17.5hpw)	\$15.06 hr	R23-1	11/29/2010
10. Barber, Angela	Inst Asst (9.5mo/15hpw)	\$13.64 hr	R19-1	11/08/2010
11. Blanco, Margaret	BIngl Elem School Clerk (10.25mo/17.5hpw)	\$16.62 hr	R27-1	01/03/2011
12. Chetwood, Sherry	LVN (9.5mo/30hpw)	\$17.90 hr	R30-1	11/29/2010
13. Chlebig, Carol	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	10/28/2010
14. Colburn, Marion	Health Assistant (9.5mo/17.5hpw)	\$16.62 hr	R27-1	11/29/2010
15. Deering, Gina	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	11/05/2010
16. Do, Elizabeth	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	11/30/2010
17. Fairchild, Vicki	Inst Asst (9.5mo/17.5hpw)	\$13.64 hr	R19-1	10/26/2010
18. Florentino, Shaylee	FS Worker (9.5mo/15hpw)	\$12.06 hr	R14-1	11/15/2010
19. Garcia, Rose	Inst Asst (9.5mo/17.5hpw)	\$14.33 hr	R21-1	11/08/2010
20. Goodwin, Margaret	FS Worker (9.5mo/15hpw)	\$12.06 hr	R14-1	11/15/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 11, 2011  
Classified Employees

**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
21. Henry, Lindsay	Inst Asst (9.5mo/17.5hpw)	\$13.64 hr	R19-1	11/08/2010
22. Heup, Linda	FS Worker (9.5mo/15hpw)	\$12.06 hr	R14-1	11/15/2010
23. Irons, Sharon	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	12/06/2010
24. James, Katherine	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	12/02/2010
25. Jones, Denise	Independence Facilitator (9.5mo/17.5hpw)	\$15.42 hr	R22-2	10/25/2010
26. Keeler, Joellen	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	11/08/2010
27. Ladowicz, K.	Independence Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	11/08/2010
28. Lohrbach, Michelle	MS Campus Supervisor (9.5mo/10hpw)	\$15.06 hr	R23-1	11/29/2010
29. Long, Toni	FS Worker (9.5mo/15hpw)	\$12.06 hr	R14-1	11/15/2010
30. McCullough, R.	Independence Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	10/15/2010
31. Mejia, Cynthia	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	11/05/2010
32. Miller, Margaret	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	11/30/2010
33. Moser, Kristin	FS Worker (9.5mo/15hpw)	\$12.06 hr	R14-1	11/16/2010
34. Park, Jiwon	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	10/25/2010
35. Payne, Marie	Health Asst (9.5mo/17.5hpw)	\$16.62 hr	R27-1	11/29/2010
36. Roppa, Susan	Inst Asst (9.5mo/17.5hpw)	\$13.64 hr	R19-1	12/03/2010
37. Sakai, Lisa	Inst Asst (9.5mo/15hpw)	\$13.64 hr	R19-1	11/29/2010
38. Santos, Maria	Inst Asst-Sp Ed Preschool (9.5mo/17.5hpw)	\$13.64 hr	R19-1	11/15/2010
39. Shen, Uma	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	10/27/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 11, 2011  
Classified Employees

**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
40. Smith, Sherilynn	Inst Asst (9.5mo/17.5hpw)	\$13.64 hr	R19-1	11/02/2010
41. Stevens, Stephanie	Health Asst (9.5mo/17.5hpw)	\$16.62 hr	R27-1	11/29/2010
42. Tavernetti, Carmen	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.06 hr	R23-1	12/06/2010
43. Taylor, Laurie	FS Worker (9.5mo/15hpw)	\$12.06 hr	R14-1	11/29/2010
44. Thede, Tatiana	Health Asst (9.5mo/17.5hpw)	\$16.62 hr	R27-1	11/08/2010
45. Troffer, Garrett	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	11/30/2010
46. Veth, Helen	Independence Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	11/15/2010
47. Veth, Sara	Independence Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	11/17/2010
48. Walz, Lana	Independence Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	11/15/2010
49. Wilde, Melita	FS Worker (9.5mo/10hpw)	\$12.06 hr	R14-1	11/29/2010
50. Wiles, Kim	Independence Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	10/13/2010

<u>Name</u>	<u>Recall from Layoff</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
51. Minaya, Brenda	Inst Asst-Comp Lab (12mo/17.5hpw)	\$15.79 hr	R19-4	12/01/2010
52. Rodriguez, Amanda	Staff Secretary (12mo/40hpw)	\$4058.40 mo	R31-6	01/03/2011

<u>Name</u>	<u>Recall from Layoff With Less Hours</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
53. Hatcher, Joshua	Independence Facilitator (9.5mo/35hpw)	\$15.42 hr	R22-2	11/19/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 11, 2011  
Classified Employees

**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Reemploy Laid Off Employee</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
54. Granados, Luis	Custodian II (12mo/40hpw)	\$2768.62 mo	R28-6	11/03/2010

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
55. Assaraf, Paige	MS Office Manager	\$19.27 hr	R33-1	09/08/2010- 09/15/2010
56. Barys, Jeanne	Student Supervisor	\$10.00 hr	N/A	11/10/2010
57. Draper, Christine	Student Supervisor	\$10.00 hr	N/A	11/09/2010
58. Dulla, Teresa	Student Supervisor	\$10.00 hr	N/A	11/17/2010
59. Fowler, Isabel	MS Campus Supervisor	\$15.16 hr	R23-1	11/20/2010
	HS Campus Supervisor	\$15.93 hr	R25-1	11/20/2010
60. Honarbakht, Tonya	Student Supervisor	\$10.00 hr	N/A	11/08/2010
61. Kawafuchi, Denise	Student Supervisor	\$10.00 hr	N/A	10/28/2010
62. Lower, Daniel	Independence Facilitator	\$14.79 hr	R22-1	01/03/2011
63. White, Tammy	Student Supervisor	\$10.00 hr	N/A	10/18/2010

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
64. Bairam, Etem	ASB Worker	\$10.00 hr	11/22/2010- 02/11/2011
65. Berry, Ryan	ASB Worker	\$10.00 hr	02/23/2009- 05/15/2009
66. Campbell, Glen	ASB Worker	\$10.00 hr	09/03/2010- 11/12/2010
67. Chicone, Timothy	ASB Worker	\$10.00 hr	09/03/2010- 11/12/2010
68. Cordi, Joseph	ASB Worker	\$10.00 hr	11/22/2010- 02/11/2011
69. Cruzan, Paul	ASB Worker	\$10.00 hr	09/08/2010- 11/12/2010
70. Lawson, Charles	ASB Worker	\$10.00 hr	09/01/2010- 11/09/2010
71. Mason, Brian	ASB Worker	\$10.00 hr	11/09/2010- 02/12/2011
72. Miller, Justin	ASB Worker	\$10.00 hr	11/08/2010- 02/11/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 11, 2011  
Classified Employees

**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
73. Miyake, Darin	ASB Worker	\$10.00 hr	10/01/2010-01/15/2011
74. Montoya, Natalie	ASB Worker	\$10.00 hr	10/04/2010-12/13/2010
75. Morgan, Jeff	ASB Worker	\$10.00 hr	11/26/2010-02/11/2011
76. Salway, Andrew	ASB Worker	\$10.00 hr	09/06/2010-11/05/2010
77. Sherman, Steve	ASB Worker	\$10.00 hr	09/03/2010-11/12/2010
78. Stickle, Taylor	ASB Worker	\$10.00 hr	10/18/2010-06/30/2011
79. Tayenaka, Daniel	ASB Worker	\$10.00 hr	09/09/2010-11/05/2010
80. Walker IV, John	ASB Worker	\$10.00 hr	11/22/2010-02/11/2011
81. Walker, Shari	School Clerk I (Student Open Enroll.)	\$15.00 hr	02/01/2011-05/29/2011
82. Weiler, Kevin	ASB Worker	\$10.00 hr	11/22/2010-02/11/2011
83. Abrams, Russell	Student Supervisor	\$10.00 hr	11/29/2010
84. Dybdahl, Laurie	Student Supervisor	\$10.00 hr	10/25/2010
85. Terhorst, Laurie	Student Supervisor	\$10.00 hr	09/08/2010

<u>Name</u>	<u>Position-Co-Curricular</u>	<u>Salary</u>	<u>Effective Date</u>
86. Caouette, Alan	Softball, Varsity (Head)	\$3390	11/29/2010-05/15/2011
87. Dedmon, Kristen	Softball, Varsity (Head)	\$3390	02/26/2011-05/13/2011
88. Manns, Mitchell	Tennis, Varsity (Head)	\$3179	09/01/2010-11/09/2010
89. Scott, H.R.	Football, Freshman (Head)	\$2967	09/08/2010-11/12/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 11, 2011  
Classified Employees

**APPROVE PROMOTION**

<u>Name</u>	<u>Promotion</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
90. Engelson, Emily	Independence Facilitator (9.5mo/35hpw)	\$ 14.69 hr	R22-1	11/15/2010
91. Fadich, Eti	Lead FS Worker II (Temp/40hpw)	\$ 18.35 hr	R31-1	11/01/2010- 11/19/2010
92. Hart, Suzanne	Independence Facilitator (9.5mo/30hpw)	\$ 17.01 hr	R22-4	11/30/2010
93. Heesch, Jennifer	Preschool Teacher (9.5mo/30hpw)	\$ 18.35 hr	R31-1	10/11/2010
94. Hunstein, Ellen	Preschool Teacher (9.5mo/30hpw)	\$ 19.26 hr	R31-2	10/11/2010
95. Jaramillo-Labigan, J.	Independence Facilitator (9.5mo/30hpw)	\$ 16.20 hr	R22-3	10/27/2010
96. Nietzel, Robert	HS Campus Supervisor (9.5mo/14.5hpw)	\$ 18.31 hr	R25-4	12/06/2010
97. Penna, Carmen	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$ 13.98 hr	R20-1	11/01/2010
98. Pollard, Karen	Sch Secretary I (10.5mo/40hpw)	\$3860.54 mo	R27-10	12/06/2010
99. Robbins, Laura	Independence Facilitator (9.5mo/30hpw)	\$ 18.75 hr	R22-6	12/06/2010
100. Smith, Anne	IBI Asst/Tutor (9.5mo/40hpw)	\$3251.62 mo	R24-5	11/15/2010
101. Wendy, Anita	Independence Facilitator (9.5mo/30hpw)	\$ 17.01 hr	R22-4	11/29/2010

**APPROVE REASSIGNMENT**

<u>Name</u>	<u>Reassignment</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
102. Anthony, Judy	Independence Facilitator (9.5mo/35hpw)	\$ 17.87 hr	R22-4	11/30/2010
103. Hansler, Tara	Independence Facilitator (9.5mo/32.5hpw)	\$ 15.42 hr	R22-2	11/15/2010
104. Jones, Marilyn	Opportunity Asst (9.5mo/40hpw)	\$3414.20 mo	R24-6	11/29/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 11, 2011  
Classified Employees

**APPROVE ASSIGNMENT ADJUSTMENT**

<u>Name</u>	<u>Assignment Adjustment</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
105. Adams, Kara	Independence Facilitator (9.5mo/30hpw)	\$ 16.60 hr	R23-3	10/01/2010
106. Adamson, Coral	IBI Asst/Tutor (9.5mo/40hpw)	\$2949.31 mo	R24-3	10/01/2010
107. Adelmund, Kerrel	Independence Facilitator (9.5mo/30hpw)	\$ 15.42 hr	R22-2	10/01/2010
108. Andresen, Maria	Independence Facilitator (9.5mo/30hpw)	\$ 21.19 hr	R22-20	10/01/2010
109. Anthony, Judy	Independence Facilitator (9.5mo/30hpw)	\$ 17.01 hr	R22-4	10/01/2010
110. Balcewicz, P.	Elem Library Tech (9.5mo/17.5hpw)	\$ 17.01 hr	R24-4	10/01/2010
111. Bechky, Paula	SLPA (9.5mo/40hpw)	\$4709.30 mo	R39-5	10/01/2010
112. Bhaumik, Ishita	SLPA (9.5mo/40hpw)	\$4709.30 mo	R39-5	10/01/2010
113. Birkinshaw, Sandy	IBI Asst/Tutor (9.5mo/40hpw)	\$3096.78 mo	R24-4	10/01/2010
114. Blitch, Krista	IBI Asst/Tutor (9.5mo/40hpw)	\$3414.20 mo	R24-6	10/01/2010
115. Boettcher, Sherry	Independence Facilitator (9.5mo/30hpw)	\$ 21.19 hr	R22-20	10/01/2010
116. Broadhead, C.	Independence Facilitator (9.5mo/30hpw)	\$ 20.67 hr	R22-15	10/01/2010
117. Bush, Virginia	IBI Asst/Tutor (9.5mo/40hpw)	\$3584.91 mo	R24-10	10/01/2010
118. Bybordi-Shariat, S.	Independence Facilitator (9.5mo/30hpw)	\$ 18.75 hr	R22-6	10/01/2010
119. Cardin, Patti	IBI Asst/Tutor (9.5mo/40hpw)	\$3584.91 mo	R24-10	10/01/2010
120. Caudill, Amanda	IBI Asst/Tutor (9.5mo/40hpw)	\$3414.20 mo	R24-6	10/01/2010
121. Cazin, Wendy	SLPA (9.5mo/40hpw)	\$4944.77 mo	R39-6	10/01/2010
122. Chapman, Kelly	Independence Facilitator (9.5mo/30hpw)	\$ 17.01 hr	R22-4	10/01/2010
123. Chrisman, Lorie	Independence Facilitator (9.5mo/30hpw)	\$ 20.67 hr	R22-15	10/01/2010



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 11, 2011  
Classified Employees

**APPROVE ASSIGNMENT ADJUSTMENT (Cont.)**

<u>Name</u>	<u>Assignment Adjustment</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
124. Clarke, Erin	Elem Library Tech (9.5mo/17.5hpw)	\$ 15.43 hr	R24-1	10/01/2010
125. Clift, Lynnette	IBI Asst/Tutor (9.5mo/40hpw)	\$3414.30 mo	R24-6	10/01/2010
126. Collier, Leslie	Independence Facilitator (9.5mo/30hpw)	\$ 17.86 hr	R22-5	10/01/2010
127. Cosley, Christina	Independence Facilitator (9.5mo/30hpw)	\$ 19.69 hr	R22-10	10/01/2010
128. Cragg, Charlene	Independence Facilitator (9.5mo/30hpw)	\$ 16.20 hr	R22-3	10/01/2010
129. Cruz, Maria	Blngl Comm Svs Liaison (9.5mo/40hpw)	\$3330.92 hr	R23-6	10/01/2010
130. Dicostanzo, Lynda	Independence Facilitator (9.5mo/30hpw)	\$ 18.75 hr	R22-6	10/01/2010
131. Duenas-Gonzalez, E.	Independence Facilitator (9.5mo/30hpw)	\$ 17.01 hr	R22-4	10/01/2010
132. Enriquez, Michelle	IBI Asst/Tutor (9.5mo/40hpw)	\$3584.91 mo	R24-10	10/01/2010
133. Finken, Holly	School Clerk I (9.5mo/17.5hpw)	\$ 20.18 hr	R23-10	10/01/2010
134. Flynn, Margaret	IBI Asst/Tutor (9.5mo/40hpw)	\$3584.91 mo	R24-10	10/01/2010
135. Fredriksz, Laura	IBI Asst/Tutor (9.5mo/40hpw)	\$2949.31 mo	R24-3	10/01/2010
136. Freitas, Jeannine	Independence Facilitator (9.5mo/30hpw)	\$ 19.69 hr	R22-10	10/01/2010
137. Friedlander, Dorothy	IBI Asst/Tutor (9.5mo/40hpw)	\$3251.62 mo	R24-5	10/01/2010
138. Gastelum, M.	Independence Facilitator (9.5mo/30hpw)	\$ 15.42 hr	R22-2	12/06/2010
139. Gielow, Cynthia	IBI Asst/Tutor (9.5mo/40hpw)	\$3414.20 mo	R24-6	10/01/2010
140. Gill, Arvinder	IBI Asst/Tutor (9.5mo/40hpw)	\$3096.78 mo	R24-4	10/01/2010
141. Gonzalez, Sarah	SLPA (9.5mo/40hpw)	\$4709.30 mo	R39-5	10/01/2010
142. Goodrich, Cindy	SLPA (9.5mo/40hpw)	\$4068.08 mo	R39-2	10/01/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 11, 2011  
Classified Employees

**APPROVE ASSIGNMENT ADJUSTMENT (Cont.)**

<u>Name</u>	<u>Assignment Adjustment</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
143. Grater, Anita	Elem Library Tech (9.5mo/17.5hpw)	\$ 21.72 hr	R24-15	10/01/2010
144. Guinan, Ellen	SLPA (9.5mo/40hpw)	\$4271.48 mo	R39-3	10/01/2010
145. Gutierrez, Nora	Elem Library Tech (9.5mo/17.5hpw)	\$ 20.68 hr	R24-10	10/01/2010
146. Hachadoorian, D.	Sr IBI Asst/Tutor (9.5mo/40hpw)	\$4164.83 mo	R36-4	10/01/2010
147. Hall, Margaret	Sr IBI Asst/Tutor (9.5mo/40hpw)	\$4821.31 mo	R36-10	10/01/2010
148. Handfield, Sue	Independence Facilitator (9.5mo/30hpw)	\$ 19.69 hr	R22-10	10/01/2010
149. Hatler, Jaime	Sr IBI Asst/Tutor (9.5mo/40hpw)	\$4373.07 mo	R36-5	10/01/2010
150. Haun, Barbara	Sr IBI Asst/Tutor (9.5mo/40hpw)	\$4164.83 mo	R36-4	10/01/2010
151. Herzbrun, Diane	Independence Facilitator (9.5mo/30hpw)	\$ 20.67 hr	R22-15	10/01/2010
152. Hill, Dawn	Sr IBI Asst/Tutor (9.5mo/40hpw)	\$4821.31 mo	R36-10	10/01/2010
153. Hill, Natalie	Independence Facilitator (9.5mo/30hpw)	\$ 15.42 hr	R22-2	10/01/2010
154. Holley, Mark	SLPA (9.5mo/40hpw)	\$4709.30 mo	R39-5	10/01/2010
155. Hopf, Jonnie	Independence Facilitator (9.5mo/30hpw)	\$ 18.75 hr	R22-6	10/01/2010
156. Jenson, Kathleen	Independence Facilitator (9.5mo/30hpw)	\$ 19.69 hr	R22-10	10/01/2010
157. Jimenez, Denise	IBI Asst/Tutor (9.5mo/40hpw)	\$3584.91 mo	R24-10	10/01/2010
158. Kopelson, K.	IBI Asst/Tutor (9.5mo/40hpw)	\$3414.20 mo	R24-6	10/01/2010
159. Laidley, Joan	IBI Asst/Tutor (9.5mo/40hpw)	\$3414.20 mo	R24-6	10/01/2010
160. Leahy, Christina	IBI Asst/Tutor (9.5mo/40hpw)	\$2808.87 mo	R24-2	10/13/2010
161. Lewis, Sharon	Independence Facilitator (9.5mo/30hpw)	\$ 19.69 hr	R22-10	10/01/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 11, 2011  
Classified Employees

**APPROVE ASSIGNMENT ADJUSTMENT (Cont.)**

<u>Name</u>	<u>Assignment Adjustment</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
162. Lewis, Therese	Elem Library Tech (9.5mo/17.5hpw)	\$ 17.87 hr	R24-4	10/01/2010
163. Livingston, Anita	SLPA (9.5mo/40hpw)	\$4485.05 mo	R39-4	10/01/2010
164. Manderbach, K.	IBI Asst/Tutor (9.5mo/40hpw)	\$2808.87 mo	R24-2	10/01/2010
165. Mannaert, Brianna	IBI Asst/Tutor (9.5mo/40hpw)	\$2808.87 mo	R24-2	10/01/2010
166. Mannaert, S.	Independence Facilitator (9.5mo/30hpw)	\$ 16.20 hr	R22-3	10/01/2010
167. Manning, Mary	Independence Facilitator (9.5mo/30hpw)	\$ 19.69 hr	R22-10	10/01/2010
168. Maul, Sandra	Independence Facilitator (9.5mo/30hpw)	\$ 19.69 hr	R22-10	10/01/2010
169. McCoy, Kathy	Independence Facilitator (9.5mo/30hpw)	\$ 19.69 hr	R22-10	10/01/2010
170. McDonald, Esther	Independence Facilitator (9.5mo/30hpw)	\$ 19.69 hr	R22-10	10/01/2010
171. McFadden, Jinkee	Elem Library Tech (9.5mo/17.5hpw)	\$ 18.76 hr	R24-5	10/01/2010
172. McKee, Danise	IBI Asst/Tutor (9.5mo/40hpw)	\$3414.20 mo	R24-6	10/01/2010
173. Meyer, Robin	Independence Facilitator (9.5mo/30hpw)	\$ 15.42 hr	R22-2	10/01/2010
174. Miller, Marie	IBI Asst/Tutor (9.5mo/40hpw)	\$3584.91 mo	R24-10	10/01/2010
175. Morand, Cara	IBI Asst/Tutor (9.5mo/40hpw)	\$2808.87 mo	R24-2	10/01/2010
176. Morris, Tracey	Elem Library Tech (9.5mo/17.5hpw)	\$ 15.43 hr	R24-1	10/01/2010
177. Napora, Noelle	IBI Asst/Tutor (9.5mo/40hpw)	\$3414.20 mo	R24-6	10/01/2010
178. Neumeyer, M.	Independence Facilitator (9.5mo/30hpw)	\$ 15.42 hr	R22-2	10/01/2010
179. Orgill, Janell	Independence Facilitator (9.5mo/30hpw)	\$ 15.42 hr	R22-2	11/09/2010
180. Palmer, Eva	SLPA (9.5mo/40hpw)	\$3874.36 mo	R39-1	10/01/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 11, 2011  
Classified Employees

**APPROVE ASSIGNMENT ADJUSTMENT (Cont.)**

<u>Name</u>	<u>Assignment Adjustment</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
181. Panning Labate, T.	IBI Asst/Tutor (9.5mo/40hpw)	\$3584.91 mo	R24-10	10/01/2010
182. Peterson, Jane	Elem Library Tech (9.5mo/17.5hpw)	\$ 21.72 hr	R24-15	10/01/2010
183. Rashidi, Akram	IBI Asst/Tutor (9.5mo/40hpw)	\$3414.20 mo	R24-6	10/01/2010
184. Reeder, Melissa	SLPA (9.5mo/40hpw)	\$4068.08 mo	R39-2	10/01/2010
185. Riggs, Patricia	Independence Facilitator (9.5mo/30hpw)	\$ 17.01 hr	R22-4	10/01/2010
186. Rosenfield, Penny	Elem Library Tech (9.5mo/17.5hpw)	\$ 18.76 hr	R24-5	10/01/2010
187. Sanchez, Sandra	Independence Facilitator (9.5mo/30hpw)	\$ 21.19 hr	R22-20	10/01/2010
188. Sauer, Ashleigh	Sr IBI Asst/Tutor (9.5mo/40hpw)	\$3777.62 mo	R36-2	10/01/2010
189. Schooler, Deborah	IBI Asst/Tutor (9.5mo/40hpw)	\$3584.91 mo	R24-10	10/01/2010
190. Scolnick, Camilla	SLPA (9.5mo/40hpw)	\$4271.48 mo	R39-3	10/01/2010
191. Shores, Ann	Academic Advisor (11mo/40hpw)	\$4703.71 mo	R35-10	12/01/2010
192. Smith, Christine	Elem Library Tech (9.5mo/17.5hpw)	\$ 20.68 hr	R24-10	10/01/2010
193. Smith, Tamara	SLPA (9.5mo/40hpw)	\$4944.77 mo	R39-6	10/01/2010
194. Soltis, Pamela	IBI Asst/Tutor (9.5mo/40hpw)	\$3764.16 mo	R24-15	10/01/2010
195. Spear, Kathleen	Independence Facilitator (9.5mo/30hpw)	\$ 16.21 hr	R22-4	10/01/2010
196. Stavron, Jeanne	Independence Facilitator (9.5mo/30hpw)	\$ 18.75 hr	R22-6	10/01/2010
197. Strick, Carolyn	Independence Facilitator (9.5mo/30hpw)	\$ 20.67 hr	R22-15	10/01/2010
198. Tambakis, Pamela	Independence Facilitator (9.5mo/30hpw)	\$ 17.86 hr	R22-5	10/01/2010
199. Tunuli, Jessica	IBI Asst/Tutor (9.5mo/40hpw)	\$3096.78 mo	R24-4	10/01/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 11, 2011  
Classified Employees

**APPROVE ASSIGNMENT ADJUSTMENT (Cont.)**

<u>Name</u>	<u>Assignment Adjustment</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
200. Vargas, David	Sr IBI Asst/Tutor (9.5mo/40hpw)	\$4591.72 mo	R36-6	10/01/2010
201. Velton, Christine	Independence Facilitator (9.5mo/30hpw)	\$ 21.19 hr	R22-20	10/01/2010
202. Walker, Karen	Independence Facilitator (9.5mo/30hpw)	\$3584.91 mo	R24-10	10/01/2010
203. Warren, Mary	Independence Facilitator (9.5mo/30hpw)	\$ 16.20 hr	R22-3	10/01/2010
204. Weston, Kelly	IBI Asst/Tutor (9.5mo/40hpw)	\$3414.20 mo	R24-6	10/01/2010
205. Whalen, Andrea	Sr IBI Asst/Tutor (9.5mo/40hpw)	\$4591.72 mo	R36-6	10/01/2010
206. Whaler, Katherine	Independence Facilitator (9.5mo/30hpw)	\$ 15.42 hr	R22-2	10/01/2010
207. Wilke, Stepanka	Independence Facilitator (9.5mo/30hpw)	\$ 17.86 hr	R22-5	10/01/2010
208. Wojaczynski, A.	Academic Advisor (11mo/40hpw)	\$4703.71 mo	R35-10	10/18/2010
209. Wolfson, Donna	Sr IBI Asst/Tutor (9.5mo/40hpw)	\$4164.83 mo	R36-4	10/01/2010
210. Wolfson, Meghan	Independence Facilitator (9.5mo/30hpw)	\$ 15.42 hr	R22-2	10/01/2010
211. Young, Susan	Elem Library Tech (9.5mo/17.5hpw)	\$ 17.02 hr	R24-3	10/01/2010

**PROFESSIONAL GROWTH STIPEND**

NTE \$500

212. Bishop, Eric  
213. Friedlander, Dorothy  
214. Thienngern, Todd

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT**

<u>Name</u>	<u>Additional Assignment</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
215. Allard, Adriana	School Clerk I (TAA NTE 20hrs)	\$18.30 hr	R23-5	10/22/2010- 06/23/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 11, 2011  
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
216. Anderson, Linda	Testing Asst (TAA NTE 50hrs)	\$13.74 hr	R19-1	10/20/2010- 12/31/2010
217. Brennan, Colleen	Testing Asst (TAA NTE 40hrs)	\$13.74 hr	R19-1	10/20/2010- 12/31/2010
218. Brown, Laura	Testing Asst (TAA NTE 25hrs)	\$13.74 hr	R19-1	11/01/2010- 12/31/2010
219. Brown, Nancy	Testing Asst (TAA NTE 25hrs)	\$13.74 hr	R19-1	10/20/2010- 12/31/2010
220. Dhaliwal, Kanwal	Testing Asst (TAA NTE 25hrs)	\$13.74 hr	R19-1	10/20/2010- 12/31/2010
221. Gallego, Marina	Testing Asst (TAA NTE 75hrs)	\$13.74 hr	R19-1	10/20/2010- 12/31/2010
222. Hernandez, Evelyn	Blngl Inst Asst (TAA NTE 10hpw)	\$20.17 hr	R21-15	08/09/2010- 08/20/2010
223. Irons, Sharon	Testing Asst (TAA NTE 35hrs)	\$13.74 hr	R19-1	10/20/2010- 12/31/2010
224. Kanamori, Verna	Independence Facilitator (TAA NTE 17.5hpw)	\$14.69 hr	R22-1	09/08/2010- 10/06/2010
225. Novack, Mary	Testing Asst (TAA NTE 125hrs)	\$19.33 hr	R19-15	07/26/2010- 09/03/2010
226. Regan, Mary	Testing Asst (TAA NTE 25hrs)	\$13.74 hr	R19-1	10/20/2010- 12/31/2010
227. Reid, Lisa	Testing Asst (TAA NTE 45hrs)	\$13.74 hr	R19-1	10/20/2010- 12/31/2010
228. Starr, Romy	MS Office Manager (TAA NTE 20hpw)	\$23.43 hr	R33-5	09/08/2010- 09/15/2010
229. Tullie, Carol	Testing Asst (TAA NTE 25hrs)	\$13.74 hr	R19-1	10/20/2010- 12/31/2010
230. Zipp, Tome	Testing Asst (TAA NTE 25hrs)	\$13.74 hr	R19-1	10/20/2010- 12/31/2010

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
PAY @ REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
231. Argent, Heidi	Preschool Teacher (TAA NTE 6hrs)	11/01/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 11, 2011  
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT (Cont.)**  
**PAY @ REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
232. Austerman, Judy	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
233. Avila, Therese	Independence Facilitator (TAA NTE 30hrs)	09/08/2010- 06/23/2011
234. Axtell, Barbara	Independence Facilitator (TAA NTE 30hrs)	09/08/2010- 06/23/2011
235. Ayon, Shari	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
236. Bacopulos, Dana	Inst Asst-Sp Ed (TAA NTE 30hrs)	09/08/2010- 06/23/2011
237. Bandettini, Sandra	Independence Facilitator (TAA NTE 30hrs)	09/08/2010- 06/23/2011
238. Beas, Estela	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
239. Bogard, Martha	Blngl Inst Asst (TAA NTE 2hpw)	09/08/2010- 06/23/2011
240. Bohn, Julia	Independence Facilitator (TAA NTE 15hpw)	11/01/2010- 11/26/2010
241. Brenner, Daniela	Caregiver (TAA NTE 30hrs)	09/08/2010- 06/23/2011
242. Brierley, Nena	Preschool Teacher (TAA NTE 8hrs)	11/01/2010
243. Burton, Irma	Blngl Inst Asst (TAA NTE 25hrs)	10/20/2010- 06/30/2011
244. Centeno, Celina	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
245. Cole, Patty	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
246. Colombo, Stacy	Independence Facilitator (TAA NTE 12.5hpw)	11/01/2010- 11/26/2010
247. Copeland, Melonie	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
248. Corner, Stacie	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
249. Dean, Deirdre	Independence Facilitator (TAA NTE 30hrs)	09/08/2010- 06/23/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 11, 2011  
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT (Cont.)**  
**PAY @ REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
250. Dias, Gloria	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
251. Diaz, Martha	Blngl Comm Svs Liaison (TAA NTE 16hrs)	10/22/2010- 06/23/2011
252. Duarte, Diane	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
253. Fitzhugh, Marlene	Blngl Inst Asst (TAA NTE 20.5hrs)	11/01/2010- 11/04/2010
254. Flotho, Lisa	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
255. Foulds, Lori	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
256. Fryer, Lisa	Caregiver (TAA NTE 30hrs)	09/08/2010- 06/23/2011
257. Gaffney, Lanett	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
258. Gillespie, Marti	Inst Asst-Sp Ed (TAA NTE 30hrs)	09/08/2010- 06/23/2011
259. Gonzalez, Berenice	Preschool Teacher (TAA NTE 26hrs)	11/01/2010- 06/23/2011
260. Grant, Mary	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
261. Grant, Tracy	IBI Asst/Tutor (TAA NTE 30hrs)	09/08/2010- 06/23/2011
262. Grulkowski, Susan	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
263. Hamidi, Aurora	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
264. Heesch, Jennifer	Preschool Teacher (TAA NTE 51hrs)	10/01/2010- 06/30/2011
265. Hernandez, Evelyn	Inst Asst-Sp Ed (TAA NTE 10hrs)	11/01/2010- 11/05/2010
266. Hernandez, Myrna	Blngl Comm Svs Liaison (TAA NTE 50hrs)	11/01/2010- 02/04/2011
267. Hunstein, Ellen	Preschool Teacher (TAA NTE 51hrs)	10/01/2010- 06/30/2011



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 11, 2011  
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT (Cont.)**  
**PAY @ REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
268. Hunt, Pam	Preschool Teacher (TAA NTE 8hrs)	11/01/2010
269. Ibara, Amy	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
270. Inskeep, Nancy	Inst Asst-Sp Ed (TAA NTE 30hrs)	09/08/2010- 06/23/2011
271. Jackson, Krista	Independence Facilitator (TAA NTE 30hrs)	09/08/2010- 06/23/2011
272. Jakovich, Jennifer	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
273. Jenkins, Bonnie	Inst Asst-Sp Ed (TAA NTE 30hrs)	09/08/2010- 06/23/2011
274. Jensen, Gayla	Independence Facilitator (TAA NTE 15hpw)	11/01/2010- 11/26/2010
275. Jones, D. Nikki	Inst Asst (TAA NTE 38hrs)	11/08/2010- 04/27/2011
276. Jurdi, Ghada	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
277. Kebler, Quincy	Preschool Teacher (TAA NTE 35hrs)	01/19/2011- 03/30/2011
278. Kuttel, Gwendolyn	Inst Asst-Sp Ed (TAA NTE 30hrs)	09/08/2010- 06/23/2011
279. Lee, Nancy	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
280. Lehman, Rosana	Inst Asst-Sp Ed (TAA NTE 30hrs)	09/08/2010- 06/23/2011
281. Leslie, Becky	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
282. Lloyd, Vicki	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
283. Lopez, Laura	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
284. Marmolejo, Marco	Blngl Comm Svs Liaison (TAA NTE 50hrs)	10/25/2010- 06/30/2011
285. Massey, Tarah	Preschool Teacher (TAA NTE 6hrs)	11/01/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 11, 2011  
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT (Cont.)**  
**PAY @ REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
286. Medina, Maria	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
287. Mickle, Jackie	Preschool Resource Teacher (TAA NTE 45hrs)	10/29/2010- 06/23/2011
288. Milligan, Debbie	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
289. Miranda, Maria	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
290. Mohammadi, Lili	Inst Asst-ELD (TAA NTE 2hrs)	11/01/2010
291. Morrow, Susi	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
292. Muniz, Maria	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
293. Neumiller, Nora	Blngl Clerk (TAA NTE 25hrs)	10/20/2010- 06/30/2011
294. Nieblas, Theresa	Preschool Teacher (TAA NTE 8hrs)	11/01/2010
295. Orgill, Janell	Independence Facilitator (TAA NTE 30hrs)	09/08/2010- 06/23/2011
296. Orozco, Martha	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
297. Oxley, Judith	Independence Facilitator (TAA NTE 30hrs)	09/08/2010- 06/23/2011
298. Poudrier, Cindy	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
299. Quinn, Olivia	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
300. Reynolds, Kathleen	Inst Asst-Sp Ed Preschool (TAA NTE 30hrs)	09/08/2010- 06/23/2011
301. Rios, Amada	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
302. Rogers, Malissa	School Clerk II (TAA NTE 125hrs)	10/25/2010- 04/30/2011
303. Rydquist, Carol	Independence Facilitator (TAA NTE 30hrs)	09/08/2010- 06/23/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 11, 2011  
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT (Cont.)**  
**PAY @ REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
304. Salinas, Maria	Independence Facilitator (TAA NTE 15hpw)	11/04/2010- 12/09/2010
305. Scinico, Dorcas	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
306. Simon, Pamela	Independence Facilitator (TAA NTE 30hrs)	09/08/2010- 06/23/2011
307. Smith, Anne	Independence Facilitator (TAA NTE 2.5hrs)	10/11/2010- 11/05/2010
308. Valles, Susan	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
309. Vargas, Estrella	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
310. Whaler, Katherine	Independence Facilitator (TAA NTE 30hrs)	09/08/2010- 06/23/2011
311. Whelchel, Yvette	Preschool Teacher (TAA NTE 8hrs)	11/01/2010
312. White, Julia	Preschool Teacher (TAA NTE 66hrs)	09/01/2010- 06/30/2011
313. White, Laurie	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
314. Wisniewski, M.	Independence Facilitator (TAA NTE 30hrs)	09/08/2010- 06/23/2011
315. Ybarra, Gigi	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
316. Yerena, Maricela	Preschool Teacher (TAA NTE 6hrs)	11/01/2010
317. You, Siew Mei	Independence Facilitator (TAA NTE 30hrs)	09/08/2010- 06/23/2011

**APPROVE SUBSTITUTE IN DIFFERENT CLASSIFICATION**

<u>Name</u>	<u>Current Assignment</u>	<u>Classification Sub As Needed</u>	<u>Range/Step Salary</u>	<u>Effective Date</u>
318. Bochniarz, Rima	MS Campus Supv (9.5mo/19.35hpw)	Opportunity Asst	R24-15 \$21.72 hr	09/08/2010- 06/23/2011
319. Copeland, Sheila	MS Campus Supv (9.5mo/17.5hpw)	Opportunity Asst	R23-5 \$18.30 hr	11/01/2010- 06/22/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 11, 2011  
Classified Employees

**APPROVE SUBSTITUTE IN DIFFERENT CLASSIFICATION (Cont.)**

<u>Name</u>	<u>Current Assignment</u>	<u>Classification Sub As Needed</u>	<u>Range/Step Salary</u>	<u>Effective Date</u>
320. Crites, Kathleen	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Independence Facilitator	R22-1 \$14.69 hr	10/13/2010- 06/23/2011
321. Czajkowski, Lori	MS Campus Supv (9.5mo/15hpw)	MS Campus Supv	R24-3 \$17.02 hr	11/01/2010- 06/22/2011
322. Fragnito, Cecilia	MS Campus Supv (9.5mo/17.5hpw)	Opportunity Asst	R23-5 \$18.76 hr	11/01/2010- 06/22/2011
323. Pace, Dayna	MS Campus Supv (9.5mo/17.5hpw)	Opportunity Asst	R24-3 \$17.02 hr	11/01/2010- 06/23/2011
324. Ponce de Leon, A.	MS Campus Supv (9.5mo/17.5hpw)	Opportunity Asst	R24-5 \$18.76 hr	11/09/2010- 06/22/2011
325. Sheehan, Donna	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Opportunity Asst	R24-4 \$17.87 hr	09/08/2010- 06/23/2011
326. VanErt, Jean Marie	MS Campus Supv (9.5mo/17.5hpw)	Opportunity Asst	R24-10 \$20.68 hr	09/08/2010- 06/13/2011



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

TO: Joseph M. Farley, Superintendent  
FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services  
SUBJECT: **CERTIFICATED PERSONNEL ACTIVITY**

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**BACKGROUND INFORMATION**

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

**FINANCIAL IMPLICATIONS**

These positions will be charged to the appropriate fund and are included in the adopted budget.

**STAFF RECOMMENDATION**

It is recommended the Board approve the Certificated Personnel Activity list.



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, January 11, 2011  
Certificated Employees

**ACCEPT RESIGNATIONS/TERMINATIONS**

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Date of Employment</u>	<u>Date of Separation</u>
1. Hause, Monet	Principal	Relocation	11/15/2005	12/17/2010
2. Sutton, Marjorie	Counselor	Voluntary	09/23/2004	12/31/2010

**APPROVE HOME/HOSPITAL TEACHERS**

Pay @ \$35.00 per hour

3. Carson, Megan	9. Morgan, Lynne
4. Farrell, Valerie	10. Morgan, Shauna
5. Freeman, Denene	11. Pagel, Velda
6. Kenney, Valerie	12. Scott, Ryan
7. Manzotti, Maria	13. Styles, Karen
8. Melendrez, Margo	14. Valencia, Danielle

**APPROVE ADULT EDUCATION TEACHERS**

Pay @ \$29.00 per hour

15. Lively, Brian

**APPROVE SUBSTITUTE TEACHERS**

Pay @ \$90.00 per day

16. Boehler, Frank	18. Regan, Alison
17. MacFarland, Angela	19. Wilburton, Philip

**APPROVE 6/5<sup>th</sup> ASSIGNMENT 1<sup>st</sup> SEMESTER**

20. Davey, John**	25. Laubach, Lynelle*
21. Delfosse, Michael*	26. Lipsett, Robert*
22. Fox, Megan*	27. Rosa, Matthew**
23. Heuser, Rachel*	28. Royal, Susan**
24. Johnson, Cheri**	29. Stinson, Alice**

\* 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>
30. Coffin, Diane	ETAP I	Teacher	07/01/2010
31. Fernandez, Irma	Teacher	ETAP I	10/18/2010
32. Gerbosi, Robert	STAP I	STAP II	09/08/2010



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, January 11, 2011  
Certificated Employees

**APPROVE ASSIGNMENT ADJUSTMENTS (Cont.)**

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
33. Gilpin, Gail	ETAP I	Teacher	09/08/2010
34. Hall, Shelley	Teacher 60%	Teacher 100%	09/02/2010
35. Herbold, Keith	Teacher	STAP I	09/28/2010
36. Marcus, Lisa	Teacher 80%	Teacher 100%	09/07/2010
37. Newton, Kelly	Teacher	ETAP I	11/18/2010
38. Peyton, Jeanne	STAP I	Teacher	09/08/2010
39. Pillar, Vicki	Teacher 100%	Teacher 60%	11/01/2010
40. Robinson, Lauren	STAP I	STAP II	09/08/2010
41. Wilson, Keith	ETAP I	Teacher	09/01/2010

**APPROVE ADDITIONAL ASSIGNMENTS**

42. After School Intervention Classes-San Juan Elementary  
NTE 28.5 hours instructional pay @ \$35.00 per hour 10/22/2010-06/23/2011
43. After School "Homework Zone"-Niguel Hills MS  
NTE 94 hours instructional pay @ \$35.00 per hour 10/04/2010-02/03/2011
44. Attend SST Training-Staff Development  
NTE 2 hours non-instructional pay @ \$30.00 per hour 11/18/2010-11/18/2010
45. Attend Beckman Science 5<sup>th</sup> grade "Weather and Water" Training-Staff Development  
NTE 3.5 hour non-instructional pay @ \$30.00 per hour 10/23/2010-10/23/2010
46. Enhancing Technology Through Technology (EETT)-TIS  
NTE 16 hours non-instructional pay @ \$30.00 per hour 10/02/2010-06/23/2011
- Substitute for Mandatory Instruction for Family Members of DHH-Crown Valley Elementary  
NTE 10 hours non-instructional pay @ \$30.00 per hour  
10/04/2010-05/27/2011
47. Thomas-Mackey, Peggy
- Mandatory Instruction for Family Members of DHH Students-Crown Valley Elementary  
NTE 25 hours non-instructional pay @ \$30.00 per hour  
10/04/2010-05/27/2011
48. Buckman, Jennifer 49. Coe, Sue Marie
- Mandatory Instruction for Family Members of DHH Students-Crown Valley Elementary  
NTE 30 hours non-instructional pay @ \$30.00 per hour  
09/08/2010-06/23/2011
50. Hemenway, Nancy

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, January 11, 2011  
Certificated Employees

**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

Teach Reading Intervention Class Before School-Chaparral Elementary  
NTE 69 hours instructional pay @ \$35.00 per hour  
01/04/2011-06/16/2011

51. Stetter, Dena

ELD Advisor-Crown Valley Elementary  
NTE 45 hours non-instructional pay @ \$30.00 per hour  
09/08/2010-06/23/2011

52. Seftel, Anna

Teacher to Move Classroom-Hankey Elementary  
NTE 18 hours non-instructional pay @ \$30.00 per hour  
08/18/2010-08/31/2010

53. Meserve, Roklyn

55. Winters, Randi

54. Serafini, Kay

ELD Advisor-Laguna Niguel Elementary  
NTE 22.5 hours non-instructional pay @ \$30.00 per hour  
09/01/2010-06/30/2011

56. Cunningham, Constance

57. Peel, Maureen

After School Hourly Supplemental Homework Club-Las Flores Elementary  
NTE 44 hours instructional pay @ \$35.00 per hour  
11/15/2010-05/26/2011

58. Milan, Debbie

Instructional Intervention and Academic Support for At-Risk Students-Marblehead Elementary  
NTE 73 hours instructional pay @ \$35.00 per hour  
07/01/2010-06/23/2011

59. Maroshek, Barbara

Teach After School Intervention Class-R.H. Dana Elementary  
NTE 40 hours instructional pay @ \$35.00 per hour  
11/15/2010-04/27/2011

60. Beyer, Quinn

62. Meyers, Bonny

61. Granja, Patricia

Latino Family Literacy Project Parenting Classes-San Juan Elementary  
NTE 22 hours instructional pay @ \$35.00 per hour  
11/01/2010-03/01/2011

63. Camacho, Isis

64. Derrig, Sophia

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, January 11, 2011  
Certificated Employees

**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

To Attend State Math New Teacher Training-San Juan Elementary  
NTE 4 hours non-instructional pay @ \$30.00 per hour  
09/01/2010

65. Herrera, Deborah

Conduct DIBELS Testing-Vista del Mar Elementary  
NTE 6 hours instructional pay @ \$35.00 per hour  
08/11/2010-08/12/2010

66. Stamen, Barbara

Teach Homework Club-Aliso Viejo MS  
NTE 25 hours instructional pay @ \$35.00 per hour  
10/21/2010-05/30/2011

67. Garell, Nancy

Teach Math Village Pre Algebra-Aliso Viejo MS  
NTE 25 hours instructional pay @ \$35.00 per hour  
11/15/2010-05/30/2011

68. Herbold, Keith

Teach Soar to Success-Aliso Viejo MS  
NTE 65 hours instructional pay @ \$35.00 per hour  
11/15/2010-05/30/2011

69. Zuer, Elyssa

Teach Fast Math and Fraction Nation-Aliso Viejo MS  
NTE 90 hours instructional pay @ \$35.00 per hour  
11/01/2010-05/30/2011

70. Hackstadt, P. Michael

Teach After School Cooking Class-Marco Forster MS  
NTE 21 hours instructional pay @ \$35.00 per hour  
10/07/2010-01/20/2011

71. Deptola, Cheri

Teach ZAP Class-Newhart MS  
NTE 70 hours instructional pay @ \$35.00 per hour  
09/08/2010-06/10/2011

72. Franz, Debra

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, January 11, 2011  
Certificated Employees

**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

Before School Math Intervention Class-Niguel Hills MS

NTE 84 hours instructional pay @ \$35.00 per hour  
10/05/2010-02/02/2011

73. Freeman, Denene  
74. Pagel, Velda

75. Steidle, Gwynne

After School Activate Program-Shorecliffs MS  
NTE 54 hours instructional pay @ \$35.00 per hour  
10/12/2010-06/22/2011

76. Anderson, Sean

77. Morales, Thomas

Saturday School Supervision-Aliso Niguel HS  
NTE 16 hours instructional pay @ \$35.00 per hour  
11/05/2010-06/22/2011

78. Bennett, Katie

ADD/SIOP Observations/Coaching/Debriefing-Aliso Niguel HS  
NTE 24 hours non-instructional pay @ \$30.00 per hour  
11/05/2010-02/28/2011

79. Arena, Franco  
80. Carrington, John

81. Mosier, Jason  
82. Quirk, Julianne

Conduct Student Activities After Hours and on Weekends-Aliso Niguel HS  
NTE 300 hours instructional pay @ \$35.00 per hour  
02/07/2011-06/30/2011

83. Mahindrakar, Manoj

Saturday School Supervision-Aliso Niguel HS  
NTE 16 hours instructional pay @ \$35.00 per hour  
09/08/2010-02/04/2011

84. Bucher, Ernie  
85. Chavez-Rock, Barbara  
86. Marsh, Barbara  
87. Martin, Debra

88. Morgan, Robert  
89. Smith, Sarah  
90. Turney, Jason  
91. Weinstein, Dave

AVID Summer Institute-Capistrano Valley HS  
NTE 21.4 hour instructional pay @ \$35.00 per hour  
07/26/2010-07/30/2010

92. Hawkins, Tracy

93. Phelps, Susan

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, January 11, 2011  
Certificated Employees

**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

STAP I-Capistrano Valley HS

NTE 33.34 hours non-instructional pay @ \$30.00 per hour  
09/08/2010-06/22/2011

94. Williamson, Sean

ELD Advisor-Capistrano Valley HS

NTE 440 hours non-instructional pay @ \$30.00 per hour  
09/01/2010-06/30/2011

95. Sweeny, Alba

DMV Instruction-San Clemente HS

NTE 30 hours instructional pay @ \$35.00 per hour  
05/24/2010-06/10/2010

96. Shick, Allison

Saturday School Substitute-San Clemente HS

NTE 12 hours instructional pay @ \$35.00 per hour  
11/01/2010-06/23/2011

97. Buckman, Andrea

100. Lewis, Anne

98. Feyk, Mike

101. Ortiz, Jaime

99. Koester-Obispo, Summer

102. Satterlee, Robin

Training and Peer Coaching-San Juan Hills HS

NTE 30 hours instructional pay @ \$35.00 per hour  
10/01/2010-06/23/2011

103. Brotherton, Jill

106. Stress, Darcie

104. Kolenic, Rita

107. Tinker, James

105. Lynde, Robert

ELD Advisor-San Juan Hills HS

NTE 100 hours non-instructional pay @ \$30.00 per hour  
09/07/2010-06/24/2011

108. Villalba, Fernanda

Saturday School Proctor-Tesoro HS

NTE 4 hours instructional pay @ \$35.00 per hour  
10/23/2010-12/11/2010

109. Ruffer, Stacy

110. Trotter, Chad

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, January 11, 2011  
Certificated Employees

**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

Curriculum Development for HSD Program-Adult and Comm Ed  
NTE 19.5 hour per week instructional pay @ \$31.00 an hour  
08/01/2010-09/04/2010

111. Dempsey, Patrice

Staff Development/Trainings to CUSD Teachers-ELD  
NTE 40 hours non-instructional pay @ \$30.00 per hour  
09/01/2010-06/30/2011

112. Freeman, Denene

Cover for APE Specialist-Special Education  
NTE 12 hours non-instructional pay @ \$30.00 per hour  
10/06/2010-04/01/2011

113. Brannon, Desiree

114. Collings, Jan

Assessment on Litigation Case-Special Education  
NTE 30 hours non-instructional pay @ hourly per diem rate  
11/01/2010-01/10/2011

115. Pettet, Stephanie

Provide Instruction for Home Bound Students-Special Education  
NTE 22 hours instructional pay @ hourly per diem rate  
06/28/2010-08/04/2010

116. Pagel, Velda

Student Assessment-Special Education  
NTE 10 hours non-instructional pay @ hourly per diem rate  
10/21/2010-12/20/2010

117. Kerins, Tracy

Attend SST Meeting-Staff Development  
NTE 2 hours non-instructional pay @ \$30.00 per hour  
11/18/2010

118. Gebert, Betty

Beckman Science Lead-Title II  
NTE 6 hours non-instructional pay @ \$30.00 per hour  
09/01/2009-06/30/2010

119. Wolbrink, Barbara

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, January 11, 2011  
Certificated Employees

**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

Attend Video Boot Camp Course-Title II  
NTE 8.5 hours non-instructional pay @ \$30.00 per hour  
10/01/2010-12/30/2010

120. Devaney, Brian

121. Moore, Michael

**APPROVE LEAVES OF ABSENCE**

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
122. Hall, Tiffany	Child Care	02/14/2011-04/01/2011
123. Koester-Obispo, Summer	Personal	02/07/2011-06/24/2011
124. Snedeker, Meaghan	Child Care	05/23/2011-06/24/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

TO: Joseph M. Farley, Superintendent

FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services

SUBJECT: **GOVERNMENT CLAIM: 10-89155 DP**

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**BACKGROUND INFORMATION**

This agenda item pertains to a claim filed against the Capistrano Unified School District by attorney Holly Oxford, on behalf of her minor child. The claimant alleges injury when the minor child collided with a gate latch while exiting the baseball field at Forster Ranch Community Park, located adjacent to Bernice Ayer Middle School (Exhibit A). This park is subject to a joint use agreement between the District and City of San Clemente. This agreement stipulates that the city will maintain the Forster Ranch Community Park property (Exhibit B).

This claim is brought before the Board of Trustees because the amount of the claim is in excess of \$25,000.

**CURRENT CONSIDERATIONS**

It is the recommendation of the District's liability claims administrator to deny this claim to establish the statute of limitations.

**FINANCIAL IMPLICATIONS**

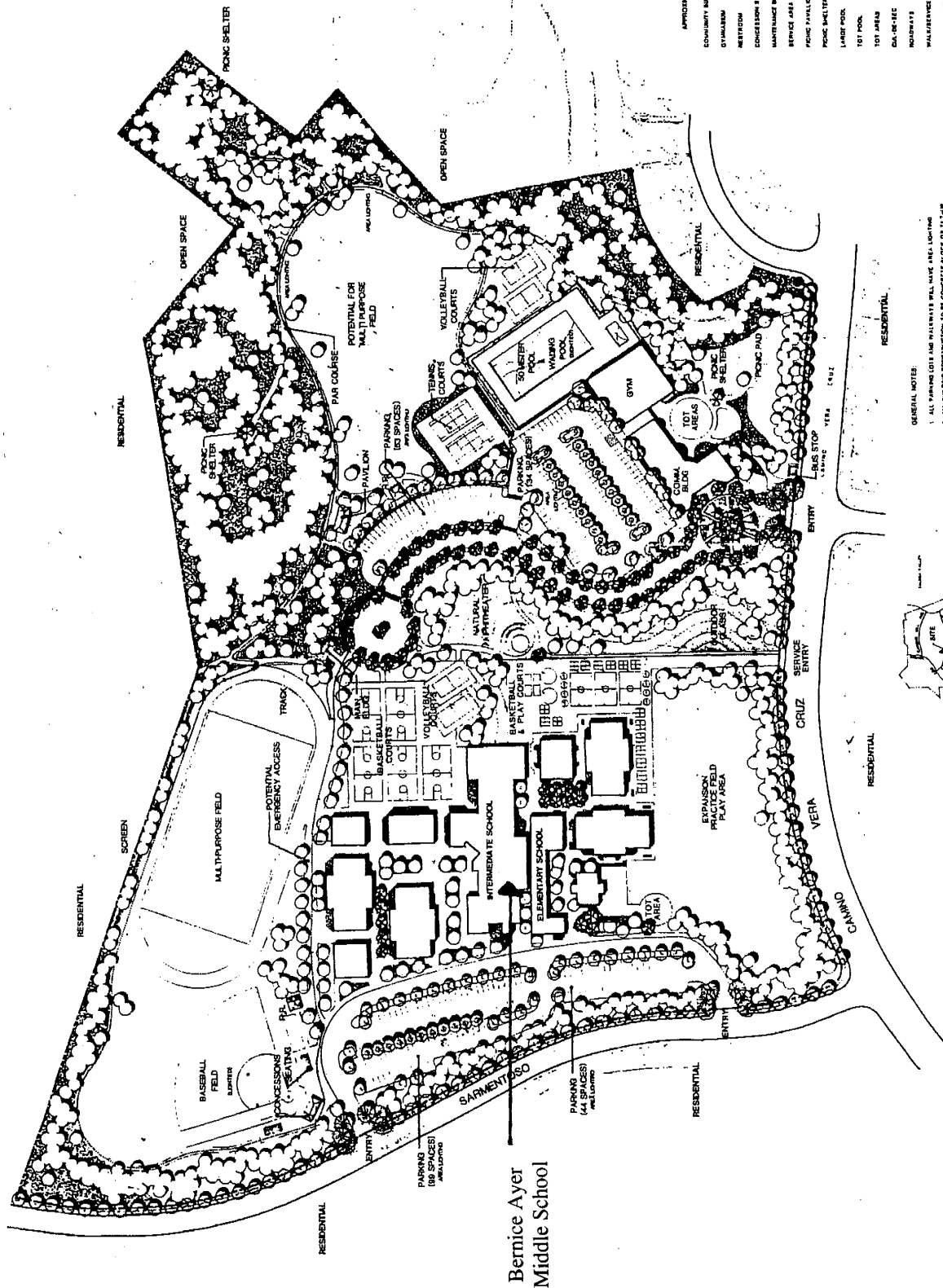
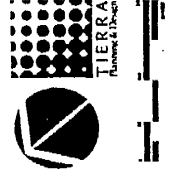
Denial of this claim does not have any financial implications on the general fund budget.

**STAFF RECOMMENDATIONS**

It is recommended the Board of Trustees deny this claim filed against the Capistrano Unified School District. Staff will follow up with appropriate action.

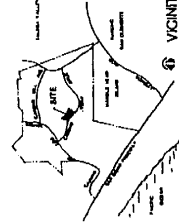




[illegible]


GENERAL NOTES:

1. ALL PARKING LOTS AND DRIVEWAYS SHALL HAVE ADEQ. SIGN-AGE
2. ALL BUILDING CONSTRUCTION TO BE COMPLETED BY 09/12/10
3. TOTAL PARKING LOT SPACE COUNT
4. 8,000 SQ. FEET PER LOT SPACE
5. PARKING PROPORTION 10:1
6. FACILITIES SHALL HAVE LOTS UNLESS OTHERWISE SPECIFIED
7. ALL PLAYING AREAS WILL BE SEPARATED BY A CONCRETE W/OW-SPRINK
8. ALL PROPOSED LOTS ARE SMALL LOT EXCEPT AS NOTED
9. LOT 111 IS CROSS AREA 70' X 100' LIGHT PLANTER MAX 11' X 10'
10. 3000' W/ 118 CROSS AREA 70' X 100' LIGHT PLANTER MAX 11' X 10'
11. 33 ACRES OF PONDAGE W/TE WILL BE MAINTAINED AT THE CITY PARK LOT 275.0000 ACRES
12. 10 MET ACRES DULATED THAN 4.0

[illegible]



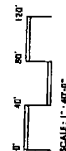
### PLANTING LEGEND

- |  |  |  |
|--|--|--|
|  <p><b>CANOPY TREE</b></p> <p>Female catkins<br/>         Immature samaras<br/>         Immature cones<br/>         Catkins drooping<br/>         18 gallon minimum</p> | <p>each 100</p> <p>Shoreline Pine<br/>         Creosote Pine<br/>         Monterey Cypress<br/>         Monterey Cypress<br/>         Torrey Pine</p>  | <p>each 100</p> <p>Creosote Maple Tree<br/>         Monterey Cypress<br/>         Monterey Cypress<br/>         Monterey Cypress</p> |
| <p><b>SCREEN TREE</b></p> <p>Male catkins<br/>         Mature samaras<br/>         Mature cones<br/>         Catkins drooping<br/>         18 gallon minimum</p>   | <p>each 100</p> <p>Male catkins<br/>         Mature samaras<br/>         Mature cones<br/>         Catkins drooping<br/>         18 gallon minimum</p> | <p>each 100</p> <p>Creosote Maple Tree<br/>         Monterey Cypress<br/>         Monterey Cypress<br/>         Monterey Cypress</p> |
| <p><b>ACCENT TREE</b></p> <p>Male catkins<br/>         Mature samaras<br/>         Mature cones<br/>         Catkins drooping<br/>         18 gallon minimum</p>   | <p>each 100</p> <p>Male catkins<br/>         Mature samaras<br/>         Mature cones<br/>         Catkins drooping<br/>         18 gallon minimum</p> | <p>each 100</p> <p>Creosote Maple Tree<br/>         Monterey Cypress<br/>         Monterey Cypress<br/>         Monterey Cypress</p> |

- [illegible]

### DRAWING LEGEND

- Concrete  
Lawn  
Shielded Floodlight  
14" Post Top Light  
Parking Light  
Picnic Table  
Bench



NOTE:  
ALL REMAINING LAND OWNED  
BY THE SCHOOL DISTRICT TO BE  
MAINTAINED BY DISTRICT.

## MAINTENANCE LEGEND

## CITY MAINTENANCE

**FORSTER RANCH COMMUNITY PARK**  
**SITE DEVELOPMENT PLAN**  
SAN CLEMENTE, CALIFORNIA



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

TO: Joseph M. Farley, Superintendent

FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services

SUBJECT: **FIRST QUARTER SITE REVIEW REPORT ON COMPLAINTS  
RELATIVE TO THE WILLIAMS SETTLEMENT UNIFORM  
COMPLAINT PROCEDURE FOR THE 2010-2011 SCHOOL YEAR**

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**BACKGROUND INFORMATION**

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

The law also requires that districts report any deficiencies or the absence of deficiencies to the Board of Trustees at a regularly scheduled public meeting. In addition, this information is shared with the Orange County Superintendent of Schools.

**CURRENT CONSIDERATIONS**

During the first quarter of each school year, OCDE performs an inspection of district schools ranked within Deciles 1, 2 or 3. Kinoshita and San Juan Elementary are included in these categories and thus were inspected. On both campuses, minor issues were identified (Exhibit A). These concerns were then resolved by the Maintenance Department (Exhibit B).

This agenda item presents for review the Williams Report and staff follow-up from the first quarter of the 2010-2011 school year.

**FINANCIAL IMPLICATIONS**

There are no financial implications in the Board's acceptance of this report or acknowledgement that these complaints were filed.

**STAFF RECOMMENDATION**

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





WILLIAM M. HABERMehl  
County Superintendent of Schools

**Williams Settlement Legislation  
Capistrano Unified School District  
1<sup>st</sup> Quarter Site Review Report  
Fiscal Year 2010-2011  
Prepared by the Orange County Department of Education**

This report summarizes the results of Williams site reviews at decile 1 - 3 schools conducted on September 22, 2010.

**INSTRUCTIONAL MATERIALS**

For the 2010-2011 fiscal year, Capistrano Unified School District is considered to be in compliance with the terms of the Williams Settlement Legislation concerning the sufficiency of textbooks and instructional materials\*.

School	Review Date	Subject	Textbook/Instructional Materials Insufficiencies Found
Kinoshita Elementary	9/22/2010		NONE
San Juan Elementary	9/22/2010		NONE

\* "Sufficient textbooks and instructional materials" means every pupil, including English Language Learners, has a textbook in the four core subject areas of math, English language arts, science and history to use in class and to take home (middle and high school includes foreign language, health and science laboratory equipment).

**FACILITIES**

All schools were reviewed with respect to the safety, cleanliness, and adequacy of school facilities. Any deficiencies were reported to school administrators.

School Site	Review Date	Room/Area	Facility Conditions Identified
Kinoshita Elementary	9/22/2010	Kitchen	Fire extinguisher expired
San Juan Elementary	9/22/2010	Drinking fountain by Room 13	Both faucets - low pressure

Respectfully submitted,

*Ellin Chariton*

Ellin Chariton

Executive Director, School and Community Services  
Phone: (714) 966-4312 Email: echariton@ocde.us

*11/5/10*  
Date



WILLIAM M. HABERMehl  
County Superintendent of Schools





<u>109965</u>	SAN JUAN S. Pule	10/29/2010 Regular	Completed 11/1/2010	NEXT TO ROOM 13 The pressure in the water fountain next to room 13 needs to be adjusted.	Helton, Brent PLUMBING
---------------	------------------------	-----------------------	------------------------	--	------------------------------

Jeff, listed is the WO for San Juan. The Kinoshita fire extinguisher job was also completed, but it was done by Nationwide Fire, hence, no W.O.

Dan Bones  
Maintenance Planner/Mechanical Trades  
Maintenance and Operations  
Capistrano Unified School District  
32972 Calle Perfecto  
San Juan Capistrano, CA 92675  
Voice (949) 234-9546  
Fax (949) 248-7104  
Email debones@capousd.org



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

TO: Joseph M. Farley, Superintendent  
FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services  
SUBJECT: **STUDENT TEACHING AGREEMENT, UNIVERSITY OF REDLANDS**

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**BACKGROUND INFORMATION**

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

**CURRENT CONSIDERATIONS**

CUSD partners with out-of-area colleges and universities in order to broaden the ability to support aspiring teachers in hard to fill subject areas (i.e. special education, science, math, foreign language). This agenda item presents for Board approval the renewal of a Student Teaching Agreement with the University of Redlands (Exhibit A).

**FINANCIAL IMPLICATIONS**

There is no financial impact.

**STAFF RECOMMENDATION**

It is recommended the Board approve the renewal of the University of Redlands Student Teaching Agreement to extend the field-based support for developing teachers with the University of Redlands (Exhibit A).



**EDUCATIONAL FIELDWORK AGREEMENT  
2011-2013**

**SIGN AND RETURN**

This agreement is entered into by and between the **CAPISTRANO UNIFIED SCHOOL DISTRICT** hereinafter called the "District"), and the **UNIVERSITY OF REDLANDS** (hereinafter called the "University"). This term of agreement shall be from **1 July 2011** until **30 June 2013**.

**A. RECITALS**

1. The purpose of this Agreement is to provide educational fieldwork experiences to students enrolled in the Professional Educational curriculum of the University. This Agreement is entered into pursuant to the applicable provisions of the California Educational Code, including, but not limited to, Section 11006.
2. Notwithstanding any other provisions herein, this Agreement shall become operant only pursuant to the provisions of Board Policy/Administrative Regulation of the District.

**B. OPERATIVE PROVISIONS**

1. The District shall provide educational fieldwork experiences in schools, classes or other appropriate sites of the District, under the direct supervision and instruction of certificated employees of the District, not to exceed 16 semester units of credit per student.
2. The District may, for good cause, refuse to accept for participation, any student of the University assigned to educational fieldwork experiences in the District. The University shall terminate the assignment of any student of the University upon the District's request, which request shall be made only for good cause.
3. In performance of this Agreement, each of the parties hereto agrees that it shall not discriminate against any student on the basis of race, color, religion, ancestry, national origin, physical or mental impairment, sex, or any other basis prohibited by law.
4. Credential and degree candidates assigned field experiences in #6 that follows, will have California Department of Justice and Federal Bureau of Investigation fingerprint clearance documentation on file with the University.
5. Credential candidates assigned field experiences in #6 that follows, will be provided early educational fieldwork experiences including the appropriate student and school permission embedded in the California Commission on Teacher Credentialing TPA (Teacher Performance Assessment), a required mandate.
6. Assignment of a student of the University to pre-service fieldwork experiences in schools will be under the following definitions:

**"Student Teachers"** means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid classroom teaching experiences and/or individualized therapy under the supervision of a regularly credentialed employee of the District. An assignment of a student of the University to a student teaching or placement in schools of the District shall be at the discretion of the University, working cooperatively with the District. The assignment shall last for a designated period of time, not to exceed a full semester of 15 weeks.

**"Clinic Teachers"** means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, to engage in limited unpaid classroom teaching experiences under the supervision of a regularly credential employee of the District. Clinic teaching is designed to provide

University teacher candidates limited exposure and practice to teaching methods for a designated period (usually 4 to 6 weeks). Arrangements for this experience will be made cooperatively between the University supervisor and the principal of the participating school.

**“Student Interns”** means person recommended by the University possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid educational service experiences (counseling, administration, librarianship, etc.) under the supervision of a regularly credentialed employee of the District.

**“Teaching Interns”** means persons recommended by the University possessing a certificate of clearance and an Internship Credential, who have been approved to engage in paid teaching services under the supervision of a regularly credentialed employee of the District and a University supervisor for a minimum of 18 weeks. The University reserves the right to issue or deny the preliminary teaching credential at the end of the internship experience. Either the District or the University may remove the teaching intern for unsatisfactory performance.

**“Student Observers”** means persons recommended by the University who have been approved to engage in observation of classroom teaching or other educational services performed by regularly credentialed employees of the District. Student observers may be permitted to engage in limited educational fieldwork experiences under the direct supervision and in the presence of a regularly credentialed employee of the District.

**“Education Administration Fieldwork/Interns”** means persons recommended by the University who hold a baccalaureate degree from a regionally accredited institution of higher education (EC 44453) and has completed three years experience on a prerequisite credential, received a passing score on the CBEST, and is eligible for an Administrative Internship Credential, who have been approved to engage in paid administrative services, if this does not displace a certificated employee, and shall be under the supervision of a regularly credentialed employee of the District and a University supervisor for a minimum of 16 weeks. The University authorizes the candidates in an administrative internship program to assume the functions authorized by the regular administrative services credential. The University reserves the right to issue or deny the preliminary administrative credential at the end of the internship experience. Either the District or the University may remove the administrative intern for unsatisfactory performance.

**“Counseling Fieldwork Candidates”** means persons recommended by the University, possessing a certificate of clearance, current TB test, and passing CBEST, have completed an application for Field Placement approved by the Counseling Fieldwork Coordinator, completed 100 hours of practicum with a 3.0 GPA or better in the following courses: Educ. 601 Interpersonal Relationships, Educ. 602 Pluralism in Education and Educ. 657A Practicum Fieldwork in Counseling. Candidates have enrolled in or completed the following courses: Educ. 653 Techniques of Counseling & Consultation, and Educ. 680 Human Development Across the Life Span. Candidates will be under the supervision of a regularly paid pupil personnel service credentialed employee of the District and a University supervisor. One hour of supervision will be provided by the district supervisor for every 40 hours of fieldwork experience. The district supervisor and the counseling candidate will decide on the number of fieldwork hours to be completed at any given site. This information will be noted in writing prior to beginning the fieldwork experience. A total of 600 clock hours of fieldwork is required to complete the pupil personnel services credential. 400 hours must be completed in public K-12 settings, and up to 200 hours can be completed in non-public counseling settings. The 400 hours of public K-12 experience must be in at least 2 of 3 levels with 200 hours in each setting (i.e. elementary, middle school or high school). The University reserves the right to issue or deny the pupil personnel services credential at the end of the field experience. Either the District or the University may remove the counseling candidate for unsatisfactory performance.

7. The assignment of a student of the University to pre-service fieldwork experiences in the District shall be deemed to be effective for the purposes of this Agreement as of the date the University presents to the proper authorities of the District a document effecting such assignment or through other procedures established and communicated by the District.
8. The University will be responsible for providing a University supervisor or person designated and employed by the University to direct, supervise, and evaluate the performance of students of the University engaged in pre-service fieldwork experiences. This person(s) will work cooperatively with those individuals in the District responsible for placement and direct supervision.
9. The University is obligated to maintain neutrality in the District's labor disputes, to ensure that all field experiences, including practice teaching, will be educationally valid, and to avoid placing its students in situations in which there is a risk of physical injury.
  - A. In the event of a labor dispute in the District, University students involved in field experiences shall report to the University until the University supervisor and program coordinator have assessed the situation.
  - B. During a labor dispute at a District field experience site, University faculty members who supervise students will visit the District's school site on a regular basis to observe, to meet with District personnel, and to determine whether the situation remains educationally valid and physically safe for field experience activity.
  - C. During disputes, if the situation is educationally valid and physically safe and the District teacher is present in his/her regular position, the University supervisor will allow the student the option of continuing to practice teach at that site or of terminating the assignment.

#### **C. FINANCIAL PROVISION**

1. It has been determined between the parties hereto that any payments to be made to the District or its employees under this Agreement do not exceed the actual cost to the District of the services rendered by the District.
2. Notwithstanding any other provisions of this Agreement, the University shall not be obligated by this Agreement to pay the District or its employees any amount in excess of the total sum set forth in financial provisions.
3. The University shall tender to the Master Teacher an honorarium of \$100.00 per seven week period for each full-time student teacher of the University assigned to schools in the District, to be paid at the end of the assignment.
4. For Counseling Fieldwork Candidates only, the University shall tender to the site supervisor a \$100.00 honorarium to be paid at the end of the assignment.

#### **D. ALTERATION DISCLAIMER**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding of agreement not incorporated herein shall be binding on any of the parties hereto.



## **E. OTHER AGREEMENT**

This Agreement replaces all previous agreements between the **UNIVERSITY OF REDLANDS** and the **CAPISTRANO UNIFIED SCHOOL DISTRICT**. This Agreement may be extended or modified for subsequent periods of time with the written agreement of both parties.

This Agreement is executed this day **1 November 2010**.

### **CAPISTRANO UNIFIED SCHOOL DISTRICT**

By \_\_\_\_\_

Jodee Brentlinger

Assistant Superintendent, Personnel Services

### **UNIVERSITY OF REDLANDS**

By \_\_\_\_\_

Dr. Robert Denham

Dean, School of Education

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: **GANG REDUCTION AND INTERVENTION PARTNERSHIP (GRIP)**

---

**BACKGROUND INFORMATION**

In March of 2008 the District Attorney's Office and the Orange County Sheriff's Department approached Capistrano Unified School District and requested the Capistrano Unified School District participate in Gang Reduction and Intervention Partnership (GRIP). The program utilizes numerous agencies and organizations to implement a variety of strategies to eliminate gang involvement.

**CURRENT CONSIDERATIONS**

GRIP is currently utilized by five schools in San Juan Capistrano and four schools in San Clemente. Each of our participating schools has seen a reduction in disciplinary issues and an improvement in attendance and academics.

**FINANCIAL IMPLICATIONS**

There is no financial impact.

**STAFF RECOMMENDATION**

It is recommended the Board recognize Mike Beekman, Executive Director, Safety and Student Services, to present additional information (Exhibit A) regarding GRIP to the Board.

INFORMATION/  
DISCUSSION



# San Juan Capistrano & San Clemente GRIP

## Gang Reduction & Intervention Partnership



## The GRIP Concept

Create Gang-Free Schools  
and then Create Gang-Free Communities

### 5 Targeted Schools In San Juan Capistrano

DEL OBISPO ELEMENTARY SCHOOL  
KINOSHITA ELEMENTARY SCHOOL  
SAN JUAN ELEMENTARY SCHOOL  
MARCO FORSTER MIDDLE SCHOOL  
NEWHART MIDDLE SCHOOL

### 4 Targeted Schools In San Clemente

LAS PALMAS ELEMENTARY SCHOOL  
LOBO ELEMENTARY SCHOOL  
BERNICE AYER MIDDLE SCHOOL  
SHORECLIFFS MIDDLE SCHOOL

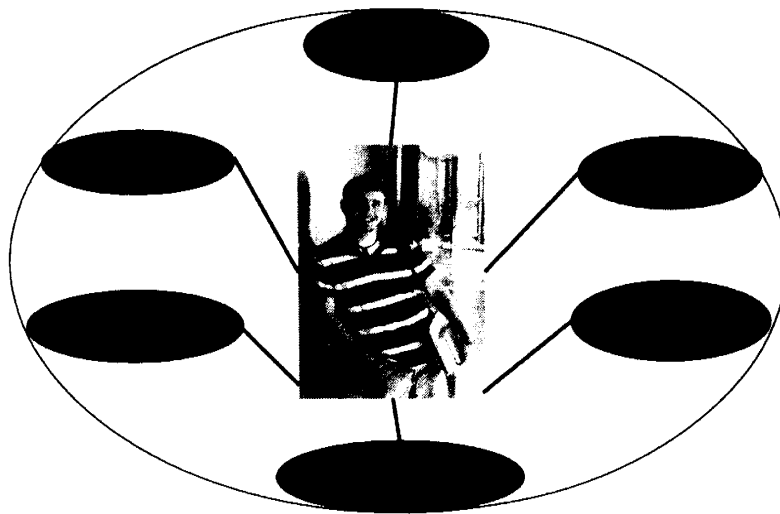


## GRIP Components

- Community Approach
- Education
- Incentives for Positive Behavior
- Direct Intervention
- Support



## It Takes A Village.....



## Parent Education



Kinoshita Elementary School Parent Information Night  
.....400 parents attended

## Student Education



The School Resource Officer and a Deputy DA teach a four week Gang Prevention course to 4th and 5th grade students.

## Faculty Education

Train Faculty on:

Warning Signs of Gang Participation

Gang Writings in backpacks and books

Gang Behaviors and attitudes

Gang Dress

Gang Graffiti



And How to Handle Students Participating in a Gang

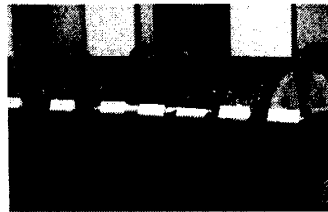
## Incentive Programs



Students with perfect attendance, no disciplinary issues and improved grades receive a reward...

## Direct Intervention; Strike Team

- Teachers and Principals identify kids who are "at-risk"
- The team meets with the identified students and their families
- Team develops an Intervention Plan and the plan is implemented
- PRYDE Counselors monitor progress and report back to team



## Law Enforcement Involvement

- Curfew Sweeps
- Truancy Sweeps
- Community Policing





## Community Support

- ❖ Volunteer Reader Program
- ❖ Volunteer Greeter Program
- ❖ Volunteer Math Tutors
- ❖ Teacher & Staff Mentors



## GRIP Results



- Discipline problems (office referrals, suspensions, and expulsions) have significantly decreased
- 50% of Chronically Truant Students have had perfect attendance after the Truancy Sweep Program
- GRIP has assisted in improved student achievement as indicated by an increase in participating GRIP School's API scores
- In San Juan Capistrano, violent crime is down 70%

## GRIP Results

*...this year*



- Over 1,200 parents have attended Gang Prevention Presentations
- Over 400 "greeters" are supporting GRIP
- Over 300 volunteers have joined the GRIP Volunteer Reader and Math Tutor Program
- Over 300 Staff Mentors have Joined the GRIP
- Over 200 students and their families have received intervention services through the GRIP committee and counseling services through PRYDE



## FUNDING

In June 2010 the California Emergency Management Agency approved the San Juan Capistrano GRIP application for a proposed Cal-GRIP grant. We were awarded \$362,000. The grants focus is on intervention, education, and incentive programs.

## Recognitions



2009 - GRIP was recognized by the Orange County Grand Jury as an effective Gang Prevention Program



2009 - The Orange County Human Relation's Community Award



Office of the Governor

2010 - California's Cities, Counties and Schools Award

CSBA



2010 - California School Board Association's Golden Bell Award

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: **PRESENTATION AND ACKNOWLEDGEMENT OF RECEIPT OF  
FISCAL AUDIT FOR THE YEAR ENDING JUNE 30, 2010**

---

**BACKGROUND INFORMATION**

State law requires that each school district in California have an annual audit conducted by a state-certificated independent auditor. The audit is conducted according to generally accepted auditing standards and specific guidelines and procedures set by the State Controller's Office. This audit, when completed, is to be presented to Trustees at a public meeting.

Under state law, annual fiscal audits are neither accepted nor rejected by a Board, but merely received by the district. For record keeping purposes, the Board of Trustees has annually adopted a motion indicating recognition of receipt of the annual audit report.

**CURRENT CONSIDERATION**

This agenda item pertains to presentation of the 2009-2010 fiscal year audit to the Board of Trustees. The audit of the District's financial records for the fiscal year ending June 30, 2010, was completed by the firm Vavrinek, Trine, Day & Co, LLP, Certified Public Accountants (Exhibit A, provided to Trustees under separate cover).

The audit firm is required to make any recommendations regarding state and federal compliance issues as well as items that are appropriate for improving the fiscal or internal controls of the District. The 2009-2010 fiscal year audit contained one finding regarding the District's compliance related to the participation and attendance recording in the After School Program. Further detail regarding the finding, recommendation, and the District's response can be found on pages 91 and 92 of the audit report.

The auditor also provides a letter to District management that presents items observed during the audit process where improvements could be made to internal controls and operational efficiencies. The letter, contained within pages 95 through 100 of the audit report, lists observations found in the area of districtwide operations, and also observations at three of the District's middle schools. Business Services and Education Services staff members, as appropriate, are working with school sites and relevant District departments to assure that improvements are made.

Additionally, the District provides Vavrinek, Trine, Day & Co. a management representation letter that details the District's responsibilities with regard to availability of information, conformity with generally accepted accounting principals, and other matters of importance with regard to the audit activity (Exhibit B, provided to Trustees under separate cover).

### **FINANCIAL IMPLICATIONS**

There is no financial impact.

### **STAFF RECOMMENDATION**

It is requested the Board President recognize Ron Lebs, Deputy Superintendent, Business & Support Services, who will introduce a partner from the audit firm Vavrinek, Trine, Day & Co., LLP, to present a summary of the audit report. The auditor, as well as District staff, will be available to answer specific questions related to the audit.

It is further requested that the Board of Trustees, by formal action, acknowledge receipt of the fiscal and compliance audit for CUSD for the fiscal year ending June 30, 2010.

DISCUSSION/  
ACTION

## **CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California

January 11, 2011

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: **SCHOOL ACCOUNTABILITY REPORT CARD TIMELINE WAIVER  
REQUEST**

---

### **BACKGROUND INFORMATION**

Education codes §35256 and §35258 require the board of each school district to annually issue a School Accountability Report Card (SARC) for each school in the school district, publicize those reports, and notify parents or guardians of pupils that a hard copy will be provided upon request. Commencing with the 2008-2009 school year, each school district connected to the Internet shall make its annually updated report card available on the Internet on or before February 1 of each year.

At its November 2010 meeting, the State Board of Education approved the 2010-2011 School Accountability Report Card template. Due to budget and staffing reductions at the state level, information typically provided to districts for preparation of SARCs was not included in the template this year, shifting the responsibility for data collection and reporting to individual districts. Due to the limited time allotted to complete these required tasks, the state has provided the opportunity to seek a waiver to extend the posting deadline for SARCs.

Pursuant to Education Codes §33050-§33053, a public hearing will be held for community input on requesting a waiver from the State Board of Education to extend by 60 days the 2010-2011 SARC posting deadline of February 1, 2011.

### **CURRENT CONSIDERATIONS**

Due to the lateness in the availability of the 2010-2011 SARC template and the necessity for the District to assume responsibility for manually gathering and entering some of the data required for the SARC posting on February 1, the District and its schools are seeking a 60-day extension from the statutorily-required posting date of February 1. Staff has prepared a General Waiver Request to the state, asking to extend the 2010-2011 SARC posting deadline by 60 days. Board approval is required to send the General Wavier Request to the State Board of Education for consideration (Exhibit A).

**FINANCIAL IMPLICATIONS**

There is no financial impact.

**STAFF RECOMMENDATION**

Following a public hearing, it is recommended the Board of Trustees approve the SARC General Waiver Request for the 2010-2011 school year; and authorize the superintendent/designee to sign the necessary documents.

DISCUSSION/  
ACTION

**GENERAL WAIVER REQUEST**GW-1 (Rev. 11-30-10) <http://www.cde.ca.gov/re/lr/wr/>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](mailto:waiver@cde.ca.gov)

CD CODE

Local educational agency:		Contact name and Title:	Contact person's e-mail address:
Capistrano Unified School District		Name: Michelle Wrenn Benham Title: Exec. Dir., Assessment & Research	<a href="mailto:mwbenham@capousd.org">mwbenham@capousd.org</a>
Address: 33122 Valle Road City: San Juan Capistrano State: California ZIP: 92780		Phone (and extension, if necessary): 949-234-9420  Fax Number: 949-487-5486	
Period of request: (month/day/year)	Local board approval date: (Required)	Date of public hearing: (Required)	
From: February 1, 2011 To: April 1, 2011	January 11, 2011	January 11, 2011	
<b>LEGAL CRITERIA</b>			
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: <u>EC</u> or CCR 35256(c) & 35258 Topic of the waiver: <b>Extension of SARC posting February 1 timeline</b>			
2. If this is a renewal of a previously approved waiver, please list Waiver Number: _____ and date of SBE Approval _____ Renewals of waivers must be submitted two months before the active waiver expires.			
3. Collective bargaining unit information. Does the district have any employee bargaining units? <u>  X  </u> Yes <u>  </u> No If yes, please complete required information below:  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):			
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.  How was the required public hearing advertised?  <u>  </u> Notice in a newspaper <u>  X  </u> Notice posted at each school <u>  X  </u> Other: ( <i>Please specify</i> ) Capistrano USD Education Center			
5. Advisory committee or school site councils. Please identify the council(s) or committee that reviewed this waiver:  Date the committee/council reviewed the waiver request:  Were there any objection(s)? No <u>  </u> Yes <u>  </u> ( <i>If there were objections please specify</i> )			



CALIFORNIA DEPARTMENT OF EDUCATION  
**GENERAL WAIVER REQUEST**  
 GW-1 (11-30-10)

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**).
35256. School Accountability Report Card
- (c) The governing board of each school district annually shall issue a School Accountability Report Card for each school in the school district, publicize those reports, and notify parents or guardians of pupils that a hard copy will be provided upon request. Commencing with the 2008-09 school year, each school district shall make hard copies of its annually updated report card available, upon request, ~~on or before February 1 of each year.~~
35258. Commencing with the 2008-09 school year, each school district connected to the Internet shall make its annually updated report card available on the Internet ~~on or before February 1 of each year.~~
- (b) Commencing with the 2008-09 school year, each school district not connected to the Internet shall make hard copies of its annually updated School Accountability Report Card available, pursuant to subdivision (c) of Subsection 35256, ~~on or before February 1 of each year.~~

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.

**On behalf of its schools, the District takes seriously its responsibilities under state and federal law to communicate the various aspects of performance covered by the School Accountability Report Card (SARC). The District seeks to ensure that our parents and community members have an accurate, complete, and up-to-date SARC from which they can understand each school's performance and make decisions on behalf of their students.**

**At its November 2010 meeting, the State Board of Education approved the 2010-11 School Accountability Report Card template and, at the same time, received a report from the California Department of Education that, due to budget and staffing reductions, the department would not be able to fill in some of the data that typically is provided to districts as they prepare their SARCs. This shift of responsibility for that data collection and reporting to each district (and school) now requires districts and school sites to take on additional duties just as the holidays approach.**

**Because of the lateness in approving the template and the necessity for school districts to assume responsibility for manually gathering and inputting some of the data required for the 2010-11 SARC posting on February 1, the District and its schools are seeking a 60-day extension from the statutorily-required posting date of February 1.**

8. Demographic Information:  
 (District/school/program) Capistrano Unified School District has a student population of 51,554 and is located in a seven small cities and unincorporated areas (urban, rural, or small city etc.) in Orange County.

**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:	Title: Superintendent	Date:
<b>FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY</b>		
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

January 11, 2011

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

**FROM:** Joseph M. Farley, Superintendent

**SUBJECT: RECONSIDERATION OF DISTRICT MEMBERSHIP IN THE  
CALIFORNIA SCHOOL BOARDS ASSOCIATION**

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**THIS ITEM HAS BEEN PULLED AND WILL BE BROUGHT BACK TO A FUTURE  
MEETING.**



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

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

**FROM:** Joseph M. Farley, Superintendent

**SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF  
DANA POINT AND THE CAPISTRANO UNIFIED SCHOOL DISTRICT  
FOR THE INTERVENTION CONSULTANT AT DANA HILLS HIGH  
SCHOOL.**

---

**BACKGROUND INFORMATION**

The City of Dana Point has funded an intervention consultant at Dana Hills High School to support at-risk students. The consultant, who is supervised by the site principal in collaboration with city officials, is an independent consultant to the city itself. The consultant works with administrators, counselors, and Orange County Sheriff's Deputy School Resource Officers as a facilitator for student referral to appropriate prevention programs, services and resources for substance abuse and other high risk behaviors.

**CURRENT CONSIDERATIONS**

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

**FINANCIAL IMPLICATIONS**

There is no financial implication for the District because the position is funded completely by the City of Dana Point

**STAFF RECOMMENDATION**

It is recommended that the Board President recognize Superintendent Farley to present this item. Following discussion, it is recommended the Board of Trustees approve the memorandum of understanding between the City of Dana Point and Capistrano Unified School District for the Intervention Consultant at Dana Hills High School.

DISCUSSION/  
ACTION



**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**CAPISTRANO UNIFIED SCHOOL DISTRICT AND CITY OF DANA POINT**

This Memorandum of Understanding ("MOU") is entered into between the Capistrano Unified School District ("CUSD"), and the City of Dana Point ("City"). CUSD and City are collectively referred to as the "Parties".

**R E C I T A L S**

1. CUSD and the City seek to provide a safe school environment in which students are afforded the best opportunity to succeed academically and socially.
2. CUSD and the City recognize that high school students face many challenges in contemporary culture, including situations that require them to make decisions about the use of alcohol, tobacco, and other drugs.
3. CUSD and the City also understand that high school students who make unfortunate decisions about the use of alcohol, tobacco and other drugs, should be identified at the earliest possible point so appropriate interventions, support, and assistance may be provided to them through school, community or regional services. CUSD and the City choose to be proactive in directing efforts that promote respectable, productive student behavior and conduct requisite to sustain a high quality of life.
4. CUSD and the City desire to build on this joint commitment by continuing the School Intervention Program at Dana Hills High School ("DHHS") that was first introduced at the school during the 2008-2009 school year.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the foregoing and on the terms and conditions set forth herein, the Parties agree as follows:

**1. Purpose**

The School Intervention Program shall provide services that will educate and offer guidance to the students and parents of DHHS regarding a drug and alcohol free environment, and thus reduce the incidences of risky behavior amongst the youth of DHHS. The success of the School Intervention Program relies on effective communication between the Intervention Consultant, Dana Point Police Services School Resource Officer ("DPPS SRO") provided by the City, the Principal of DHHS, and other key staff members of the City and DHHS.

## **2. Intervention Consultant**

The City will appoint an Intervention Consultant who will strive to accomplish the goals of the School Intervention Program on the DHHS campus. The Intervention Consultant is an independent contractor employed by the City. He/she will report directly to the DHHS principal and indirectly to the Assistant City Manager.

## **3. Duties of the Intervention Consultant**

The duties of the Intervention Consultant will include the following:

- a. The Intervention Consultant will provide expertise and resources to assist DHHS employees, and the DPPS SRO, in assessing student needs and creating appropriate prevention measures, referrals, education programs and resources to prevent substance abuse and reduce risky behavior amongst DHHS students.
- b. The Intervention Consultant will work with DHHS administrators and the DPPS SRO to create a Stop-In-Center on the DHHS campus for students who wish to discuss issues regarding substance abuse and risky behaviors.
- c. The Intervention Consultant will provide faculty in-services subject to the prior approval of the DHHS Administration.
- d. The Intervention Consultant will work with DHHS administrators and the DPPS SRO to provide parent forums in coordination with the school organizations.
- e. The Intervention Consultant will work with DHHS administrators and the DPPS SRO to provide student presentations that best fit the needs of the DHHS students.
- f. The Intervention Consultant will confer with the DHHS administrative team on an ongoing basis.
- g. The Intervention Consultant's schedule will be determined by mutual agreement of DHHS administration and the DPPS SRO.
- h. The Intervention Consultant will document and log all student contacts in a manual that will be accessible to DHHS administrators.
- i. The Intervention Consultant will notify the DPPS SRO and DHHS administration of any information that pertains to the physical safety of students at DHHS or possible criminal activity associated with risky behaviors.
- j. The Intervention Consultant's scope of work is limited to CUSD property and/or school sanctioned events. Under no circumstances shall the Intervention Consultant perform the duties outlined in this MOU outside these boundaries, without direction of City of Dana Point Police Services personnel or a CUSD administrator, and written permission of the student's parent or

legal guardian. Such required prior, written consent shall be in a format prescribed by CUSD and filed with DHHS administration.

k. In the event that the Intervention Consultant comes into contact with a student or family who needs assistance outside of the realm of the Intervention Consultant's expertise or qualifications, the Intervention Consultant shall refer students and families to an impartial, not for profit organization which is qualified to provide outreach, education and assistance to families dealing with substance abuse such as the Parents' Resource Institute for Drug Education (PRIDE).

l. The Intervention Consultant shall not endorse any individual, business or association to further his/her personal financial or individual interest.

m. The Intervention Consultant shall report any known or suspected instance of child abuse or neglect to the appropriate child protective agency immediately or as soon as practically possible in accordance with the provisions of California Penal Code sections 11165.7, 11166 and 11167.

#### **4. Supervision**

a. The Intervention Consultant shall be supervised by the DHHS principal and the Assistant City Manager.

b. The Assistant City Manager shall ensure that open lines of communication are in place between DHHS administrators and DPPS personnel.

c. The Assistant City Manager, the DPPS administrative sergeant and the Intervention Consultant shall meet with the DHHS principal as needed throughout the school year to evaluate the Intervention Consultant's performance, determine whether improvements to the School Intervention Program are needed, and identify and resolve any issues or concerns.

#### **5. CUSD Obligations**

a. The DHHS principal shall facilitate effective communications between the Intervention Consultant and the DHHS staff.

b. The DHHS principal shall meet as needed with the Intervention Consultant, the Assistant City Manager, and/or the DPPS administrative sergeant.

c. CUSD shall provide a work area for the School Intervention Program's Stop-in Center that is equipped with a telephone. Every effort will be made to provide the Intervention Consultant with a work area that affords the Intervention Consultant the opportunity to conduct confidential conversations.



## **6. Term**

The term of this MOU shall commence on July 1, 2010 and shall continue in full force and effect for one school year until June 30, 2011. It shall be reviewed prior to the conclusion of the school year and renewed if the Parties so desire.

## **7. Termination**

Either Party may terminate this Agreement, with or without cause at any time, by giving the other Party thirty (30) days written notice.

## **8. Liability Assurances**

a. CUSD shall defend, indemnify and hold the City, its officers, agents and employees harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts, errors or omissions of CUSD, its officers, agents or employees.

b. The City shall defend, indemnify and hold CUSD, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts, errors or omissions of the City, its officers, agents or employees.

c. The City further agrees to waive all rights of subrogation against CUSD. This provision does not apply to any damage or losses caused by sole negligence of the CUSD or any of its agents or employees.

d. If judgment is entered against both the City and the CUSD by a court of competent jurisdiction because of their concurrent negligence, the City and CUSD agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

## **9. Relationship of the Parties**

a. None of the employees of any Party to this MOU shall be considered an employee of any of the other Parties, nor shall such employees be entitled to any of the benefits which pertain to employees of any of the other Parties. Each Party shall be responsible for all salaries, payments, insurance and benefits for all of its officers, agents, representatives and employees in performing services pursuant to this MOU.

b. The Parties agree that this MOU is made solely for the benefit of the Parties, and no third person or entity shall be deemed to have any rights or remedies hereunder, except as provided in this MOU.

## 10. Miscellaneous Provisions

**a. Authority.** The undersigned individuals hereby represent that they are authorized to execute this Agreement on behalf of their respective organizations, and each party represents that this Agreement constitutes a legal and binding obligation of the Parties.

**b. Severability.** It is agreed that if any provision of this Agreement shall be determined to be void by a court of competent jurisdiction, then so long as such determination shall not affect any other material provisions of this Agreement and continue to allow this Agreement to be performed in the reasonable expectations of both Parties, then this Agreement and all such other provisions shall remain in full force and effect.

**c. Notices.** Any notice required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed via first class mail, or by a reputable overnight delivery service, or by personal delivery, and directed to the address of such Party set forth below:

**CITY OF DANA POINT  
CONTACT INFORMATION:**

Douglas Chotkevys, City Manager  
33282 Golden Lantern  
Dana Point, CA 92629

**CAPISTRANO UNIFIED  
SCHOOL DISTRICT  
CONTACT INFORMATION:**

Dr. Joseph M. Farley, Superintendent  
33122 Valle Road  
San Juan Capistrano, CA 92675

**d. Complete Agreement.** This Agreement represents the Parties' final and complete agreement, and this Agreement shall supersede all other understandings, discussion and/or agreements between the Parties with regard to the subject matter in the Agreement.

**e. Modification/Amendment:** This Agreement cannot be changed or supplemented orally. It may be amended, modified or superseded only by a written instrument approved and executed by the Parties.

**f. Governing Law.** This Agreement shall be construed in accordance with the laws of the State of California and in effect at the time of the execution of this Agreement.

**g. Counterparts.** The Parties agree that separate copies of this Agreement be signed by each of the Parties to the Agreement and these copies will have the same force and effect as if the original had been signed by all Parties.

**h. Subject Headings.** The subject heading of the paragraphs in this MOU are included solely for the purposes of convenience and references and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any provision of this MOU.

i. **No Interpretation Against Drafting.** This MOU has been negotiated at arm's length between the Parties hereto. Accordingly, any rule or law or legal decisions that would require interpretation of any ambiguities in this MOU against the party that has drafted the applicable provisions, is not applicable and is waived. The provisions of this MOU shall be interpreted in a reasonable manner to effect the purpose of the Parties.

**IN WITNESS WHEREOF**, the parties have executed this MOU in the County of Orange, State of California.

**CITY OF DANA POINT**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

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

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

Name: Douglas C. Chotkevys

Name: \_\_\_\_\_


Title: City Manager

Title: \_\_\_\_\_

Date: 11-10-10

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

**ATTEST:**

  
\_\_\_\_\_  
Approved As to Form by the City Attorney  
for the City of Dana Point, California

\_\_\_\_\_  
Approved As to Form by Legal Counsel  
for the Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: **FIRST READING: REVISION OF BOARD POLICY 1113, DISTRICT WEB  
AND SOCIAL MEDIA SITES**

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**BACKGROUND INFORMATION**

With the advent of new Internet technologies, several District schools and student groups have created a presence on a variety of social media sites including Facebook and YouTube. Having clear guidance and direction for use of this technology is in the District's interest and can help ensure social media are used properly in the educational environment.

**CURRENT CONSIDERATIONS**

Currently, several CUSD school sites and student organizations have a presence on Facebook and YouTube. The District has no policy governing the use of these technologies, which can be a source of potential confusion and liability. Therefore, a revision to current Board policy is warranted to reflect the changes in technology, provide guidance to users and define responsibility for content published with these technologies. Proposed additions to the Board policy are underlined; deletions are struck through.

**FINANCIAL IMPLICATIONS**

There is no financial impact.

**STAFF RECOMMENDATION**

It is recommended the Board President recognize Marcus Walton, Chief Communications Officer, who will provide the revision of Board Policy 1113, District and School Web and Social Media Sites. Any recommended changes will be brought back for final approval at the February 8, 2011, Board meeting.

INFORMATION/  
DISCUSSION



## Community Relations

### **DISTRICT AND SCHOOL WEB AND SOCIAL MEDIA SITES**

To enhance communication with students, parents/guardians, staff, community members, and the public at large, the Governing Board encourages the development and ongoing maintenance of ~~d~~District and school web and social media sites on the Internet. Web and social media sites shall support the educational vision of the ~~d~~District and shall be consistent with the ~~d~~District's plans for communications.

#### **Web and Social Media Site Access**

The District's web ~~page~~ and social media sites ~~are~~ is created for the express purpose of disseminating district educational and administrative information. The District maintains full authority to regulate and limit access to ~~the~~ its web page and social media sites, which ~~is~~ are the property of the District and ~~is~~ are closed forums. As a closed forum, the District reserves the right to regulate the content of items posted, so that they are consistent with the educational purpose of the District.

Individuals wishing to post items on the District or school ~~site web pages or social media sites~~ shall submit such items to the ~~designated site or department~~ administrator, who will determine whether, and in what format, to post such items ~~on the web page~~, based on adopted ~~d~~District standards. Staff, students, and other individuals may not post items on District or school ~~site web pages or social media sites~~ without the consent of the designated administrator unless there is a space designated for such postings.

#### **Content of Web and Social Media Sites**

The Superintendent or designee shall develop guidelines regarding the content of ~~d~~District and school web and social media sites which shall include standards for the ethical and responsible use of information and technology. These guidelines shall be consistent with law, Board policy and administrative regulation.

The Superintendent or designee may establish standards for the design of ~~d~~District and school web and social media sites in order to maintain a consistent identity, professional appearance, and ease of use.

District and school web and social media sites shall not include content which is obscene, libelous or slanderous, or which creates a clear and present danger of inciting students to commit unlawful acts on school premises, violate school rules, or substantially disrupt the school's orderly operation.

Any links to external sites shall follow the same guidelines applicable to ~~d~~District and school web and social media sites.

The Superintendent or designee shall ensure that copyright laws are not violated in the use of material on ~~a~~District or school web and social media sites.

BP 1113(b)

## **DISTRICT AND SCHOOL WEB AND SOCIAL MEDIA SITES (continued)**

### **Protection of Privacy Rights**

The Superintendent or designee shall ensure that web and social media site content protects the privacy rights of students, parents/guardians, staff, Board members and other individuals.

Personal information about students or their parents/guardians, including phone numbers, home addresses, e-mail addresses, or student photographs shall not be published on a ~~a~~District or school web page or social media site without ~~written~~ parent/guardian permission.

Home addresses or telephone numbers of staff members shall not be posted. District and school web and social media sites shall not post the home address or telephone number of any elected or appointed official without prior written permission of that individual.

~~(cf. 0000—Vision)~~  
~~(cf. 0200—Goals for the School District)~~  
~~(cf. 0440—District Technology Plan)~~  
~~(cf. 1100—Communication with the Public)~~  
~~(cf. 1112—Media Relations)~~  
~~(cf. 1340—Access to District Records)~~  
~~(cf. 3312—Contracts)~~  
~~(cf. 3515.3—District Police/Security Department)~~  
~~(cf. 4040—Employee Use of Technology)~~  
~~(cf. 4132/4232/4332—Publication or Creation of Materials)~~  
~~(cf. 4119.23/4219.23/4319.23—Unauthorized Release of Confidential/Privileged Information)~~  
~~(cf. 5124—Communication with Parents/Guardians)~~  
~~(cf. 5125—Student Records)~~  
~~(cf. 5125.1—Release of Directory Information)~~  
~~(cf. 5145.1—Privacy)~~  
~~(cf. 5145.2—Freedom of Speech/Expression: Publications Code)~~  
~~(cf. 6010—Goals and Objectives)~~  
~~(cf. 6145.3—Publications)~~  
~~(cf. 6145.5—Student Organization and Equal Access)~~  
~~(cf. 6162.6—Use of Copyrighted Materials)~~  
~~(cf. 6162.7—Use of Technology in Instruction)~~  
~~(cf. 6163.4—Student Use of Technology)~~

BP 1113(c)

## **DISTRICT AND SCHOOL WEB SITES (continued)**

*Legal Reference:*

EXHIBIT A  
(Page 2 of 3)

EDUCATION CODE

- ~~35182.5 Contracts for advertising~~
- ~~35258 Internet access to school accountability report cards~~
- ~~48907 Exercise of free expression; rules and regulations~~
- ~~48950 Speech and other communication~~
- ~~49073 Release of directory information~~
- ~~60048 Commercial brand names, contracts or logos~~

GOVERNMENT CODE

- ~~3307.5 Publishing identity of public safety officers~~
- ~~6254.21 Publishing addresses and phone numbers of board members~~

UNITED STATES CODE, TITLE 17

- ~~101-1101 Federal copyright law~~

UNITED STATES CODE, TITLE 20

- ~~1232g Federal Family Educational Rights and Privacy Act (FERPA)~~

CODE OF FEDERAL REGULATIONS, TITLE 16

- ~~312.1 312.11 Children's Online Privacy~~

COURT DECISIONS

- ~~Aaris vs. Las Virgenes Unified School District, (1998) 64 Cal.App.4<sup>th</sup> 1112~~
- ~~Perry Education Association v. Perry Local Educators' Association, (1983) 460 U.S. 37~~
- ~~Board of Education, Island Trees Union Free School District, et.al. vs. Pico, (1982) 457 U.S. 853~~

Policy

Adopted: January 10, 2002  
revised:

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

EXHIBIT A  
(Page 3 of 3)





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: **FIRST READING: ADOPTION OF BOARD POLICY 1114, IMAGE  
MANAGEMENT**

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**BACKGROUND INFORMATION**

The names, mascots, logos, and colors of the District and its schools are protected trademarks that should not be used without the permission of the District. In August, the District was notified that there was a misuse of school logos and names in back-to-school displays at several local retailers. The logo of a District high school was prominently displayed in a paid television commercial without District approval. Controlling the image of the District and its schools is imperative as we seek to compete in the educational marketplace.

**CURRENT CONSIDERATIONS**

Currently, there is no District policy governing accepted use of the names, mascots, and logos of the District and its schools. With an apparent increase in the desire to use District names, mascots, and logos, adoption of a Board policy to address this issue is warranted. Proposed additions to the Board policy are underlined; deletions are struck through.

**FINANCIAL IMPLICATIONS**

There is no financial impact.

**STAFF RECOMMENDATION**

It is recommended the Board President recognize Marcus Walton, Chief Communications Officer, who will provide the rationale for adoption of Board Policy 1114, Image Management. Any recommended changes will be brought back for final approval at the February 8, 2011, Board meeting.

INFORMATION/  
DISCUSSION



**IMAGE MANAGEMENT**

The names, mascots, and logos of the District and its individual school sites, divisions, and departments are the sole and exclusive property of the District. No person, group, organization, or association may use, in any manner whatsoever, any District name, mascot, and logo without the express written permission of the Superintendent or his/her designee specifying the nature, extent, purpose, and duration of such use.

In the event the use of any District name, mascot, and logo involves a profit-making venture, irrespective of the legal status of the user, the terms and conditions of such use shall be provided in a mutually acceptable written agreement between the parties.

In all other cases, the Superintendent or his/her designee may allow the use of any District name, mascot, and logo by a person, group, organization, or association provided such use will directly or indirectly benefit the District.

Policy  
Adopted:

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

**EXHIBIT A**



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

January 11, 2011

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: **BOARD POLICY 5117.1 – OPEN ENROLLMENT ACT/ROMERO  
BILL**

---

**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 BP 5117.1 – Open Enrollment Act-Romero Bill Transfers, establishing policy to comply with the Open Enrollment Act legislation.

**FINANCIAL IMPLICATIONS**

There is no financial impact.

**STAFF RECOMMENDATION**

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, to present the proposed Board Policy 5117.1(a), Open Enrollment Act – Romero Bill Transfers.

INFORMATION/  
DISCUSSION



**OPEN ENROLLMENT ACT – ROMERO BILL TRANSFERS**

California state 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 section 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 waiver is submitted to exclude a school on open enrollment the deadline for notification and receipt of application may be deferred to a later date. Applications must be submitted within 30 days of notification.
6. The District shall notify a Romero Bill applicant’s parent and the school district of residence in writing 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:
  - a. If approval of the transfer application would result in a 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. If 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 notify the applicant parent and school district of residence in writing 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

January 11, 2011

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

FROM: Joseph M. Farley, Superintendent

**SUBJECT: REVISIONS TO BOARD POLICY 5118 - INTERDISTRICT  
ATTENDANCE AGREEMENTS**

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**BACKGROUND INFORMATION**

Education Code §46600 authorizes school districts to enter into interdistrict attendance agreements and to stipulate the terms and conditions under which interdistrict attendance will be permitted or denied. Assembly Bill 2444 (Furutani) amends Education Code §46600, effective January 1, 2011, adding language which states that a school district of residence, or a school district of enrollment, shall not rescind existing transfer permits for pupils entering grades 11 or 12, with the exception of stipulated terms and conditions specified under Education Code §48900 authorizing districts to suspend or expel students. Additionally, AB 2444 eliminates the requirement to submit annual interdistrict transfer requests, with the exception of transferring between levels (elementary, middle, and high school).

**CURRENT CONSIDERATIONS**

The implementation of AB 2444 requires districts to revise current Board policy regarding interdistrict attendance agreements. Exhibit A proposes revisions to Board Policy 5118, Interdistrict Attendance Agreements. Proposed additions to the Board policy are underlined; deletions are struck through.

**FINANCIAL IMPLICATIONS**

There is no financial impact.

**STAFF RECOMMENDATION**

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, to present the proposed revisions to Board Policy 5118 Interdistrict Attendance Agreements.

INFORMATION/  
DISCUSSION



**INTERDISTRICT ATTENDANCE AGREEMENTS****General Policy**

The Governing Board recognizes that students who reside in one district may desire to attend school in another district for a variety of reasons. The interdistrict transfer process applies only to those parents who wish their children to attend a school in a district other than the one designated for the area in which they reside. Capistrano Unified School District (CUSD) provides a full range of curricular and cocurricular programs to meet the needs of its students and it is the intent of the Board of Trustees that students residing within CUSD boundaries attend CUSD schools.

The Superintendent or designee may deny applications for interdistrict attendance agreements because of overcrowding within the district's schools or due to limited resources. All CUSD interdistrict attendance agreements will be acted upon by the Superintendent, or his designee.

**Interdistrict Attendance Agreements**

Interdistrict attendance agreements shall first be initiated by the parent/guardian with the district of residence.

1. The school district of residence shall forward an approved request to the school district of desired attendance.
2. The school district of desired attendance will communicate the disposition of the request to the district of residence.
3. An approved interdistrict attendance agreement must be in effect between the school district of residence and the school district of desired attendance before a student can enroll in the requested school.
4. Students admitted to CUSD under the interdistrict attendance agreement process shall be assigned to CUSD schools where space is available.

**Attendance Agreements – Conditions**

1. A student, parent, or guardian found to have falsified information that was used as a basis for enrollment in any school in the District shall have the attendance agreement revoked. The revocation shall be immediate and notice promptly given to the student and parent/guardian.
2. Applicants must provide corroborating documentation when requested. This may include academic transcripts, attendance records, employment details, and other information to support the application. The District reserves the right to contact the employer to verify employment.

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, in grades K – 10.
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. A recommendation to revoke an attendance agreement shall be forwarded in writing to the Director, Pupil Services, 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: (see next page)*

*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

revised: December 14, 2010

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California





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

January 11, 2011

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

FROM: Joseph M. Farley, Superintendent

**SUBJECT: REVISIONS TO BOARD POLICY 5119 – OPEN ENROLLMENT**

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**BACKGROUND INFORMATION**

Board Policy 5119, Open Enrollment, was most recently revised on December 15, 2009. This policy allows parents/guardians to choose a school of attendance other than their school of residence.

**CURRENT CONSIDERATIONS**

This agenda item requests Board approval of proposed revisions to Board Policy, 5119 Open Enrollment (Exhibit A). Proposed additions to the Board policy are underlined; deletions are struck through.

**FINANCIAL IMPLICATIONS**

There is no financial impact.

**STAFF RECOMMENDATION**

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, to present the proposed revisions to Board Policy 5119, Open Enrollment.

INFORMATION/  
DISCUSSION



**Students**

BP 5119(a)

**OPEN ENROLLMENT****Purpose and Intent**

The Governing Board endorses the neighborhood public school concept. However, the Board recognizes that some parents/guardians may wish to choose a school of attendance other than their school of residence. Thus, a Capistrano Unified School District Open Enrollment Program shall be included as an integral feature of the District's instructional offerings.

School of residence attendance areas, school capacities, and class size mandates/guidelines are established to optimize the use of existing facilities and to maintain relatively balanced enrollments. All CUSD schools offer high quality instructional programs addressing the district's mission, goals and adopted curricula. However, parents/guardians may wish to apply to other CUSD schools in order to take advantage of specialized or innovative programs, or to meet other family needs.

**Priority Criteria for School Placement**

CUSD students residing in any Board-approved school attendance area shall first be provided the option of attending their school of residence. After all students within each school's attendance area have been accommodated within established class-size mandates, and after all students in categories A and B below have been placed, requests for Open Enrollment placement will be honored according to the following priority until all openings in a given school are filled:

- A. CUSD students who are siblings of any student currently in attendance who will continue to be enrolled at the same school next year or CUSD students requesting placement at their school of residence ~~after attending a school of choice for at least one full year.~~
- B. CUSD students who have continuously attended the school for at least one full year, but have moved into another CUSD school's attendance area, or CUSD students residing in an area affected by an attendance boundary change who wish to remain at their existing school.
- C. CUSD students whose residence is not within the school's attendance area but whose parents/guardians pay a Mello-Roos tax which helped support construction of the school.
- D. All other CUSD students requesting Open Enrollment placement.

**Determination of Openings**

District staff shall project the initial number of open enrollment classroom seats which will be available for the fall of the following school year. In this analysis, staff shall consider each of the following elements:

1. Current enrollment as it rolls forward and provides a basis for the following year's enrollment.
2. Projected new enrollments for the school's entry grade level (K, 6, or 9).
3. Projected new enrollments due to the construction of new housing facilities in the attendance area during the next year.
4. The ratio of enrollment to capacity as compared with the enrollment to capacity ratio of other schools in the surrounding area.
5. Plans for the construction of new school facilities which would provide future relief from current overcrowded conditions.
6. Special programs which may have particular enrollment requirements or limitations.

When the Open Enrollment process is implemented each year, the initial number of openings assigned to each school may be augmented as students who are currently enrolled in a given school transfer to another school site during the Open Enrollment process.

### **Schools with Openings**

Each year the Superintendent or designee shall utilize all available information to determine which schools have openings. Schools identified without additional ~~space~~ openings ~~will~~ may accept students in Priority A and Priority B categories only.

Schools with openings will begin the Open Enrollment process with a designated number of openings. Students will be placed in order of the priority criteria referenced in this policy.

### **Placement Procedures**

The Open Enrollment timeline will be published on the CUSD website and will be available at all school sites in January of each year.

Open Enrollment applications shall be initiated by a child's parent/guardian. Applications must be submitted on the district-designated form which is available at the District office, in each school office and on the CUSD website. Parents/guardians seeking placement for multiple children must submit a separate application for each child.

Parents/guardians who have applied for an Open Enrollment transfer by the published application deadline shall be notified of the status of their transfer request by late spring. Open Enrollment approval is school specific and does not guarantee placement in the feeder school(s) for the school of choice.

After the number of openings has been determined and applications processed, a determination will be made as to whether sufficient openings exist to accommodate all applications. In the event there

are more applications for Open Enrollment into any given school than there are openings in that school, a lottery procedure for placement will be implemented which takes into account the priority criteria referenced in this policy and considers the openings which are available according to grade level.

Students in ~~priorities~~ priority A and B may continue to apply beyond the published application deadline. In late spring, after the initial Open Enrollment window, the list of schools with openings will be updated and a second opportunity to apply for Open Enrollment placement for all priorities will take place. Applications for Open Enrollment will not be accepted after July 30<sup>th</sup> in an effort for schools to accurately determine staffing needs and student placement for the following school year.

### **Eligibility for Interscholastic Athletic Participation**

When a student enrolls as a freshman (Grade 9) in any CUSD high school, he/she will have that school identified as the school of attendance for athletic eligibility. Once eligibility has been established, a transfer to a different high school under Open Enrollment may result in a declaration of ineligibility to participate. Students considering a transfer to another CUSD high school should contact CIF for eligibility guidelines.

Recruitment of students by school personnel to attend a high school other than the school of residence for the purpose of athletic participation is prohibited in accordance with CIF rules and regulations.

### **Home-to-School Bus Transportation**

Transportation of students who have been placed through the open enrollment process is the responsibility of the parent/guardian.

### **Nonrequirements to the District**

In implementing the Open Enrollment Program, the District is not required to:

1. Make alterations in the structure or grounds of any schools or make alterations to the arrangement or function of rooms within District schools.
2. Establish and offer any particular program in a school if such program is not offered currently in each school in the District.
3. Alter or waive any established eligibility criteria for participation in a particular program including age requirements, course prerequisites and required levels of performance.

### **Transfer Back to the School of Residence**

Students approved for Open Enrollment placement in accordance with the priority placement criteria spelled out in this policy shall abide by all school rules and procedures. Principals may recommend to Student Services the involuntary transfer of students back to their school of residence or another school deemed appropriate for any of the following reasons:

1. Unsatisfactory attendance
2. Continual tardiness
3. Failure of the parent/guardian to make adequate transportation arrangements
4. Unsatisfactory academic performance
5. Unsatisfactory behavior
6. No longer residing within CUSD boundaries

Students being transferred back to their school of residence or another school deemed appropriate have the right to an Admission and Discharge (A & D) hearing relative to the infraction which caused the involuntary transfer.

Students determined to have enrolled in a school by falsifying attendance or residency records shall be returned to their school of residence immediately. These students will not qualify as Priority A or B students even if they otherwise meet the stated priority criteria.

Students requesting a transfer to their school of residence, after having been accepted into another school through the open enrollment process, will not be guaranteed a place in their school of residence. Students ~~may~~ must reapply for Open Enrollment placement at their school of residence ~~after attending their school of choice for at least one full year.~~

*Legal Reference:*

EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school districts

35160.5 District policies; rules and regulations

35291 Rules

35350 Transportation of students

35351 Assignment of students to particular schools

29 Ops. Cal. Atty. Gen. 63

GOVERNMENT CODE

53312.7 Establishment of community facilities district; goals and policies

Jackson v. Pasadena City School District (1963) 59 Cal. 2nd 876, 879

Crawford v. Board of Education (1976) 17 Cal.3d 280

(cf 5152 – Expulsion, Suspension, Involuntary Transfer and Due Process)

**POLICY 5119**

adopted: February 8, 1999  
revised: November 17, 2003  
revised: December 8, 2003  
revised: February 11, 2008  
revised December 15, 2009

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





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

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

FROM: Joseph M. Farley, Superintendent

**SUBJECT: APPROVAL OF RESOLUTION NO. 1011-36 AUTHORIZING THE  
CONTINUANCE OF PUBLIC HEARING FOR CONSIDERATION OF  
REDUCING SPECIAL TAXES OF CFD NO. 2005-1 (WHISPERING HILLS)**

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**BACKGROUND INFORMATION**

Rancho San Juan Development LLC ("Landowner") is the successor owner of Whispering Hills LLC ("Prior Owner") and assignee of the applicable Impact Mitigation Agreement relative to the Whispering Hills Project and Community Facilities District No. 2005-1 ("CFD No. 2005-1"). The landowner has presented a revised, downsized project they anticipate developing within CFD No. 2005-1 with projected lesser assumed base sales prices for the proposed homes. The landowner previously submitted a petition requesting the Board initiate proceedings to consider reducing the existing special taxes of CFD No. 2005-1. The proposed reduced special taxes and the existing Impact Mitigation Agreement between the District and the landowner, as well as the existing Joint Community Financing Agreement ("JCFA") between the District, landowner, and the City of San Juan Capistrano, have been reviewed by the District's special tax administrator and legal counsel. The revised project and proposed reduced special taxes, if approved, will result in a reduced amount of the proposed bonds, to be issued on behalf of CFD No. 2005-1 at a future date, as the proposed development and sale of homes in the revised project occur.

On January 12, 2010, the Board, as the Governing Body of CFD 2005-1, adopted Resolution No. 0910-46, calling a Public Hearing on March 12, 2010, regarding the request by the owner and developer of the property in CFD No. 2005-1 to consider reducing the Special Taxes of CFD No. 2005-1. The Public Hearing was opened on March 12, 2010, and subsequently continued several times to August 24, 2010. The applicable statute provides for such Public Hearing to be concluded in six (6) months; therefore, on August 24, 2010, the Board, by reason of such statutory time limitations, terminated the proceedings initiated pursuant to the Petition of Landowners, but initiated "Supplemental Proceedings" in order to continue working with the landowner to reach a mutually acceptable "Amended Impact Mitigation Agreement."

On August 24, 2010, a Public Hearing on the Supplemental Proceedings was called for October 12, 2010, and subsequently continued to the December 7, 2010, Board meeting at which time the Continued Public Hearing was again continued to January 11, 2011. At this time, the parties are still discussing the above complex matters. After opening the January 11 Public Hearing and receiving public comment, the Board may determine to further continue the matter to February 8, 2011, to allow staff and legal counsel more time to resolve these pending matters.

### **CURRENT CONSIDERATIONS**

This agenda item requests approval of Resolution No. 1011-36 authorizing the continuance of a Continued Public Hearing called for January 11, 2011, to February 8, 2011. Staff and legal counsel are seeking to obtain concurrence with the landowner as to a mutually acceptable Amended Impact Mitigation Agreement and Settlement Agreement. Such has not yet occurred, which prevents conclusion of the Continued Public Hearing on January 11, 2011. Resolution No. 1011-36, as prepared by legal counsel, is attached (Exhibit A).

### **FINANCIAL IMPLICATIONS**

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

### **STAFF RECOMMENDATION**

It is recommended that the Board of Trustees open the Continued Public Hearing, receive and consider public comment, if any, and further continue the Continued Public Hearing to February 8, 2011, by adopting Resolution No. 1011-36 (Exhibit A).

DISCUSSION/  
ACTION

## **RESOLUTION NO. 1011-36**

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

*WHEREAS*, the Capistrano Unified School District (“School District”) is a public school district organized and existing pursuant to the laws of the State of California (“State”); and serves as the legislative body of Community Facilities District No. 2005-1 of the Capistrano Unified School District (“Whispering Hills”), referred to herein as “CFD No. 2005-1,” and on August 24, 2010, called a Public Hearing for October 12, 2010, for consideration of altering the rate and method of apportionment and reducing the levy of “Special Taxes” for CFD No. 2005-1 for October 12, 2010, at 7:00 o’clock p.m., or as soon thereafter as is practicable at the Capistrano Unified School District’s office located at 33122 Valle Road, San Juan Capistrano, CA 92675; and

*WHEREAS*, the Board of Trustees (“Board”), at the above-described date, time, and place, convened and opened the above-described Public Hearing, received comments, if any, of the public and owner or owners of the property within CFD No. 2005-1, as well as the recommendation of staff and legal counsel that such Public Hearing be continued to December 7, 2010, at the same time and location as described above, which Continued Public Hearing was opened, comments, if any, were received of the public and the owners of the property within CFD NO 2005-1, as well as the recommendation of staff and legal counsel that such Continued Public Hearing be further continued to January 11, 2011, at the same time and location as described above; and

*WHEREAS*, the Board on January 11, 2011, at the above-described time and place, convened and opened the above-described Continued Public Hearing, received comments, if any, of the public and owner or owners of the property within CFD No. 2005-1, as well as the recommendation of staff and legal counsel that such Continued Public Hearing be further continued to February 8, 2011, at the same time and location as described above, which Continued Public Hearing was opened, comments, if any, were received of the public and owner or owners of property within CFD No. 2005-1, as well as the recommendation of staff and legal counsel that such Continued Public Hearing be further continued to February 8, 2011, at the same time and location as described above.

### **EXHIBIT A (1 of 3)**

Now, therefore, the Board of Trustees of the Capistrano Unified School District, acting as the Legislative Body of Community Facilities District No. 2005-1, does hereby resolve, determine and order as follows:

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

Section 2. The proposed "First Amended RMA" of CFD No. 2005-1 is on file at the Capistrano Unified School District's office located at 33122 Valle Road, San Juan Capistrano, CA 92675, which by this reference is herein incorporated.

Section 3. It is hereby determined that the complexity of the herein described proposed changes require additional time, and that a further continuance of such Continued Public Hearing is necessary as herein provided.

Section 4. The above-described Continued Public Hearing is continued to 7:00 o'clock p.m., as as soon thereafter as practicable, on February 8, 2011, at the Capistrano Unified School District Office located at 33122 Valle Road, San Juan Capistrano, CA 92675.

Section 5. A "Notice of Continuance" shall be posted within 24 hours hereof, as provided for in Government Code §54955.1 and 54955.

APPROVED, ADOPTED, AND SIGNED this 11th day of January, 2011.

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

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

STATE OF CALIFORNIA            )  
  )     ss.  
COUNTY OF ORANGE            )

I, \_\_\_\_\_, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District at a meeting of the Board of Trustees held on the 11th day of January, 2011, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: \_\_\_\_\_  
Clerk of the Board of Trustees of the  
Capistrano Unified School District

STATE OF CALIFORNIA            )  
  )     ss.  
COUNTY OF ORANGE            )

I, \_\_\_\_\_, 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-\_\_\_\_ of said Board of Trustees and that the same has not been amended or repealed and is fully effective as of this date.

Dated: January 11, 2011

By: \_\_\_\_\_  
Clerk of the Board of Trustees of the  
Capistrano Unified School District



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: **PROGRESS UPDATE, DIVISION OF STATE ARCHITECT  
CONSTRUCTION PROJECT LISTING**

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**BACKGROUND INFORMATION**

In October 2008 the District received a letter from the Division of State Architect (DSA), requesting the District inform the Board of Trustees regarding the potential liability of any projects closed, but not certified, by DSA. This letter outlined the impact of not properly closing out a construction project, including:

1. Board members may be held personally liable for failure of educational buildings not certified by DSA.
2. DSA will not be able to approve future proposed construction affecting or utilizing uncertified construction.

At the February 9, 2009, Board meeting, staff presented a status report on these outstanding construction projects. This agenda item is a continuation of that initial report, updating Trustees on the progress made toward closing, with certification, outstanding DSA applications.

**CURRENT CONSIDERATION**

Exhibit A is a status report on the progress being made to close out outstanding applications. There is no change from the information provided to the Board at its November 9, 2010, meeting.

**FINANCIAL IMPLICATIONS**

There is no financial impact at this time. There will be a fee to reopen the closed applications to finalize and close them with certification when all documentation is completed.



**STAFF RECOMMENDATION**

It is recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business and Support Services, and Randy Rowles, Executive Director, Facilities and Plant Operations, who will provide the DSA Update and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

INFORMATION/  
DISCUSSION

<b>PROGRESS UPDATE, DIVISION OF STATE ARCHITECT, CONSTRUCTION PROJECT LISTING– JANUARY 11, 2011 (IN BOLD LETTERING)</b>		
04-101942	Don Juan Avila MS 2-Story Modular Buildings	Closed with Certification
04-101943	San Clemente HS 2-Story Modular Buildings	Closed with Certification
04-104520	Newhart MS 2-Story Modular Buildings, restroom building	Closed with Certification
04-104845	Del Obispo ES Modernization	Working with architects to quantify scope of work.
04-104935	Niguel Hills MS Modernization	Working with architects to quantify scope of work.
04-104993	Viejo ES Modernization	Working with architects to quantify scope of work.
04-105269	Laguna Niguel ES Restroom Building	Closed without Certification on 1/16/08. PJHM is sending letter to DSA to closeout application number.
04-108442	Newhart MS 2-Story Modular Buildings, Phase 2	All paperwork has been turned into DSA. Once application No. 04-104520 is closed out, DSA will close Application No. 04-108442.
04-104860	Crown Valley ES Modernization	Working with architects to quantify scope of work.
04-108164	Aliso Niguel HS Parking Lot Improvement	To date, work has not begun on this Application No. No inspections have taken place. Inspector will review and work with Construction Manager.
04-100736	Crown Valley ES Ball Field - City of Laguna Niguel M&O Construction Manager is working with City of Laguna Niguel to locate inspection reports.	This project was completed by the City of Laguna Niguel to add lights to the baseball fields.
04-102787	Capistrano Valley HS Cell Tower – Mericon	The cell tower has changed carriers many times over the years. The original contractor needs to be located for paperwork required. Construction Manager will be working on this.
04-105499	Carl Hankey ES: New covered walkway, alterations to Classrooms, MPR, Administration Building	Application Numbers 04-108531 and 04-108613 need to be closed out before this Application No. can be closed out. All paperwork has been submitted to DSA.

04-108531	Carl Hankey K-8 Conversion	This Application No. is part of the modernization that took place a few years ago. The full scope was not completed and is being reviewed by the Architect to see what DSA is going to require to close out this project.
04-108613	Carl Hankey K-8 Relocatables	All paperwork has been submitted to DSA. DSA will not close out this Application No. until Application No. 04-105499 is closed out.
04-104115	San Juan Hills HS	6 of the 10 change orders are approved. Continuing to process closeouts for approval.
04-105495	Barcelona ES Modernization	Working with architects to quantify scope of work.
04-108654	Las Flores Relocatables	Closed with Certification
04-109336	Ladera Ranch Relocatables	Sent closeout paperwork package to DSA 12/6/08.
04-107867	San Juan Hills HS– 2-Story Modular Buildings	NOC's on MSI and HCH from the District were sent to PJHM. Change orders to DSA for approval – gathering closeout documents
04-108716	San Juan Hills HS Phase 2 – Bleachers, Concession Building, Restroom Building	Change orders at DSA pending approval. Closeout documents cannot be submitted until all CO's are approved.
04-109512	San Clemente HS Upper Campus Science Lab	Closed with Certification
04-108483	Tesoro High School-Relocation of (6) CR Buildings Relocatable; (6) Ramps	Closed with Certification
No DSA Application Number	Ambuehl ES Configuration of Relocatables	Working with architects to develop scope of work to submit to DSA