

Regular Meeting
CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

33122 Valle Road
San Juan Capistrano, CA 92675

November 9, 2010

7:00 p.m.

I. PRELIMINARY

Meeting was called to order by _____

Pledge of Allegiance to the Flag

Board consideration and adoption of the agenda.

Motion by _____ Seconded by _____

ROLL CALL:

	Present	Absent
Anna Bryson, President	_____	_____
Ken Lopez-Maddox, Vice President	_____	_____
Jack Brick, Clerk	_____	_____
Ellen M. Addonizio, Member	_____	_____
Larry Christensen, Member	_____	_____
Sue Palazzo, Member	_____	_____
Mike Winsten, Member	_____	_____
Larson Ishii, Student Advisor	_____	_____

CLOSED SESSION COMMENTS

CLOSED SESSION

6:30 p.m.

REPORT ON CLOSED SESSION ACTION

SPECIAL RECOGNITIONS

*Assistance League of Capistrano Valley
Student Body President's Report – Dana Hills High School*

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

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 October 26, 2010, Special Board Meeting. 1
(Supporting Information)
Contact: Jane Boos, Manager, Board Office Operations

CURRICULUM & INSTRUCTION

2. SPECIAL EDUCATION – MASTER CONTRACT: Approval, Larry M. Simmons High School-Bodega, nonpublic school services in relation to residential treatment center, Family Life Center. 5
(Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services
3. SPECIAL EDUCATION – COMMUNITY ADVISORY COMMITTEE: Approval, members of the Special Education Local Plan Area (SELPA) Community Advisory Committee (CAC). 41
(Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services
4. EXPUNGING OF EXPULSION RECORD: Approval, expunging of expulsion record. 43
(Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services

BUSINESS & SUPPORT SERVICES

5. PURCHASE ORDERS/WARRANTS: Approval, purchase orders, warrants, and consultant agreements. 45
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
6. DONATIONS: Approval, donations of funds/equipment. 89
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
7. CONSULTING AGREEMENT: Approval, After School Education & Safety Program, Viejo Elementary School – YMCA of Orange Co. 93
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
8. CONSULTING AGREEMENT: Approval, Speech Language Pathology Services – Newport Language & Speech Centers, Inc. 105
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
9. CONSULTING AGREEMENT: Approval, General Legal Services – Luce, Forward, Hamilton & Scripps LLP. 117
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

10. CONSULTING AGREEMENT: Approval, Television Broadcasting and Consulting Services to Provide Discovery Streaming for 35 CUSD Schools – KOCE TV Foundation.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services 137
11. CONSULTING AGREEMENT: Approval, Health Services for Science Camp, Ladera Ranch Elementary School – Leisure Care Nurses Registry.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services 145
12. CONSULTING AGREEMENT: Approval, Physical Education and Sports Training at Oso Grande Elementary School – Creative Gymnastics.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services 155
13. UTILIZATION OF GSA CONTRACT NO.GS-35F-0717R, PRE-OWNED AND REFURBISHED CISCO SYSTEMS NETWORKING EQUIPMENT: Approval, authorization to utilize Contract No. GS-35F-0717R, pre-owned and refurbished Cisco Systems Networking Equipment, U.S. General Services Administration (GSA) – Network Hardware Resale, Inc.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services 165
14. UTILIZATION OF CONTRACT NO. 7-08-70-13, CISCO NETWORKING COMMUNICATIONS AND MAINTENANCE: Approval, authorization to utilize Contract No. 7-08-70-13, Cisco Networking Communications and Maintenance, Western States Contracting Alliance (WSCA) – various vendors.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services 167
15. AWARD OF BID NO. 1011-07, CO-CURRICULAR BUS SERVICE: Approval, award of Bid No. 1011-07, Co-curricular Bus Service – various vendors.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services 171
16. EXTENSION OF BID NO. 0809-4, CUSTODIAL SUPPLIES: Approval, extension of Bid No. 0809-04, Custodial Supplies, Paper Products, Liners, and Lamps – various vendors.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services 181
17. OBSOLETE AND UNUSABLE MISCELLANEOUS MATERIALS: Approval, authorization to sell obsolete and unusable District materials.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services 197

PERSONNEL SERVICES

18. RESIGNATIONS/RETIREMENTS/EMPLOYMENT: Approval, classified personnel.
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel 199
19. RESIGNATIONS/RETIREMENTS/EMPLOYMENT: Approval, certificated personnel.
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel 215

20. **WILLIAMS SETTLEMENT:** Approval, Williams Settlement Uniform Complaint quarterly report.
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel

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

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

IV. DISCUSSION/ACTION

21. **ANNUAL PROGRESS REPORT:** Summary of the 2010 Annual Progress Report.
(Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services

INFORMATION/
DISCUSSION
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22. **DANA HILLS HIGH SCHOOL GYMNASIUM MODERNIZATION CHANGE ORDER :** Consideration and ratification, Dana Hills High School Gymnasium Modernization Bid No. 0809-13, Change Order No. 1.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

DISCUSSION/
ACTION
Vote _____
Page 241

Motion by _____ Seconded by _____

23. **ANNUAL ORGANIZATIONAL MEETING:** Consideration and approval, setting the date for the annual organizational meeting of the Board of Trustees.
(Supporting Information)
Contact: Joseph M. Farley, Superintendent

DISCUSSION/
ACTION
Vote _____
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Motion by _____ Seconded by _____

24. **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

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DISCUSSION
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V. ADJOURNMENT

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

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

VI. CLOSED SESSION

25. Closed Session (as authorized by law)

A. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

Superior Court of the State of California

County of Orange

Case No. 00300788

Whispering Hills LLC v. Capistrano Unified School District

(Pursuant to Government Code §54956.9(a))

B. STUDENT EXPULSIONS – Items B-1 through B-6

Deliberations of Findings of Fact and Recommendations

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – SPECIAL MEETING
OCTOBER 26, 2010
EDUCATION CENTER – BOARD ROOM

President Bryson called the meeting to order at 5:30 p.m. The Board recessed to closed session to: confer with Legal Counsel regarding Existing Litigation (one case).

President Bryson called a break at 5:40 p.m.

The special meeting of the Board reconvened to open session and was called to order by President Bryson at 6:00 p.m.

The Pledge of Allegiance was led by Trustee Addonizio.

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

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

President Bryson announced that Consent Agenda Item #2, Consulting Agreements was being removed from the agenda. **President's Announcement**

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

President Bryson reported the following action taken during closed session: **President's Report From Closed Session Meeting**
Agenda Item 6A – Conference with Legal Counsel – Existing Litigation: Whispering Hills LLC v. Capistrano Unified School District. No action was taken.

Trustee Palazzo remarked that the sixth-day Enrollment Report showed a decline of 130 students and she would like staff to provide feedback on what grade levels and communities were affected. Trustee Palazzo commented that Saddleback Valley Unified School District (SVUSD) had a decrease of 623 students and asked staff to call SVUSD for a breakdown. **Board and Superintendent Comments**

CONSENT CALENDAR

It was moved by Trustee Lopez-Maddox, seconded by Trustee Addonizio, and motion carried by a 7-0 vote to approve the following Consent Calendar item:

Minutes of the October 12, 2010, regular Board meeting.

**Minutes
Agenda Item 1**

~~Consulting Agreements.~~ Item was pulled prior to accepting the agenda.

**Consulting
Agreements
~~Agenda Item 2~~**

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

DISCUSSION/ACTION

President Bryson announced the Public Hearing open at 6:04 p.m. regarding approval of the Romero Bill/Open Enrollment Act Waiver Request. There being no speakers to address the Board, President Bryson declared the Public Hearing closed at 6:05 p.m.

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

Trustee Winsten asked President Bryson to recognize Assistant Superintendent Julie Hatchel to address concerns e-mailed to Trustees by constituent Dawn Urbanek. Mrs. Hatchel provided an overview of the Romero Bill and explained that this Bill was rushed through legislation in order for California to compete for Race to the Top funds. Mrs. Hatchel remarked that the Bill needs refinement and final state regulations have not been released. Districts have been advised to submit waivers to the State Board of Education for their January hearing. Mrs. Hatchel is meeting with Kim Anderson and the Legislation Committee to ask them to take the District's concerns to Sacramento.

Trustees questioned Mrs. Hatchel regarding the need for the waivers, reasons that waivers were not requested for all CUSD schools listed, benefits for removing schools from the list, and student transfer rights. Trustee Winsten directed staff to provide information on this Bill, as it is updated, to Dawn Urbanek.

Following discussion, it was moved by Trustee Lopez-Maddox, seconded by Trustee Brick, and motion carried by a 6-1 vote to approve the General Waiver Requests to waive Education Code §48352, excluding Las Palmas Elementary from the 2010-2011 and 2011-2012 lists of low achieving schools, and Wood Canyon Elementary from the 2011-2012 list of low achieving schools.

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

President Bryson recognized Assistant Superintendent Jodee Brentlinger to present this item. Mrs. Brentlinger stated that this item contained the hourly consolidation provision of the settlement agreement approved by Trustees at the September 28, 2010, special Board meeting. Mrs. Brentlinger explained that as the item states, layoffs and/or reductions in employee hours are strictly dictated by Education Code. Approval of Resolution No. 1011-29 will reduce the hours per day for the positions listed, provides standardization of hours worked per day, and creates flexibility for employee initiated transfers and organizational efficiency.

**Classified
Layoff/Reductions-
Non-Management
Employees
Agenda Item 4**

The following people addressed the Board:

- *Ken Jensen and Ronda Walen asked Trustees not to approve classified reductions and to use the federal education jobs fund money rather than reduce employee hours.*

Following discussion, it was moved by Trustee Addonizio, seconded by Trustee Palazzo, and motion carried by a 7-0 vote to approve Resolution No. 1011-29, Classified Layoff/Reductions of Non-Management Employees.

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

It was moved by Trustee Addonizio, seconded by Trustee Lopez-Maddox, and motion carried unanimously to approve the special education memorandum of understanding with Journey Charter School.

**Journey Charter
School MOU
Agenda Item 5**

The meeting adjourned at 6:37 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Jane Boos, Manager, Board Office Operations

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

November 9, 2010

TO: Joseph M. Farley, Superintendent

FROM: Julie Hatchel, Assistant Superintendent, Education Services

SUBJECT: **MASTER CONTRACT, LARRY M. SIMMONS HIGH SCHOOL-
BODEGA, NON-PUBLIC SCHOOL SERVICES IN RELATION TO
RESIDENTIAL TREATMENT CENTER, FAMILY LIFE CENTER**

BACKGROUND INFORMATION

In accordance with Title 5, California Administrative Code §3060 through §3070, and California Education Code §56365, Capistrano Unified provides contracted services for eligible special education pupils when necessary and appropriate. When non-public school services are provided at District expense, Title 5, §3062 requires that the local education agency develop a contract with the service provider.

CURRENT CONSIDERATIONS

This agenda item recommends approval of a master contract for special education services to be provided by Larry M. Simmons High School-Bodega, a non-public school in relation to Family Life Residential Treatment Center (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: \$176.95 per diem per individual service agreement and individual student IEP for the 2010-2011 school year

Funding Source: Special Education Fund

STAFF RECOMMENDATION

It is recommended the Board approve this master contract for special education services to be provided by Larry M. Simmons High School-Bodega, a non-public school in relation to Family Life Residential Treatment Center.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2010 - 2011

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

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

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2010-2011

**CONTRACT NUMBER:
49-70862-0110916**

LEA: CAPISTRANO UNIFIED SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Larry M. Simmons High School -Bodega

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

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

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

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

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

2. CERTIFICATION

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

All notices mailed to LEA shall be addressed to:

Name: Special Education Director
District: Capistrano Unified School District
Address: 33122 Valle Rd
City, State Zip: San Juan Capistrano CA 92675
Phone: (949) 234-9270

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

9. MAINTENANCE OF RECORDS

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

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees.

12. VENUE AND GOVERNING LAW

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

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

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

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

14. TERMINATION

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

15. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

19. CONFLICTS OF INTEREST

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

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

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

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

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

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

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

26. DATA REPORTING

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

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

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

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS.

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

30. POSITIVE BEHAVIOR INTERVENTIONS

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

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

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

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

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

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

33. SURROGATE PARENTS

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

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

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

37. TRANSCRIPTS

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

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

41. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

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

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

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

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

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

43. **STATE MEAL MANDATE**

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

44. **MONITORING**

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

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

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

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

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

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

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

46. STAFF QUALIFICATIONS

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

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

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

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

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

48. STAFF ABSENCE

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

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

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

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

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

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

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

60. INSPECTION AND AUDIT

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

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

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

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

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

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

61. Rate Schedule.

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

**62.Larry M. Simmons High School -Bodega
NONPUBLIC SCHOOL**

**49-70862-0110916
CONTRACTOR NUMBER**

**2010-2011
CONTRACT YEAR**

Per CDE Certification, total enrollment may not exceed 3 classrooms

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

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

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$176.95</u>	<u>daily</u>
Basic Education Program/Dual Enrollment	_____	_____

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

B. Related Services

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

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

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

- (11) Nursing Services _____

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

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

CONTRACTOR,

Larry M. Simmons High School -Bodega

Capistrano Unified School District

Nonpublic School

By:

Susan Lemieux 7/13/10
 Signature Date

By:

Candy Miller 6/28/10
 Date

Susan Lemieux, Executive Director

Candy Miller, Interim SELPA Director

Name and Title of Authorized Representative

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Kathleen Parker

Name

Family Life Center

Nonpublic School Provider

365 Kuck Ln

Address

Petaluma CA 94952

City

State Zip

707-795-6954

Phone

kathleenp@familylifectr.org

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

November 9, 2010

TO: Joseph M. Farley, Superintendent

FROM: Julie Hatchel, Assistant Superintendent, Education Services

SUBJECT: **MEMBERS OF THE SPECIAL EDUCATION LOCAL PLAN AREA
COMMUNITY ADVISORY COMMITTEE**

BACKGROUND INFORMATION

In accordance with the California Education Code §56170, each SELPA shall establish a Community Advisory Committee (CAC) with parents of special education students forming the majority. Based on the bylaws of CUSD's SELPA, a committee is established annually, comprised of CUSD parents, teachers, administrators, and agency representatives who serve CUSD students.

CURRENT CONSIDERATIONS

This agenda item requests Board approval to appoint the following candidates as CAC voting members for the 2010-2011 school year: Lisa Mettert and Jeana Dagley as teacher representatives; Gail Sanders as District administrator representative; and Cheryl Zelden, Mary Berger, Christine Browning, Juli Warnick, Julie Redmond, Trish Sant, and Sarah Draper as parent representatives.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the appointments of the above named individuals to serve as representatives on the CUSD SELPA Community Advisory Committee.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

November 9, 2010

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: **EXPUNGING OF EXPULSION RECORD**

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

November 9, 2010

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **PURCHASE ORDERS AND COMMERCIAL WARRANTS**

BACKGROUND INFORMATION

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

CURRENT CONSIDERATIONS

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

FINANCIAL IMPLICATIONS

The financial implications of the purchase orders and commercial warrants included in this item have previously been authorized as part of the District's budget approval process. The purchase orders (Exhibit A) total \$5,907,551.29; the commercial warrants (Exhibit B) total \$9,154,326.43.

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.....NOVEMBER 9, 2010

MELLO ROOS

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

PO No.	Fund	Vendor	Description	Amount
4879	98	SAN DIEGO GAS & ELECTRIC	SI:Const/Fac Acq /SJHHS	324,349.00
4880	87	PJHM ARCHITECTS SOUTHWEST INC	BI:Arch /Fac Acq /FNMS	69,000.00
2 Purchase Orders				\$393,349.00

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....NOVEMBER 9, 2010

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

PO No.	Fund	Vendor	Description	Amount
302053	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/Bus/Fisc/Dstrctwd	570.00
302054	1	SAN BERNARDINO CNTY SUPER SCHL	CnfrNonI/PsychSer/Dstrctwd	100.00
302055	1	SEHI COMPUTER	SpplsNonI/HlthServ/Dstrctwd	1,356.92
302056	1	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Castille	415.14
302057	1	WORLD OF AWNINGS & CANOPIES	Rntl:Oth/RR:Bldgs/VdelMarE	1,388.73
302058	1	COUNTY OF ORANGE HEALTH CARE	Serv&Op /Saf&Trng/Dstrctwd	1,107.00
302059	1	FREEWAY AUTO SUPPLY & MACHINE	Ppl Tran/PuplTran/Dstrctwd	2,000.00
			SpplsNonI/Dist Veh/Dstrctwd	2,000.00
302060	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Kinoshta	550.00
302061	1	GENERATOR SERVICES CO INC	Rntl:Oth/RR:Bldgs/Dstrctwd	1,238.48
302062	1	GLEN PRODUCTS	Rntl:Oth/RR:Bldgs/RH Dana	5,802.27
302063	1	GLEN PRODUCTS	Rntl:Oth/RR:Bldgs/ArroyoEl	3,559.23
302064		VOID	VOID	0.00
302065		VOID	VOID	0.00
302066	1	HM RECEIVABLES CO LLC	K-8Textb/Instrctn/Dstrctwd	478,000.00
302067	1	LAKESHORE	InstMtls/SDCInstr/VDMMS	100.00
302068	1	DANNIS WOLIVER KELLEY	Legal /DW Unrst/Dstrctwd	11,062.88
302069	1	CVS WHOLESALE FLAGS	SpplsNonI/Enterprs/Castille	66.85
302070	1	BREAKTHROUGH COACH	CnfrNonI/Sch Adm /LFMS	525.00
302071	1	CHERRY TREE TOYS INC	InstMtls/Instrctn/FNMS	141.96
302072	1	SATCO SUPPLY	InstMtls/Instrctn/FNMS	272.31
302073	1	SCHOOL SPECIALTY	InstMtls/Instrctn/VdelMarE	430.67
302074	1	PEARSON EDUCATION	K-8Textb/Instrctn/Dstrctwd	901.43
302075	1	MCGRAW-HILL	K-8Textb/Instrctn/Dstrctwd	297.87
302076	1	MCGRAW-HILL	K-8Textb/Instrctn/Dstrctwd	297.87
302077	1	MCGRAW-HILL	K-8Textb/SDCInstr/Dstrctwd	297.87
302078	1	MCGRAW-HILL	K-8Textb/Instrctn/Dstrctwd	297.87
302079	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	719.38
302080	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	719.38
302081	1	SCOTT FORESMAN	K-8Textb/SDCInstr/Dstrctwd	719.38
302082	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	914.40
302083	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	1,183.74
302084	1	AARDVARK CLAY	InstMtls/Instrctn/SCHS	1,000.00
302085	1	WORDMASTERS	InstMtls/Instrctn/ANHS	193.32
302086	1	DEVEREUX SCHOOL OF VIERA	Residtl /NPS /Dstrctwd	16,400.00
302087	1	DEVEREUX SCHOOL OF VIERA	Residtl /NPS /Dstrctwd	16,400.00
302088	1	DEVEREUX SCHOOL OF VIERA	Residtl /NPS /Dstrctwd	16,400.00
302089	1	ALL PRO SOUND	InstMtls/Instrctn/DHHS	92.44
302090	1	CAMCOR INC	NonCapEq/Instrctn/BAMS	3,353.13
302091	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/BAMS	4,255.39
302092	68	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	286.43
302093	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/RSPInstr/Serra	100.00
302094	1	DISCOUNT OFFICE SERVICES	SpplsNonI/Supt /Dstrctwd	500.00
302095	1	VALIANT IMC	InstMtls/Instrctn/DHHS	257.63
302096		VOID	VOID	0.00
302097		VOID	VOID	0.00

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....NOVEMBER 9, 2010

PO No.	Fund	Vendor	Description	Amount
302098	1	BERTRANDS HORN IMPROVEMENT	InstMtls/Instrctn/SCHS	795.65
302099	1	CCS PRESENTATION SYSTEMS INC	InstMtls/Instrctn/VDMMS	424.13
302100	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/VDMMS	3,693.15
302101	1	GANAHL LUMBER	InstMtls/Instrctn/MFMS	71.72
302102	1	ON TRACK	InstMtls/CurAthlt/SCHS	1,042.06
302103	1	TRITON AIR INC	NonCapEq/CurAthlt/SCHS	3,749.13
302104	1	BLAIRS TOWING	Serv&Op /PuplTran/Dstrctwd	15,000.00
302105	1	CARLOS GUZMAN INC	Rntl:Oth/PuplTran/Dstrctwd	20,100.00
			Rntl:Oth/Dist Veh/Dstrctwd	9,900.00
302106	1	OC DIESEL	Rntl:Oth/PuplTran/Dstrctwd	7,500.00
			Rntl:Oth/Dist Veh/Dstrctwd	7,500.00
302107	1	GOLD COAST HOT DOGGER TOURS	Charter /DW Undst/Dstrctwd	10,000.00
302108	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	657.07
302109	1	FOLLETT EDUCATIONAL SERVICES	K-8Textb/Instrctn/Dstrctwd	231.31
302110	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	1,438.76
302111	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	1,312.88
302112	1	FOLLETT EDUCATIONAL SERVICES	K-8Textb/Instrctn/Dstrctwd	231.31
302113	1	PEARSON EDUCATION	K-8Textb/Instrctn/Dstrctwd	1,729.13
302114	1	PEARSON EDUCATION	InstMtls/Instrctn/Dstrctwd	4,928.01
302115	1	SCHOLASTIC	InstMtls/Instrctn/Moulton	3,052.44
302116	1	LAKESHORE LEARNING MATERIALS	SpplsNonI/SupvAdmn/Dstrctwd	131.48
302117	1	INTEGRATIONS SCHOOL SPECIALITY	SpplsNonI/SupvAdmn/Dstrctwd	80.20
302118	1	PHONAK INC	NonCapEq/HlthServ/Dstrctwd	1,651.69
302119	1	PERFECT SEAL LABORATORIES	SpplsNonI/HlthServ/Dstrctwd	52.80
302120	1	PERFECT SEAL LABORATORIES	SpplsNonI/HlthServ/Dstrctwd	32.19
302121	1	SHAMROCK SUPPLY CO INC	St Rcpts/Undesig /Dstrctwd	388.89
302122	1	LARMAC	Serv&Op /RR:Grnds/Dstrctwd	17,400.00
302123	1	CITY OF MISSION VIEJO	Serv&Op /RR:Grnds/Dstrctwd	15,616.89
302124	1	SIMPLEX GRINNELL LP	Rntl:Oth/RR:Bldgs/Dstrctwd	50,000.00
302125	1	ENABLING DEVICES	InstMtls/Aid:Inst/Dstrctwd	251.25
302126	1	NATIONWIDE FIRE PROTECTION	Rntl:Oth/RR:Bldgs/Dstrctwd	3,724.64
302127	1	DIVERSIFIED METAL FABRICATORS	Rntl:Oth/RR:Bldgs/Dstrctwd	1,000.00
302128	1	MODERN SIGNS PRESS INC	InstMtls/SEOthIns/Dstrctwd	380.00
302129	1	SACRAMENTO COUNTY OFFICE OF ED	SpplsNonI/SupvAdmn/Dstrctwd	110.54
302130	1	SUPER DUPER INC.	SpplsNonI/Spch Aud/Dstrctwd	289.28
302131	1	COLBI TECHNOLOGIES INC	Serv&Op /SuppSvcs/Dstrctwd	9,500.00
302132	1	COLBI TECHNOLOGIES INC	Serv&Op /SuppSvcs/Dstrctwd	35,000.00
302133	1	SPARKLETTS	InstMtls/Instrctn/DHHS	100.00
302134	1	SAN DIEGO COUNTY OFFICE OF ED	CnfrNonI/SupvAdmn/Dstrctwd	75.00
302135	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/DJAMS	500.00
302136	1	ORANGE COUNTY DEPT OF EDUCAT	Serv&Op /Sch Adm /NHMS	400.00
302137	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	175.00
302138	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	190.00
302139		VOID	VOID	0.00
302140		VOID	VOID	0.00
302141		VOID	VOID	0.00

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....NOVEMBER 9, 2010

PO No.	Fund	Vendor	Description	Amount
302142	1	RENAISSANCE LEARNING	InstMtls/Instrctn/ArroyoEl	3,002.42
			InstMtls/Instrctn/Hiddn Hl	3,040.13
			InstMtls/Instrctn/Kinoshta	3,040.13
			InstMtls/Instrctn/RH Dana	4,531.57
			InstMtls/Instrctn/San Juan	3,261.26
302143	1	SUPER DUPER INC.	InstMtls/SDCInstr/Dstrctwd	195.59
302144	1	SUPER DUPER INC.	InstMtls/SDCInstr/Dstrctwd	48.83
302145	1	PEARSON ASSESSMENTS	SplsNonI/Spch Aud/Dstrctwd	2,001.94
302146	1	BEYOND PLAY	InstMtls/SDCInstr/Dstrctwd	77.21
302147	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Dstrctwd	234.85
302148	1	PC MALL GOV	InstMtls/Instrctn/CVHS	1,308.83
302149	1	RENAISSANCE LEARNING	InstMtls/Instrctn/VDMMS	2,026.89
302150	70	CARLOS GUZMAN INC	Serv&Op /Enterprs/Dstrctwd	1,500.00
302151	1	SANTILLANA PUBL CO	InstMtls/Instrctn/Moulton	2,100.00
302152	1	CREATIVE PATHWAYS TO	NPA /NPA /Dstrctwd	24,999.00
			Sub NPA /NPA /Dstrctwd	55,641.00
302153	1	PERMA-BOUND	K-12Text/Instrctn/CVHS	335.32
302154	13	HUBERT	SmlEquip/FoodServ/Dstrctwd	274.65
302155		VOID	VOID	0.00
302156	1	PROFESSIONAL TUTORS OF AMERICA	CnsltNon/SupvAdmn/Dstrctwd	25,000.00
			CnsltIns/Instrctn/Dstrctwd	11,000.00
302157	1	RIVERSIDE PUBLISHING CO	SplsNonI/PsychSer/Dstrctwd	212.66
302158	1	PEARSON ASSESSMENTS	SplsNonI/PsychSer/Dstrctwd	1,089.33
302159	1	CINNAMON HILLS SCHOOL	Residtl /NPS /Dstrctwd	695.60
302160		VOID	VOID	0.00
302161	1	IPARADIGMS LLC	Serv&Op /Enterprs/DHHS	3,818.40
302162	1	INTERNATIONAL BACCALAUREATE NA	Conf:Ins/Instrctn/CVHS	675.00
302163	1	TEENNOW CALIFORNIA	CnfrNonI/SupvAdmn/Dstrctwd	80.00
302164	1	TEENNOW CALIFORNIA	CnfrNonI/SupvAdmn/Dstrctwd	175.00
302165	1	COMMERCIAL LANDSCAPE SUP INC	SplsNonI/Op:Grnds/Dstrctwd	9,000.00
302166	1	VERNON LIBRARY SUPPLIES INC	SplsNonI/Libr&Med/Dstrctwd	463.94
302167	1	BRODART CO	SplsNonI/Libr&Med/Dstrctwd	385.98
302168	13	INDUSTRIAL ELECTRIC SERVICE	EquipRpr /FoodServ/Dstrctwd	5,000.00
302169	1	MCBEE SYSTEMS	SplsNonI/Payroll /Dstrctwd	155.46
302170	1	ORANGE COUNTY DEPT OF EDUCAT	Serv&Op /Sch Adm /FNMS	400.00
302171	1	ORANGE COUNTY DEPT OF EDUCAT	Serv&Op /Sch Adm /ANHS	400.00
302172	1	ORANGE COUNTY DEPT OF EDUCAT	Serv&Op /SupvAdmn/CVHS	400.00
302173	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/MFMS	607.91
302174	1	INTERNATIONAL BACCALAUREATE NA	Serv&Op /Instrctn/SCHS	10,000.00
302175	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Lgna Nig	8,250.00
302176	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/DHHS	1,215.83
302177	1	SEHI COMPUTER	InstMtls/Enterprs/SCHS	847.93
302178	1	BADEN SPORTS INC	InstMtls/Instrctn/ArroyoEl	503.27
302179	1	KATHCO PRODUCTS	InstMtls/Instrctn/LadraElm	21.42
302180	1	GOV CONNECTION INC	InstMtls/Instrctn/ANHS	328.53
302181	1	GOPHER ATHLETIC	InstMtls/Instrctn/Las Palm	60.25
302182	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Tesoro	156.55
302183	1	DIGITAL NETWORKS GROUP	SplsNonI/SupvAdmn/ANHS	583.70
302184	1	STARKEY	SplsNonI/HlthServ/Dstrctwd	34.09
302185	1	GAMETIME	SplsNonI/RR:Bldgs/Kinoshta	579.69

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....NOVEMBER 9, 2010

PO No.	Fund	Vendor	Description	Amount
302186	1	WORLD OF AWNINGS & CANOPIES	Rntl:Oth/RR:Bldgs/VDMMS	3,674.78
302187	1	CITY OF SAN CLEMENTE	Serv&Op /RR:Grnds/Dstrctwd	18,402.60
302188	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Oak Grv	1,649.80
302189	1	CULVER-NEWLIN INC	SpplsNonI/HlthServ/Dstrctwd	194.66
302190	1	MCMAHAN DESK INC	NonCapEq/Enterprs/Lgna Nig	1,872.68
302191	1	MCMAHAN DESK INC	SpplsNonI/SupvAdmn/Dstrctwd	1,755.23
302192	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/DHHS	42.58
302193	1	IMAGE 2000	InstMtls/Instrctn/Benedict	327.68
302194	1	CCS PRESENTATION SYSTEMS INC	InstMtls/Instrctn/Kinoshta	2,544.75
302195	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/RH Dana	1,823.74
302196	1	CCS PRESENTATION SYSTEMS INC	InstMtls/Instrctn/Castille	848.25
302197	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/Castille	3,693.15
302198	1	HIRSCH PIPE & SUPPLY	SpplsNonI/RR:Bldgs/Dstrctwd	10,000.00
302199	1	JOHNSTONE SUP OF ANAHEIM	SpplsNonI/RR:Bldgs/Dstrctwd	50,000.00
302200	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	1,479.87
302201	1	FOLLETT EDUCATIONAL SERVICES	K-8Textb/Instrctn/Dstrctwd	231.31
302202	1	FOLLETT EDUCATIONAL SERVICES	K-8Textb/Instrctn/Dstrctwd	154.21
302203	1	AVERY DENNISON	SpplsNonI/Warehse /Dstrctwd	1,078.28
302204	1	EDUCATIONAL DATA SYSTEMS	SpplsNonI/SupvAdmn/Dstrctwd	2,183.94
302205	1	HUBERT	SpplsNonI/SupvAdmn/Dstrctwd	161.35
302206	1	COMMUNICATIONS USA	SpplsNonI/Sch Adm /CanVistE	200.10
302207	1	COMMUNICATIONS USA	SpplsNonI/Sch Adm /Chaparal	225.11
302208	1	COMMUNICATIONS USA	SpplsNonI/Sch Adm /DJAMS	714.49
302209	1	BARRETT-ROBINSON INC	SpplsNonI/Sch Adm /SJHHS	298.00
302210	1	JONES-CAMPBELL CO	NonCapEq/Sch Adm /SJHHS	10,341.04
302211	1	IBBS	K-8Textb/Instrctn/Dstrctwd	445.33
302212	1	IBBS	K-8Textb/Instrctn/Dstrctwd	1,830.81
302213	1	IBBS	K-8Textb/Instrctn/Dstrctwd	148.44
302214	1	IBBS	K-8Textb/Instrctn/Dstrctwd	197.93
302215	1	IBBS	K-8Textb/Instrctn/Dstrctwd	31.54
302216	1	IBBS	K-8Textb/Instrctn/Dstrctwd	31.54
302217	1	IBBS	K-8Textb/Instrctn/Dstrctwd	445.33
302218	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	2,148.36
302219	1	NASCO WEST	InstMtls/Instrctn/AVMS	1,922.57
302220	1	ACCM ANNUAL CONFERENCE	CnfrNonI/Purch /Dstrctwd	190.00
302221		VOID	VOID	0.00
302222	1	BORDERS BOOKS & GIFTS	InstMtls/PrntPart/Dstrctwd	500.00
302223	1	SCHOLASTIC LITERACY PARTNERSHP	InstMtls/PrntPart/Dstrctwd	2,000.00
302224	1	XEROX CORPORATION	Rntl:Oth/Grph Art/Dstrctwd	1,452,135.55
302225	1	XEROX CORPORATION	Rntl:Oth/Grph Art/Dstrctwd	224,295.89
302226	1	PRO PHOTO CONNECTION INC	InstMtls/Instrctn/SCHS	750.00
302227	1	FREESTYLE PHOTO SUPPLIES	InstMtls/Instrctn/DHHS	2,700.00
302228	12	CAMPBELL, KIM	ParntFee/Undesig /Dstrctwd	382.00
302229	1	ACOUSTICAL MATERIAL SERVICES	SpplsNonI/RR:Bldgs/CVHS	3,403.32
302230	1	LAKESHORE	InstMtls/PrntPart/Dstrctwd	1,500.00
302231	1	ELTEC REFRIGERATION	Rntl:Oth/RR:Bldgs/Dstrctwd	30,000.00
302232	1	THYSSEN ELEVATOR CORPORATION	Rntl:Oth/RR:Bldgs/Dstrctwd	20,000.00
302233	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Dstrctwd	151.92
302234	1	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/Moulton	696.93
302235	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/San Juan	61.81

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2010-11 =====
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PO No.	Fund	Vendor	Description	Amount
302236	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/Chaparal	3,693.15
302237	1	CAMP HIGH TRAILS OUTDOOR	FieldTrp/Instrctn/LadraElm	24,639.00
302238	1	LAKESHORE LEARNING MATERIALS	InstMtls/Enterprs/SCHS	534.56
302239	1	LAKESHORE LEARNING MATERIALS	SpplsNonI/PrntPart/Dstrctwd	344.34
302240	12	MAILBOX YEARBOOK	SpplsNonI/SupvAdmn/Dstrctwd	79.90
302241	1	LAMA	InstMtls/Instrctn/FNMS	2,000.00
302242	1	MOORE'S SEWING MACHINE	InstMtls/Instrctn/FNMS	1,000.00
302243	1	JOSTENS	SpplsNonI/Sch Adm /CVHS	4,400.00
302244	1	ZEE MEDICAL	SpplsNonI/PuplTran/Dstrctwd	2,000.00
302245	1	WAL MART S.C.	InstMtls/PrntPart/Dstrctwd	2,000.00
302246	1	ORIENTAL MERCHANDISE CO	InstMtls/Instrctn/Las Palm	419.08
302247	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/SJHHS	335.36
302248	1	CCS PRESENTATION SYSTEMS INC	InstMtls/Instrctn/Hiddn Hl	424.13
302249	1	TROXELL COMMUNICATIONS INC	SpplsNonI/Sch Adm /Tijeras	100.90
302250	1	NASCO WEST	InstMtls/Instrctn/SJHHS	66.38
302251	12	CAMCOR INC	InstMtls/Instrctn/Bathgate	52.68
302252	1	OFFICE DEPOT	InstMtls/Instrctn/San Juan	4,000.00
			SpplsNonI/Sch Adm /San Juan	1,000.00
302253	1	DISCOUNT OFFICE SERVICES	InstMtls/PrntPart/Dstrctwd	500.00
302254	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/DJAMS	1,150.00
302255	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Benedict	1,000.00
302256	1	SPEAK, JOHN V	Rnt&Repr/Instrctn/Dstrctwd	300.00
302257	1	SHAMROCK SUPPLY CO INC	St Rcpts/Undesig /Dstrctwd	316.33
302258	1	EVERYTHING MEDICAL	St Rcpts/Undesig /Dstrctwd	167.37
302259	1	SCHOOL SPECIALTY	InstMtls/Instrctn/Concordi	125.39
302260	1	CAMCOR INC	InstMtls/Instrctn/NHMS	190.17
302261	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/Castille	228.07
302262	1	GREAT MUSIC PRODUCTS	InstMtls/Instrctn/LF Elem	579.20
302263	1	MOORE'S SEWING MACHINE	Rntl:Oth/RR:Bldgs/Dstrctwd	6,000.00
302264	1	OFFICE DEPOT	SpplsNonI/HlthServ/Dstrctwd	21.21
302265	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	25,000.00
302266	1	NYSTROM-HERFF JONES	InstMtls/Instrctn/DHHS	38.71
302267	1	GLASS SPECTRUM	InstMtls/Instrctn/MFMS	850.24
302268	1	CARSON-DELLOSA PUBLISHING	InstMtls/Instrctn/San Juan	105.38
302269	1	HANDWRITING W/O TEARS	InstMtls/Instrctn/RH Dana	731.74
302270	1	THINKING MAPS INC	InstMtls/Instrctn/Dstrctwd	4,034.63
302271		VOID	VOID	0.00
302272	1	ASCD	InstMtls/Instrctn/Las Palm	89.26
302273		VOID	VOID	0.00
302274	1	SAX ARTS & CRAFTS	NonCapEq/Instrctn/AVMS	679.47
302275	11	ROYAL CHEMICAL CORPORATION	SpplsNonI/Sch Adm /Dstrctwd	242.70
302276	1	HERBERT, DEBRA	NPA /NPA Hlth/Dstrctwd	10,080.00
302277	1	SPORTS FACILITIES GROUP INC	SpplsNonI/Sch Adm /RH Dana	238.96
302278	1	FLEET SERVICE SPECIALISTS LLC	Rntl:Oth/PuplTran/Dstrctwd	24,000.00
			Rntl:Oth/Dist Veh/Dstrctwd	6,000.00
302279	1	CSBA'S PRACTI-CAL	Serv&Op /SupvAdmn/Dstrctwd	60,000.00
302280	1	MOBILE FLEET WASH	Serv&Op /PuplTran/Dstrctwd	832.00
302281	1	OKIN, BARBARA & STUART	Residtl /NPS /Dstrctwd	4,200.00
302282	1	CENTER FOR AUTISM &	NPA /NPA /Dstrctwd	13,769.50
302283	1	CUSD	Serv&Op /PuplTran/Dstrctwd	200,000.00

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PO No.	Fund	Vendor	Description	Amount
302284	1	PSYCHOLOGICAL ASSESSMENT RES	SpIsNonI/PsychSer/Dstrctwd	2,402.50
302285	1	SOUTHERN CALIFORNIA GRAY LINE	Charter /DW Undst/Dstrctwd	10,000.00
302286	1	PACIFIC COACHWAYS	Charter /DW Undst/Dstrctwd	10,000.00
302287	1	TRANSPORTATION CHARTER SERVICE	Charter /DW Undst/Dstrctwd	10,000.00
302288		VOID	VOID	0.00
302289	1	SILVER STATE COACH INC.	Charter /DW Undst/Dstrctwd	10,000.00
302290	1	CERTIFIED TRANSPORTATION	Charter /DW Undst/Dstrctwd	10,000.00
302291	1	COMMUNICATIONS USA	SpIsNonI/Sch Adm /Wood Cyn	491.55
302292	1	VONS C/O SAFEWAY INC	InstMtls/Instrctn/DJAMS	1,000.00
302293	1	FUSIONSTORM	InstMtls/Instrctn/Dstrctwd	4,560.98
302294	1	ALBERTSONS MV	InstMtls/Instrctn/FNMS	1,500.00
302295	1	SOUTH COAST FAMILY MEDI CENTER	Serv&Op /PuplTran/Dstrctwd	4,000.00
302296	1	EL NIGUEL COUNTRY CLUB	InstMtls/CurAthlt/ANHS	783.00
302297	1	CHEF TOYS	InstMtls/Instrctn/Dstrctwd	2,000.00
302298	1	PREMIER SCHOOL AGENDAS	InstMtls/Instrctn/San Juan	4,001.64
302299	1	BREAKTHROUGH COACH	CnfrNonI/PuplTran/Dstrctwd	525.00
302300	1	BREAKTHROUGH COACH	CnfrNonI/Sch Adm /Bergeson	525.00
302301	1	BREAKTHROUGH COACH	CnfrNonI/M&OUUnrOH/Dstrctwd	525.00
302302	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/MFMS	600.00
302303	1	GOPHER ATHLETIC	InstMtls/Instrctn/ANHS	528.70
302304	1	SMART & FINAL IRIS #399	SpIsNonI/Sch Adm /Dstrctwd	1,500.00
302305		VOID	VOID	0.00
302306	1	TANAKA FARM & PUMPKIN PATCH	Serv&Op /Instrctn/San Juan	2,016.00
302307	1	AMERICAN RED CROSS	SpIsNonI/PuplTran/Dstrctwd	1,000.00
302308	1	DICK BLICK WEST	SpIsNonI/Sch Adm /Dstrctwd	750.00
302309	1	DELTA EDUCATION	SpIsNonI/Sch Adm /Dstrctwd	750.00
302310	1	SPARKLETTS	SpIsNonI/SupvAdmn/Dstrctwd	250.00
302311		VOID	VOID	0.00
302312	1	TIME FOR KIDS	InstMtls/Instrctn/Chaparral	2,232.78
302313	1	DICK BLICK WEST	InstMtls/Enterprs/SCHS	106.18
302314	1	DICK BLICK WEST	InstMtls/Instrctn/SCHS	1,000.00
302315	1	ORANGE COUNTY REGISTER	SpIsNonI/Sch Adm /SCHS	155.52
302316	1	PCI EDUCATIONAL PUBLISHING	InstMtls/SDCInstr/SCHS	263.98
302317	1	UNIVERSITY OF OREGON/SWIS	InstMtls/Instrctn/FNMS	250.00
302318	1	AOTA AMERICAN OCCUPATIONAL	SpIsNonI/SupvAdmn/Dstrctwd	63.29
302319		VOID	VOID	0.00
302320	1	WOODWORKERS SUPPLY	InstMtls/Instrctn/FNMS	289.30
302321	1	OFFICE DEPOT	St Rcpts/Undesig /Dstrctwd	689.04
302322	1	SADDLEBACK EDUCATIONAL PUBLISH	InstMtls/RSPInstr/LadraElm	149.21
302323	1	CALIFORNIA WEEKLY EXPLORER INC	Serv&Op /Instrctn/OsoGrand	1,670.00
302324	1	CALIFORNIA WEEKLY EXPLORER INC	Serv&Op /Instrctn/CanViste	1,220.00
302325		VOID	VOID	0.00
302326	1	CALIFORNIA WEEKLY EXPLORER INC	Serv&Op /Instrctn/LadraElm	1,670.00
302327	1	ORANGE COUNTY DEPT OF EDUC	Serv&Op /Instrctn/SVCS	1,000.00
302328	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/SCHS	615.70
302329	1	ART MASTERS INC	CnsltIns/Instrctn/Hiddn Hl	4,698.00
302330	1	XEROX CORPORATION	Rnt&Repr/Enterprs/DHHS	1,393.09
302331	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	300.00
302332	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	100.00
302333	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/Bus/Fisc/Dstrctwd	175.00

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PO No.	Fund	Vendor	Description	Amount
302334	1	RICE UNIVERSITY SCHOOL OF CONT	Conf:Ins/Instrctn/SCHS	740.00
302335	1	VIP CLOTHING	SpplsNonI/SupvAdmn/SCHS	441.26
302336	1	QUINTESSENTIAL SCHOOL SYSTEMS	CnfrNonI/TIS /Dstrctwd	500.00
302337	1	CASBO VENDOR SHOW	CnfrNonI/Purch /Dstrctwd	10.00
302338	1	CA DEPARTMENT OF EDUCATION	Conf:Ins/SE0thIns/Dstrctwd	800.00
302339	1	WRESTLINGMART.COM	InstMtls/CurAthlt/CVHS	482.06
302340	1	GET INSPIRED	InstMtls/Instrctn/DHHS	3,000.00
302341	1	SUPLAY.COM	SpplsNonI/CurAthlt/CVHS	579.26
302342	1	SHEA CENTER	InstMtls/SDCInstr/Dana ENF	3,240.00
302343	1	SCHOLASTIC	InstMtls/Instrctn/VdelMarE	869.02
302344		VOID	VOID	0.00
302345		VOID	VOID	0.00
302346	1	EDHELPER.COM	InstMtls/SDCInstr/Tesoro	213.24
			InstMtls/RSPInstr/Tesoro	106.60
302347	1	JIST WORKS INC	InstMtls/SE0thIns/Dstrctwd	423.47
302348	1	POPULAR MECHANICS	InstMtls/SE0thIns/Dstrctwd	12.00
302349	1	BEN'S MUSIC	Rnt&Repr/Instrctn/Dstrctwd	345.00
302350	1	PLANK ROAD PUBLISHING	InstMtls/Instrctn/Dstrctwd	138.33
302351	1	STAPLES ADVANTAGE	InstMtls/SDCInstr/ANHS	29.53
302352	1	EDGEWOOD PRESS INC	InstMtls/Instrctn/RH Dana	445.88
302353	1	STAPLES ADVANTAGE	InstMtls/RSPInstr/ANHS	224.78
302354	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Reilly	450.00
302355	1	HITT MARKING DEVICE	SpplsNonI/Sch Adm /FrshStrt	93.92
302356		VOID	VOID	0.00
302357	1	MACMILLAN/MCGRAW-HILL	InstMtls/Instrctn/OsoGrand	907.63
302358	1	SCHOOL INNOVATIONS & ADVOCACY	CnsltNon/Supt /Dstrctwd	38,000.00
302359	1	PHONAK INC	SpplsNonI/HlthServ/Dstrctwd	295.79
302360	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Malcom	176.00
302361	1	LAKESHORE	InstMtls/SDCInstr/Malcom	317.00
302362	13	SNA	Dues&Mmb/FoodServ/Dstrctwd	96.75
302363	1	PC MALL GOV	SpplsNonI/Supt /Dstrctwd	102.38
302364	1	IRON MOUNTAIN	Rntl:Oth/TIS /Dstrctwd	3,500.00
302365	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv&Op /Enterprs/Dstrctwd	1,085.75
302366	1	ORANGE COUNTY HEALTH AGENCY	Serv&Op /Saf&Trng/Dstrctwd	163.60
302367	1	GRAVOGRAPH-NEW HERMES	SpplsNonI/RR:Bldgs/Dstrctwd	1,000.00
302368	1	ORANGE COUNTY HEALTH AGENCY	Serv&Op /Saf&Trng/Dstrctwd	313.50
302369	1	BLACKBOARD CONNECT	Serv&Op /Instrctn/Dstrctwd	108,608.00
302370	1	NATIONAL SCHOOL PRODUCTS	InstMtls/SDCInstr/San Juan	189.24
302371	1	AUGMENTATIVE COMMUNICATION	SpplsNonI/HlthServ/Dstrctwd	112.88
302372	1	MARSHALL, KIM	InstMtls/Instrctn/RH Dana	50.00
302373	1	HOLT MCDUGAL	9-12Text/Instrctn/Dstrctwd	615.83
302374	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	605.30
302375	1	EPS	Bks&Ref /Instrctn/RH Dana	571.57
302376	1	SEPULVEDA BLDG MATERIALS	SpplsNonI/RR:Bldgs/Dstrctwd	3,000.00
302377	1	FIRE SAFETY FIRST	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
302378	1	ITO NURSERY	SpplsNonI/Op:Grnds/Dstrctwd	1,490.15
302379	1	MARSHALL, KIM	InstMtls/Instrctn/Dstrctwd	50.00
302380	1	PEARSON EDUCATION	K-8Textb/Instrctn/Dstrctwd	951.02
302381	1	OC DIESEL	Rntl:Oth/PuplTran/Dstrctwd	18,534.57
302382	1	CORWIN PRESS INC	SpplsNonI/SupvAdmn/RH Dana	89.87

EXHIBIT A
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PO No.	Fund	Vendor	Description	Amount
302383	1	UNIVERSITY OF MINNESOTA	SpplsNonI/Sch Adm /San Juan	53.89
302384	1	PEARSON SCHOOL	Bks&Ref /Instrctn/LFMS	84.57
302385	12	COMMUNITY PLAYTHINGS	SpplsNonI/SupvAdmn/Dstrctwd	426.30
302386	1	STIKA PH.D., CARREN J.	CnsltNon/PsychSer/Dstrctwd	6,000.00
302387	1	GENERAL BINDING CORP	SpplsNonI/Sch Adm /MFMS	230.24
302388	1	WOODBURN PRESS	SpplsNonI/Sch Adm /DJAMS	254.09
302389	1	ACTION LEARNING SYSTEMS INC	InstMtls/Instrctn/CanVisteE	9,013.40
302390	1	BERTRANDS HORN IMPROVEMENT	Rnt&Repr/Instrctn/Dstrctwd	500.00
			InstMtls/Instrctn/Dstrctwd	500.00
302391	1	MARKERBOARD PEOPLE	InstMtls/Instrctn/CVHS	184.88
302392	1	YOUNGS GUIDE TO GLIDES	SpplsNonI/Sch Adm /LFMS	84.83
302393	68	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	824.33
302394	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /RH Dana	2,055.38
302395	1	STAPLES ADVANTAGE	InstMtls/RSPInstr/ANHS	82.20
302396	1	SEHI COMPUTER	InstMtls/CurAthlt/ANHS	547.86
302397	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/BAMS	115.10
302398	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	1,432.24
302399	1	A2Z SIGN CO.	SpplsNonI/RR:Bldgs/Dstrctwd	3,018.36
302400	1	TOTAL SCHOOL SOLUTIONS	CnfrNonI/SupvAdmn/Dstrctwd	195.00
302401	1	PALOS SPORTS	InstMtls/SE0thIns/Dstrctwd	251.01
302402	1	WESTERN GRAPHIX	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
302403	1	CIBO	Conf:Ins/Instrctn/SCHS	500.00
302404	1	WORLD OF AWNINGS & CANOPIES	Rntl:Oth/RR:Bldgs/LRMS	2,670.63
302405	1	INTERNATIONAL BACCALAUREATE	Conf:Ins/Instrctn/SCHS	96.30
302406	1	CALIFORNIA ASSOC OF PUBLIC	CnfrNonI/Purch /Dstrctwd	98.00
302407	1	GUNTHER'S ATHLETIC SERVICE	InstMtls/CurAthlt/SJHHS	20,072.30
302408	1	LAGUNA CLIFFS MARRIOTT	Serv&Op /SupvAdmn/CVHS	3,321.12
302409	1	WAL MART L.N.	InstMtls/Instrctn/MFMS	800.00
302410	1	WAL MART L.N.	SpplsNonI/Sch Adm /MFMS	2,000.00
302411	1	WILLIAM V MACGILL & CO	SpplsNonI/Sch Adm /Wood Cyn	213.15
302412	1	AQUARIUM OF THE PACIFIC	FieldTrp/Instrctn/San Juan	720.00
302413	12	SCHOOL HEALTH CORP	SpplsNonI/Pup Serv/Dstrctwd	647.69
302414	1	CLASSROOM SUPPLY MART	SpplsNonI/Sch Adm /Castille	342.87
302415	1	SCHOOL SPECIALTY	InstMtls/SE0thIns/Dstrctwd	87.10
302416	1	PEARSON EDUCATION	K-8Textb/Instrctn/Dstrctwd	3,458.25
302417	1	ORANGE COUNTY DEPT OF EDUC	Tui:Cnty/IntrAgnc/Dstrctwd	770,600.51
302418	1	DIGITAL NETWORKS GROUP	SpplsNonI/Sch Adm /Las Palm	330.75
302419	1	MELISSA KOBA	CnsltIns/Instrctn/MFMS	2,275.00
302420	1	DIGITAL NETWORKS GROUP	Serv&Op /Instrctn/ANHS	2,612.26
302421	1	STAPLES BUSINESS ADVANTAGE	InstMtls/Instrctn/SCHS	253.22
302422	1	DIGITAL NETWORKS GROUP	Serv&Op /Instrctn/ANHS	1,448.03
302423	1	IMAGE 2000	SpplsNonI/Sch Adm /Don Juan	308.85
302424	1	PEARSON EDUCATION	K-12Text/Instrctn/BAMS	93.58
302425	1	OXFORD UNIV PRESS	K-12Text/Instrctn/SCHS	1,507.28
302426	1	B & H PHOTOGRAPHY	SpplsNonI/Sch Adm /MFMS	464.70
302427	1	CCS PRESENTATION SYSTEMS INC	InstMtls/Instrctn/Crn Vlly	848.25
302428	1	CA OFFICE SYSTEMS INC.	Rnt&Repr/Instrctn/Chaparal	337.50
302429	13	EPOS BUSINESS SOLUTIONS	CmpEquip/FoodServ/ANHS	15,672.94
302430	1	DIGITAL NETWORKS GROUP	NonCapEq/Sch Adm /Las Palm	583.70
302431	1	IMAGE 2000	SpplsNonI/Sch Adm /San Juan	1,500.00

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PO No.	Fund	Vendor	Description	Amount
302432	1	BADEN SPORTS INC	InstMtls/Instrctn/Del Obis	110.00
302433	1	GOPHER ATHLETIC	InstMtls/SE0thIns/Dstrctwd	88.48
302434	1	AUTISM INTERVENTIONS AND	NPA /NPA /Dstrctwd	288.00
302435	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/SCHS	1,344.35
302436	1	FAMILY LIFE CENTER BODEGA	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	10,214.05
302437	1	LOYER, LAW OFFICES OF KATHLEEN	Legal /SupvAdmn/Dstrctwd	10,000.00
			Serv&Op /PsychSer/Dstrctwd	1,200.00
302438	1	FARRELL, MIN KIM AND DONALD	Legal /SupvAdmn/Dstrctwd	5,000.00
			Serv&Op /SE0thIns/Dstrctwd	34,000.00
			Serv&Op /Spch Aud/Dstrctwd	22,000.00
302439	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/Moulton	500.00
302440	1	SPARKLETTS	SpIsNonI/Sch Adm /ANHS	26.73
302441	1	GREG LARSON SPORTS	InstMtls/SE0thIns/Dstrctwd	97.88
302442	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/CVHS	174.11
302443	1	MEDIEVAL TIMES	FieldTrp/Instrctn/FNMS	2,095.07
302444	1	SEA WORLD EDUCATION DEPT	FieldTrp/Instrctn/Ambuehl	16,500.00
302445	1	SCHOOL SERVICES OF CALIFORNIA	MileNonI/SupvAdmn/Dstrctwd	175.00
302446	1	BARNES & NOBLE	InstMtls/Instrctn/DJAMS	123.85
302447	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/SupvAdmn/Dstrctwd	525.00
302448	1	ORANGE COUNTY DEPT OF EDUC	CnfrNonI/SupvAdmn/Dstrctwd	1,100.00
			Conf:Ins/Instrctn/Dstrctwd	15,400.00
302449	1	BRODOFF, ALICE	Legal /SupvAdmn/Dstrctwd	20,000.00
			NPS /NPS /Dstrctwd	2,000.00
302450		VOID	VOID	0.00
302451	1	DENAULT'S #5	InstMtls/Instrctn/FNMS	500.00
302452	1	ROCHESTER 100/NICKY'S FOLDERS	InstMtls/Instrctn/Viejo	114.19
302453	1	SCHOLASTIC INC	InstMtls/Instrctn/ANHS	28.55
302454	68	STAPLES ADVANTAGE	SpIsNonI/Enterprs/Dstrctwd	572.85
302455	1	CULVER-NEWLIN INC	InstMtls/Instrctn/MFMS	2,139.58
302456	68	STAPLES ADVANTAGE	SpIsNonI/Enterprs/Dstrctwd	572.85
302457	68	STAPLES ADVANTAGE	SpIsNonI/Enterprs/Dstrctwd	572.85
302458	68	HEADSETS.COM	SpIsNonI/Enterprs/Dstrctwd	138.40
302459	68	HEADSETS.COM	SpIsNonI/Enterprs/Dstrctwd	304.39
302460	68	HEADSETS.COM	SpIsNonI/Enterprs/Dstrctwd	521.89
302461	68	HEADSETS.COM	SpIsNonI/Enterprs/Dstrctwd	268.90
302462	1	W W GRAINGER INC	SpIsNonI/Sch Adm /FNMS	214.24
302463		VOID	VOID	0.00
302464	1	MODERN SIGNS PRESS INC	InstMtls/SE0thIns/Dstrctwd	172.69
302465	1	CAMCOR INC	NonCapEq/Instrctn/SJHHS	2,794.28
302466	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/LF Elem	2,769.86
302467	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/LRMS	607.91
302468	1	CAMCOR INC	NonCapEq/Instrctn/LRMS	1,117.71
302469	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/LRMS	607.91
302470	1	CCS PRESENTATION SYSTEMS INC	InstMtls/Instrctn/VDMMS	424.13
302471	1	CAMCOR INC	InstMtls/Instrctn/DJAMS	21.73
302472		VOID	VOID	0.00
302473	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Sch Adm /Palisade	1,634.51
302474	1	PCI EDUCATIONAL PUBLISHING	InstMtls/SDCInstr/SCHS	267.44
302475	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/LRMS	800.00

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PO No.	Fund	Vendor	Description	Amount
302476	1	GOPHER ATHLETIC	InstMtls/Instrctn/VdelMarE	517.65
302477	1	GANAHL LUMBER	InstMtls/Instrctn/MFMS	500.00
302478	1	COLLEGE BOARD PUBLICATIONS	InstMtls/Instrctn/DHHS	61.38
302479	1	SCOTT FORESMAN	InstMtls/Instrctn/Wood Cyn	1,294.79
302480	1	SCHOOL SPECIALTY	InstMtls/Instrctn/Las Palm	236.41
302481	1	PEARSON SCHOOL	SpplsNonI/SupvAdmn/Dstrctwd	1,385.34
302482	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SDCInstr/Dstrctwd	88.07
302483	1	DISCOUNT OFFICE SERVICES	SpplsNonI/HlthServ/Dstrctwd	100.00
302484	1	OFFICE DEPOT	SpplsNonI/HlthServ/Dstrctwd	56.20
302485	1	DISCOUNT OFFICE SERVICES	SpplsNonI/Sch Adm /Dstrctwd	300.00
302486	1	DISCOUNT OFFICE SERVICES	InstMtls/Instrctn/Dstrctwd	500.00
302487	1	OFFICE DEPOT	SpplsNonI/Sch Adm /FrshStrt	200.00
302488	1	BEN'S MUSIC	Rnt&Repr/Instrctn/Dstrctwd	255.00
302489	1	CALIFORNIA WESTERN VISUALS	InstMtls/Instrctn/Don Juan	1,215.83
302490	1	IMAGE 2000	InstMtls/Instrctn/Palisade	355.95
302491	1	NATIONWIDE FIRE PROTECTION	Rntl:Oth/RR:Bldgs/Dstrctwd	7,000.00
302492	1	BADEN SPORTS INC	SpplsNonI/Sch Adm /Las Palm	193.29
302493	1	DELL COMPUTER	Rntl:Oth/TIS /Dstrctwd	777.04
302494	1	NETWORK HARDWARE RESALE	NonCapEq/TIS /Dstrctwd	6,942.12
302495	1	SCHOOL SPECIALTY	InstMtls/RSPInstr/Reilly	62.69
302496	1	DELL COMPUTER	NonCapEq/Instrctn/RH Dana	4,743.30
302497	1	DELL COMPUTER	NonCapEq/Instrctn/MFMS	1,180.81
302498	1	DELL COMPUTER	NonCapEq/Sch Adm /OsoGrand	2,524.76
302499	1	DELL COMPUTER	NonCapEq/Sch Adm /FNMS	1,962.60
302500		VOID	VOID	0.00
302501	1	VAVRINEK TRINE DAY & CO LLP	Serv&Op /SngleAud/Dstrctwd	80,000.00
302502	1	LUCE FORWARD HAMILTON &	Legal /FacPlann/Dstrctwd	400,000.00
302503	1	DELL COMPUTER	NonCapEq/Instrctn/Bergeson	3,927.20
302504	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	550.80
302505	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	229.50
302506	1	PEARSON EDUCATION	K-8Textb/Instrctn/Dstrctwd	1,803.35
302507	1	PEARSON EDUCATION	K-8Textb/Instrctn/Dstrctwd	230.55
302508	1	PEARSON EDUCATION	K-8Textb/Instrctn/Dstrctwd	1,442.68
302509	1	PEARSON EDUCATION	K-8Textb/Instrctn/Dstrctwd	322.77
302510	1	DELL COMPUTER	NonCapEq/Sch Adm /San Juan	981.30
302511	1	DELL COMPUTER	NonCapEq/Sch Adm /Ambuehl	1,962.60
302512	1	MCGRAW-HILL/SRA	InstMtls/Instrctn/RH Dana	489.44
302513	12	DELL COMPUTER	NonCapEq/Instrctn/Crn Vlly	981.30
302514	1	DELL COMPUTER	NonCapEq/Instrctn/SMS	9,813.00
302515	1	DELL COMPUTER	NonCapEq/Instrctn/DJAMS	6,869.10
302516	1	DELL COMPUTER	SpplsNonI/SupvAdmn/Dstrctwd	99.36
302517	1	DELL COMPUTER	InstMtls/Instrctn/LadraElm	41.28
302518	1	DELL COMPUTER	InstMtls/Instrctn/Castille	165.12
302519	1	DELL COMPUTER	InstMtls/Enterprs/DJAMS	41.28
302520	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Hiddn Hl	1,089.68
302521	1	INNOVATIVE LEARNING CONCEPTS	InstMtls/Instrctn/RH Dana	103.69
302522	1	SUPER DUPER INC.	InstMtls/SDCInstr/Dstrctwd	183.52
302523	1	SUPER DUPER INC.	InstMtls/SDCInstr/Dstrctwd	180.19
302524		VOID	VOID	0.00
302525	1	LINGUI SYSTEMS INC	InstMtls/SDCInstr/Dstrctwd	165.34

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....NOVEMBER 9, 2010

PO No.	Fund	Vendor	Description	Amount
302526	1	SUE SEXTON	InstMtls/SDCInstr/Dstrctwd	58.73
302527	12	ANCTIL, STACIE	ParntFee/Undesig /Dstrctwd	285.00
302528	1	ORANGE COUNTY DEPT OF EDUC	SpplsNonI/Prsnl:HR/Dstrctwd	42.63
302529		VOID	VOID	0.00
302530	1	INNOVATIVE LEARNING CONCEPTS	InstMtls/Instrctn/Tesoro	1,077.36
			InstMtls/SDCInstr/Tesoro	21.99
302531	1	SCHOOL SPECIALTY	InstMtls/SDCInstr/Dstrctwd	258.04
302532	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/Reilly	14,759.00
302533	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/Reilly	6,720.00
302534	1	PALI MOUNTAIN INSTITUTE	FieldTrp/Instrctn/LF Elem	30,800.00
302535	1	WAL MART L.N.	SpplsNonI/SupvAdmn/Dstrctwd	666.66
302536	1	TRAFFIC CONTROL SERVICE	NonCapEq/Pub Info/Dstrctwd	538.31
302537	1	CROSS COUNTRY EDUCATION	CnfrNonI/HlthServ/Dstrctwd	1,183.00
302538	13	A HIGHER LEVEL	Comptr /FoodServ/Dstrctwd	795.00
302539	1	SCOTT FORESMAN	K-8Textb/SDCInstr/Dstrctwd	88.63
302540	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	88.63
302541	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	88.63
302542	1	ATKINSON ANDELSON LOYA	Legal /Prsnl:HR/Dstrctwd	100,000.00
302543	1	ATKINSON ANDELSON LOYA	Legal /StaffNeg/Dstrctwd	25,000.00
302544	1	LUCE FORWARD HAMILTON &	Legal /FacPlann/Dstrctwd	10,000.00
302545	1	SUMMIT SPEECH PATHOLOGY SV INC	NPA /NPA /Dstrctwd	24,999.00
			Sub NPA /NPA /Dstrctwd	94,809.00
302546	1	CABRAL ROOFING & WATERPROOFING	Rntl:Oth/RR:Bldgs/Dstrctwd	15,000.00
302547	1	DELL COMPUTER	SpplsNonI/RR:Bldgs/Dstrctwd	1,843.20
302548	1	SEHI COMPUTER	NonCapEq/Prsnl:HR/Dstrctwd	484.40
302549	70	CARLOS GUZMAN INC	Serv&Op /Enterprs/Dstrctwd	1,217.96
302550	1	NETWORK HARDWARE RESALE	NonCapEq/TIS /Dstrctwd	10,335.13
302551	1	DELL COMPUTER	Rntl:Oth/TIS /Dstrctwd	12,672.49
302552	1	ABOVE ALL CATERING	SpplsNonI/Board /Dstrctwd	1,200.00
302553	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	128.43
302554	12	THEURER, BERNADETTE	ParntFee/Undesig /Dstrctwd	285.00
302555	12	WOOLFOLK, TARA	ParntFee/Undesig /Dstrctwd	490.00
302556	1	U C REGENTS-CPER	SpplsNonI/Prsnl:HR/Dstrctwd	53.63
302557	1	IT'S ELEMENTARY	InstMtls/Instrctn/San Juan	501.70
302558	1	HEADSETS.COM	SpplsNonI/TIS /Dstrctwd	237.00
302559	1	PEARSON ASSESSMENTS	SpplsNonI/PsychSer/Dstrctwd	1,102.29
302560	1	VOIPLINK INC.	SpplsNonI/TIS /Dstrctwd	69.43
302561		VOID	VOID	0.00
302562	1	STAPLES ADVANTAGE	InstMtls/Enterprs/DJAMS	700.96
302563	1	SCANTRON	InstMtls/Instrctn/DHHS	38.69

484 Purchase Orders \$5,514,202.29

EXHIBIT A
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Board of Trustees Warrant Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....11/09/2010

Warrant Number	Name of Payee	Reference Number	Amount
155727	ROADWAYS INTERNATIONAL INC	PO-301486	8,500.00
155728	SADDLEBACK VLY SCH DIST	CL-001440	2,655.00
155729	XEROX CORPORATION	PO-300250	4,177.44
155730	COX COMMUNICATIONS	PO-301006	14,332.02
155731	MOORE'S SEWING MACHINE	PO-300396	1,517.21
155732	MOORES MUFFLER SER, DOUG	PO-300710	3,022.76
155733	OC DIESEL	PO-301229	1,481.89
155734	ORANGE COUNTY FIRE PROTECTION	PO-300982	2,900.00
155735	ORANGE CTY HEALTH AGENCY	PO-301907	2,749.00
155736	PRECISION SPEEDOMETER SR	PO-300701	919.87
155737	PRECISION TUNE AUTO CARE	PO-301000	1,286.06
155738	RINCON TRUCK PARTS	PO-301227	717.24
155739	SAF-COM SUPPLY	PO-300283	573.59
155740	SMART & FINAL	PO-300186	257.26
		PO-300694	26.77
		PO-301942	110.62
155741	SMOG EXPRESS	PO-301102	144.40
155742	SOUTH COAST ANSWERING SERVICE	PO-300477	367.18
155743	SOUTH COAST FAMILY MEDI CENTER	PO-300003	705.00
155744	SOUTH COAST MEDICAL GROUP	PO-300677	30.00
155745	SOUTHERN CA BOILER INC	PO-300380	517.26
155746	SOUTHWEST SCHOOL SUPPLY	-	
		PO-300059	1,062.61
		PO-300102	97.97
		PO-300130	10.38
		PO-300164	2.21
		PO-300207	34.58
		PO-300208	21.33
		PO-300553	685.18
		PO-300620	73.72
		PO-300668	6.96
		PO-300669	168.78
		PO-300740	631.57
		PO-300798	992.90
		PO-300804	27.49

Board of Trustees Warrant Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....11/09/2010

Warrant Number	Name of Payee	Reference Number	Amount
155747	SOUTHWEST SCHOOL SUPPLY	-	
		PO-300807	792.31
		PO-300810	512.53
		PO-300811	63.09
		PO-300822	598.52
		PO-300950	807.57
		PO-301005	4.23
		PO-301014	295.55
		PO-301200	23.23
		PO-301370	567.91
		PO-301554	187.83
		PO-301622	70.21
155748	SOUTHWEST SCHOOL SUPPLY	PO-301622	38.08
		PO-301657	1,059.32
		PO-301658	171.15
		PO-301660	168.29
		PO-301717	1,482.46
		PO-301740	52.59
155749	SPORTS FACILITIES GROUP INC	PO-300379	923.25
155750	STAPLES ADVANTAGE	-	
		PO-300158	1,414.89
		PO-300267	67.50
		PO-300548	12.99
		PO-300557	460.67
		PO-300558	143.57
		PO-300562	237.05
		PO-300619	254.50
		PO-300621	78.58
		PO-300663	277.48
		PO-300718	105.50
		PO-300720	460.27
		PO-300735	445.33
		PO-300793	582.04
155751	STAPLES ADVANTAGE	PO-300793	273.87
		PO-300806	145.81
		PO-301184	1,149.09
		PO-301553	1,741.11
		PO-301557	347.05
155752	STAPLES BUSINESS ADVANTAGE	PO-300212	20.55
		PV-010768	5.44
155753	TIFCO INDUSTRIES	PO-301221	4,212.99
155754	TOXGUARD FLUID TECHNOLOGIES	PO-301100	434.53
155755	TRAFFIC CONTROL SERVICE	PO-300489	1,260.36
		PO-301037	142.24

Board of Trustees Warrant Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....11/09/2010

Warrant Number	Name of Payee	Reference Number	Amount
155756	TRIPLE "A" COMM & PUMPING	PO-300241	5,000.00
		PO-301785	885.00
155757	TRUCPAR CO	PO-301225	132.11
155758	TUTTLE-CLICK FORD	PO-301224	3,439.39
155759	TWO WAY DIRECT	PO-301784	232.72
155760	UNIQUE SWEEPING	PO-301108	252.00
155761	UNITED TRANSMISSION EXCHANGE	PO-301223	1,843.31
155762	WARDS NATURAL SCIENCE	PO-301160	316.09
155763	WE DO GRAPHICS	PO-301799	527.44
155764	WEEKLY READER	PO-300873	155.76
155765	WESTERN GRAPHIX	PO-300494	719.75
155766	WOODWIND & BRASSWIND	PO-295643	146.13
155767	XPEDX	CL-001220	98.89
155768	XPEDX - LOS ANGELES PRINTING	PO-301653	23,339.10
155769	ORANGE COUNTY REGISTER	PO-301985	838.16
155770	ORANGE COUNTY REGISTER	PO-301819	912.00
155771	STAPLES ADVANTAGE	PO-300561	412.17
		PO-301187	300.27
155772	STAPLES ADVANTAGE	PO-301185	24.94
155773	GONZALEZ, DOLORES	PV-010761	21.00
155774	HATCH, CHRISTIE	PV-010760	257.94
155775	HAWKINS, TRACY D.	PV-010764	240.00
155776	MIGGE, CHRISTINA	PV-010763	867.52
155777	PHELPS, SUSAN	PV-010762	240.00
155778	WYNNE, LAUREN	PV-010759	203.25
155779	BLACK AND GOLD CROSS COUNTRY	PV-010766	3,840.00
155780	A Z BUS SALES INC	PO-300963	1,958.67
155781	ABSOLUTE COMMUNICATIONS INC	PO-300366	1,000.00
155782	ADVANTAGE RADIATOR	PO-300713	356.65
155783	AIR CONDITIONING CONTROL SYS	PO-300090	433.33
155784	AMERICAN INDUSTRIAL SUPPLY	PO-300372	337.04
155785	APPERSON	PO-300603	1,076.67
155786	ARAMARK UNIFORM SERVICE	PO-300961	1,166.12
155787	BOYCE INDUSTRIES	PO-300341	345.15
155788	CAL-STATE AUTO PARTS INC	PO-300965	716.22
155789	CAMCOR INC	PO-301690	227.14
155790	CAPISTRANO GOLF CARS	PO-300407	3,150.40
155791	CDWG Inc	CL-000042	292.52
155792	DALTON TRUCKING	PO-301971	172.34
155793	DAY LITE MAINTENANCE	PO-300391	3,936.16
155794	DICK BLICK WEST	PO-301684	491.53
155795	DOHENY BUILDERS SUPPLY	PO-300443	226.20
155796	DUNN-EDWARDS CORP	PO-300330	1,488.59
155797	EBERHARD EQUIPMENT	PO-300444	4,500.00
		PO-301299	247.28

Board of Trustees Warrant Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....11/09/2010

Warrant Number	Name of Payee	Reference Number	Amount
155798	ECOLOGY TIRE	PO-300709	206.25
155799	ECS IMAGING INC	PO-301148	2,135.33
155800	EDLINE	PO-301906	3,468.00
155801	EMC PARADIGM PUBLISHING	PO-301698	2,008.18
155802	ENABLING DEVICES	PO-300762	211.90
155803	FACTORY MOTOR PARTS	PO-300969	279.98
155804	FLEET SERVICE SPECIALIST LLC	PO-300972	6,041.15
155805	FLINN SCIENTIFIC INC	PO-301505	368.16
155806	FRICTION MATERIALS CO.	PO-300971	50.00
155807	GANAHL LUMBER	PO-300315	3,502.05
155808	GENERATOR SERVICES CO INC	PO-300592	7,970.46
155809	GOLDEN RULE BINDERY	PO-300894	647.38
155810	HIRSCH PIPE & SUPPLY	PO-300303	1,967.78
		PO-300447	1,305.35
155811	HOTMATH INC	PO-301668	225.00
155812	HYDRO-SCAPE PRODUCTS INC	PO-300448	1,372.63
155813	INTERSTATE BATTERIES	PO-300975	717.41
155814	JOHN DEERE LANDSCAPES	PO-300451	6,171.01
155815	JOHNSTONE SUPPLY	PO-300294	16,439.07
155816	KELLY PAPER COMPANY	PO-300246	3,639.95
155817	LAWNMOWERS ETC	PO-300452	2,830.64
155818	ARROWHEAD WATER	PO-301541	33.92
		PO-301542	10.86
155819	DISCOUNT OFFICE SERVICES	PO-300951	543.73
		PO-301643	73.13
155820	HANDWRITING W/O TEARS	PO-301321	24.98
155821	LAKESHORE LEARNING MATLS	PO-301675	308.14
155822	IRON MOUNTAIN	PO-300161	132.31
155823	SAN DIEGO GAS & ELECTRIC	PO-300464	6,670.39
155824	SANTA MARGARITA WATER	PO-300463	5,159.35
155825	CORVEL CORPORATION	PO-300682	136,718.96
155826	TRAVIS SOFTWARE	PO-302034	915.00
155827	CARLOS GUZMAN INC	PO-302035	1,500.00
155828	BREAKTHROUGH COACH	PO-301729	525.00
155829	DELL MARKETING L P	PO-301572	966.96
155830	DEMPSEY, MITCHELL	CL-000263	350.00
155831	DEVEREUX TEXAS TREATMENT	PO-301958	560.74
155832	JANNEY, MICHAEL & VANESSA	PO-301980	360.00
155833	KIM AND/OR, CHANDRA	PO-301956	339.40
155834	OLIVA, ANGELICA	PO-301957	578.15
155835	MAGNET STREET	PO-301033	725.02
155836	MOBILE FLEET WASH	PO-300976	858.00

EXHIBIT B
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Board of Trustees Warrant Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....11/09/2010

Warrant Number	Name of Payee	Reference Number	Amount
155837	OFFICE DEPOT	PO-300868	454.28
		PO-301642	95.13
		PO-301747	600.30
		PO-301807	74.60
		PO-301824	3,080.46
155838	ORANGE CTY HEALTH AGENCY	PO-301534	884.00
		PV-010805	163.60
155839	ORANGE CTY TANK TESTING	PO-300993	1,500.00
155840	OVER NIGHT NUMBERING	PO-300263	75.00
155841	PARKHOUSE TIRE INC.	PO-300988	1,442.58
155842	PICK UP STIX	PO-300521	63.03
155843	SIMPLEX GRINNELL LP	PO-301241	4,080.70
155844	SMART & FINAL	PO-300186	64.36
		PO-300996	11.18
		PO-301942	63.41
155845	SMART & FINAL	PO-300788	50.95
155846	SOUTHWEST SCHOOL SUPPLY	-	
		CM-010024	35.08-
		PO-300054	559.90
		PO-300059	719.66
		PO-300103	6.44
		PO-300129	597.83
		PO-300130	80.23
		PO-300207	349.51
155847	SOUTHWEST SCHOOL SUPPLY	-	
		PO-300207	313.04
		PO-300208	2.67
		PO-300553	886.29
		PO-300620	750.54
		PO-300664	99.31
		PO-300665	223.99
		PO-300669	256.76
		PO-300740	823.95
		PO-300747	128.94
155848	SOUTHWEST SCHOOL SUPPLY	-	
		PO-300747	91.27
		PO-300748	5,479.30
		PO-300798	16.53
		PO-300804	23.90-
		PO-300809	22.12

Board of Trustees Warrant Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....11/09/2010

Warrant Number	Name of Payee	Reference Number	Amount
155849	SOUTHWEST SCHOOL SUPPLY	-	
		PO-300809	195.47
		PO-300811	519.58
		PO-300812	282.06
		PO-300822	755.11
		PO-300950	157.68
		PO-301238	3.81
		PO-301246	4.56
		PO-301370	191.44
		PO-301399	16.17
		PO-301586	159.78
		PO-301622	19.69
		PO-301658	117.53
155850	SOUTHWEST SCHOOL SUPPLY	PO-301658	215.62
		PO-301660	446.24
		PO-301688	1,982.14
		PO-301717	67.59
		PO-301802	275.79
		PO-301804	596.28
155851	SPARKLETTS	PO-300187	6.02
		PO-300189	14.22
		PO-300687	11.90
		PO-300989	10.17
		PO-301549	22.34
		PO-301727	37.62
		PO-302005	28.88
155852	SPICERS PAPER CO	PO-300247	1,394.47
155853	STERICYCLE INC	PO-300734	139.94
155854	UNITED PARCEL SERV	PO-300244	4,800.00
155855	WAL MART COMMUNITY	PO-301001	220.14
		PO-301002	29.06
155856	WOODWIND & BRASSWIND	CL-001549	21.70
		PO-295643	81.12
155857	OFFICE DEPOT	PO-300058	140.23
155858	SMART & FINAL	PO-300191	394.12
155859	SPARKLETTS	PO-300190	49.05
		PO-301543	2.01
		PO-301544	6.00
		PO-301545	8.18
		PO-301546	20.28
		PO-301547	2.01
		PO-301548	4.02
155860	WAL MART COMMUNITY	PO-301523	311.65
		PO-301526	74.42
		PO-301528	160.16

EXHIBIT B
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Board of Trustees Warrant Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....11/09/2010

Warrant Number	Name of Payee	Reference Number	Amount
155861	WAL MART COMMUNITY	PO-300789	482.51
		PO-301722	104.02
155862	CINTAS	PO-300681	94.60
155863	CINTAS CORP	PO-300320	3,344.95
		PO-301205	246.32
155864	CINTAS FIRST AID & SAFETY	PO-300321	199.73
155865	CITY OF SAN JUAN CAPISTRANO	PO-301818	28,832.72
155866	CONSOLIDATED ELECT DISTR	PO-300319	3,968.39
155867	DANBRU WIRE & CABLE INC	PO-301694	76.12
155868	DEPT IND RELATION/SAFETY	PO-300329	225.00
155869	ENTERPRISE FLEET SERVICES	PO-300968	1,184.66
155870	FOLLETT SOFTWARE CO	PO-300606	38,818.95
155871	IMAGE 2000	PO-300304	693.56
		PO-301803	572.67
155872	JONES-CAMPBELL CO	PO-300445	9,803.75
155873	MCMAHAN DESK INC	PO-300765	13,101.11
155874	PITNEY BOWES	PO-300254	508.00
155875	PRUDENTIAL OVERALL SUP	PO-300256	142.95
155876	THYSSENKRUPP ELEVATOR CORP	PO-300378	662.50
155877	TROXELL COMM INC	PO-300666	11.93
155878	UNITED RENTALS	PO-300491	1,981.61
155879	HANDWRITING W/O TEARS	PO-301314	5,867.07
155880	MOBILE MODULAR	PO-300278	610.00
155881	BROWN, MARK	PV-010774	45.50
155882	BRUNSON JR., LARRY W.	PV-010776	54.00
155883	EFFENBERGER, PATRICIA	PV-010777	126.00
155884	ELLISON, BRETT	PV-010778	23.50
155885	FLUENT, TERRY	PV-010779	51.00
155886	HATCH, CHRISTIE	PV-010780	34.50
155887	HIRCHAG, REBECCA S	PV-010781	35.00
155888	KENNEY, VALERIE	PV-010775	66.00
155889	MCKEON, MARGIE (GAIL)	PV-010773	288.00
155890	MENDEL, LINDA	PV-010783	162.50
155891	NESTOR, GREGORY	PV-010771	97.00
155892	PRIMICIAS, MELISSA	PV-010784	142.00
155893	PULIDO, DEBBIE	PV-010785	44.00
155894	RIEGERT, KAREN	PV-010786	118.00
155895	SHAH, RANA	PV-010787	9.00
155896	WAGNER, MARK	PV-010772	142.10
155897	WALTERS, ELAINE	PV-010788	32.00
155898	WYNNE, LAUREN	PV-010789	79.00
155899	EDEN, CRIS	PV-010792	8.00
155900	PEREZ, VIRGINIA	PV-010790	35.00
155901	BROCKMAN, CARY	PV-010791	105.00
155902	KRAUSE, MATTHEW	PV-010782	146.00

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Warrant Number	Name of Payee	Reference Number	Amount
155903	ALABRAN, EDWARD	PV-010806	24.00
155904	ANDERSEN, Y.	PV-010810	10.00
155905	ATASSI, ZAINE	PV-010811	73.00
155906	BARROM, BRANDEN	PV-010812	74.00
155907	BHAUMIK, ISHITA	PV-010819	20.00
155908	BOSTON, ANITA	PV-010813	10.00
155909	BRADBURY, REBECCA	PV-010814	62.43
155910	BRITT, JAMES	PV-010815	10.00
155911	BROWN, KIMBERLY	PV-010816	10.00
155912	BURCHILL, GILLIAN	PV-010820	466.00
155913	BUXTON, DANA	PV-010821	55.79
155914	CHASMAN, MATTHEW	PV-010823	70.00
155915	CICHOWSKI, RYAN	PV-010824	10.00
155916	CLARK, JESSICA	PV-010825	81.00
155917	COLEY, AUBRIE	PV-010826	67.00
155918	DAVARNIA, SOHRAB	PV-010827	5.00
155919	DELANEY, IAN JAMES	PV-010828	77.00
155920	DELOACH, EVAN	PV-010829	71.00
155921	DENTON, LARA	PV-010830	5.00
155922	FARLEY, JOSEPH M	PV-010940	15.21
155923	FELDT, HOLLY	PV-010831	217.46
155924	FLETCHER, C.A.	PV-010832	70.00
155925	FOTHERINGHAM, KYLE	PV-010833	74.00
155926	FUHRMANN, KELSEY	PV-010834	40.00
155927	GELLER, MEGAN	PV-010835	5.00
155928	GODINEZ, VERONICA	PV-010836	20.00
155929	GORDON, SHAWN	PV-010837	8.00
155930	GUTIERREZ, CARLA	PV-010838	10.00
155931	HALTERMAN, ROGER	PV-010840	20.00
155932	HANNEMANN, BRETT	PV-010842	10.00
155933	HARNED, DAVID	PV-010843	72.00
155934	HARNEY, BARBARA	PV-010844	20.00
155935	HARWOOD, LAUREN	PV-010845	10.00
155936	HERRERA, NATALY	PV-010846	8.00
155937	HURLBET, JENNIFER	PV-010848	24.00
155938	JAKOBSEN, DEANNE	PV-010849	45.00
155939	JOHNSON, JAID	PV-010850	10.00
155940	JOHNSON, MARY	PV-010851	70.00
155941	JUAREZ, JULIE	PV-010852	45.00
155982	KASSIR, KELLY	PV-010853	9.00
155983	KEARNEY, CARRIE	PV-010854	67.00
155984	KELSO, CHRISTA	PV-010855	21.00
155985	KHALAF, REEM	PV-010856	5.44
155986	KREH, LINDA	PV-010857	5.00
155987	LANDOFF, RIKKI	PV-010858	58.00

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Warrant Number	Name of Payee	Reference Number	Amount
155988	LANNING, EVAN	PV-010859	10.00
155989	LAVERING, STEVE	PV-010860	20.00
155990	LAWTON, KERRY	PV-010861	77.00
155991	LEWIS, GORDON	PV-010862	73.00
155992	LO, ANITA	PV-010863	10.00
155993	MACKENSEN, SIDNEY	PV-010864	70.00
155994	MARTIN, GABRIELLE	PV-010865	10.00
155995	MASTERS, MORGAN	PV-010866	358.00
155996	MATRANGA, MELINDA	PV-010867	58.00
155997	MCCALLEN, MEGAN	PV-010868	77.00
155998	MCCLORY, SHAYE	PV-010869	5.00
155999	MCCORMICK, LENORE	PV-010870	32.57
156000	MCMILLEN, ALAN	PV-010871	8.00
156001	MCNAUGHTON, STAN	PV-010872	58.00
156002	MEHRINFAR, AMIR	PV-010873	71.00
156003	MENEZES, KARINA	PV-010874	71.00
156004	MERRILL, DEBBIE	PV-010875	10.00
156005	MIKESELL, CHELSEA	PV-010876	71.00
156006	MIRANDA, MELISSA	PV-010877	94.00
156007	MOCKLIN, TYLER	PV-010878	5.00
156008	MOINI, GOLNAZ	PV-010879	101.00
156009	MUTH, ANNALIESE	PV-010880	10.00
156010	NARDULLI, NICHOLAS	PV-010881	67.00
156011	NEMETH, NANCY L	PV-010882	20.00
156012	NONACA, VICTORIA	PV-010883	48.00
156013	NOURI, FIROUZEH	PV-010884	67.00
156014	PITU, NATALIE	PV-010885	67.00
156015	RAMOS, ALFREDO	PV-010886	10.00
156016	REED, MCKENNA	PV-010887	70.00
156017	REYES, SARAH	PV-010888	55.00
156018	RODGERS, BEAU	PV-010889	5.00
156019	RUNGE, MARISSA	PV-010890	77.00
156020	SALINAS, ERNESTINA	PV-010891	10.00
156021	SEIGER, JORDAN	PV-010892	1.00
156022	SILVER, BONNIE	PV-010893	10.00
156023	SKAKUN, MATTHEW	PV-010894	6.00
156024	SMITH, DORTHE	PV-010895	94.00
156025	SMITH, THERESA	PV-010896	5.00
156026	STEIDLE, GWYNNE	PV-010897	1,079.37
156027	THOMAS, LAUREN	PV-010898	5.00
156028	THOMSEN, MONICA	PV-010899	8.00
156029	TULLY, NATHAN	PV-010900	20.00
156030	VAN DEUSEN, MICHAEL	PV-010901	466.00
156031	VOGELER, PAUL	PV-010902	41.00
156032	WALL, ROBERT	PV-010903	48.00

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Warrant Number	Name of Payee	Reference Number	Amount
156033	WEST, DEBORAH	PV-010905	10.00
156034	WHITCHER-JONES, NANCY JEANNE	PV-010904	60.00
156035	YOCOM, MYRA	PV-010906	71.00
156036	CAMPBELL, KIM	PV-010822	382.00
156037	GUTRIDGE, MEGAN	PV-010839	173.00
156038	HAN, ANN	PV-010841	200.00
156039	HOLDNER, JESSICA	PV-010847	285.00
156040	ABRAMS, JUNE	PV-010818	10.00
156041	AUTISM SPECTRUM THERAPIES	PO-301338	1,876.25
156042	CROSBY, SCOTT AND KARISSA	CL-000792	500.00
		CL-000793	5,000.00
156043	DEVEREUX FOUNDATION	PO-302086	1,394.00
		PO-302087	1,394.00
		PO-302088	1,394.00
156044	EDUCATIONAL BASED SERVICES	PO-301601	4,469.63
156045	ERIC BROUGHAM AND/OR	PO-300419	104.47
156046	FOREST LANES BOWL CNTR	PO-301003	129.00
		PV-010808	765.00
156047	MCCORMACK, MARC AND/OR KRISTA	PO-301485	693.00
156048	O'CONNOR, BRENDAN & JACQUELINE	CL-000319	250.00
156049	ORANGE COUNTY THERAPY SERVICE	PO-301887	7,920.00
156050	ORANGE CTY TESTING SERV	PO-300889	97.00
156051	PATTERSON, PAMELA	PO-301634	2,000.00
156052	ROZENBERG, ABBY	PO-301129	1,875.00
156053	SANDOR, LASZLO/COURTENAY	CL-000804	258.30
156054	SPEECH & LANGUAGE DEVEL	PO-301364	5,210.25
		PO-301365	3,639.42
		PO-301369	4,965.75
156055	SPEECH PATHOLOGY ASSOCIATES	PO-300862	1,080.00
156056	ZAMBRANA, GUSTAVO AND CAROL	PO-301334	1,480.00
156057	CAPISTRANO CONNECTIONS ACADEMY	CL-001668	5,119.00
		PO-301919	11,675.00
156058	DANBRU WIRE & CABLE INC	PO-300327	1,412.63
156059	DEPT IND RELATION/SAFETY	PO-300329	450.00
156060	FIRE SAFETY FIRST	PO-300576	7,965.00
		PO-300601	6,630.00
156061	HAIKU LEARNING SYSTEMS INC	PO-300517	2,250.00
156062	IPC USA	PO-301228	21,308.48
156063	NMG GEOTECHNICAL INC	PO-295507	4,905.00
156064	ORANGE CTY HEALTH AGENCY	PO-301626	33.00
156065	PACIFIC MOBILE HOME CONS	PO-300385	4,876.47
156066	PACIFIC PLUMBING COMPANY OF	PO-300383	3,750.00
156067	TANDUS FLOORING INC.	PO-300485	10,997.94
156068	THYSSENKRUPP ELEVATOR CORP	PO-300378	1,826.50

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Warrant Number	Name of Payee	Reference Number	Amount
156069	W W GRAINGER INC	PO-300472	12,580.50
		PO-300600	2,496.01
156070	WATERLINES TECHNOLOGIES INC	PO-300507	5,811.43
156071	WAXIE	PO-300152	1,854.19
		PO-301196	4,453.97
156072	CAPISTRANO CONNECTIONS ACADEMY	PV-010919	122,027.95
156073	OPPORTUNITY FOR LEARNING	PV-010920	14,258.95
156074	WAXIE	PO-301375	632.82
156075	BENS ASPHALT	PO-301489	5,156.75
		PO-301597	26,848.95
156076	MTGL	PO-301454	3,045.00
156077	PJHM ARCHITECTS SOUTHWEST INC	PO-295028	691.50
156078	TANDUS FLOORING INC.	PO-300345	10,330.18
		PO-301378	3,787.14
156079	COMMERCIAL FENCE & IRON WORKS	PO-301625	2,850.00
156080	BROWN, CYNTHIA	PV-010955	35.00
156081	ERICKSON, DANA	PV-010957	24.30
156082	WILD RIVERS	PV-010958	4,175.00
156083	AT&T	PO-300468	20.76
156084	OFFICE DEPOT	PO-300717	639.56
156085	ORANGE COUNTY REGISTER	PO-300698	594.72
156086	ORANGE CTY HEALTH AGENCY	PO-301626	407.80
156087	PERFECT SEAL LABORATORIES	PO-302119	52.80
156088	PRINT FINISH SOLUTIONS	PO-300265	1,027.21
156089	SO COAST DISTRIBUTING CO	PO-300399	383.13
156090	SPARKLETTS	PO-300189	18.17
156091	VERIZON WIRELESS	PO-300960	259.25
156092	WESTERN GRAPHIX	PO-300494	360.88
156093	OFFICE DEPOT	PO-300048	4,562.80
156094	SMART & FINAL	PO-300191	109.53
156095	SPARKLETTS	PO-301544	6.00
		PO-301545	12.02
		PO-301546	2.02
156096	SANDOR, COURTENAY AND LASZLO	PO-301880	12,366.00
156097	ACTION LEARNING SYSTEMS INC	CL-000982	6,916.00
156098	BODO, JOHN & TERA	PV-010923	250.92
156099	BRESSLER, ERIC & KATHY	PV-010924	286.28
156100	CAMPCO	PO-301492	9,100.00
156101	CAPPO SAN DIEGO	PV-010947	50.00
156102	CASBO	PO-302011	475.00
156103	DALLATORRE, KARLA	PV-010938	59.00
156104	DAVENPORT, DAVID	PV-010939	400.00
156105	DICK, CRAIG OR BILLIE	PV-010925	19.20
156106	ESPEJEL, LUIS	PV-010926	70.44
156107	FAZELI, FARIBORZ & SURUR	PV-010927	153.12

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Warrant Number	Name of Payee	Reference Number	Amount
156108	GIDEONS, CHRIS OR VALLI	PV-010928	377.92
156109	GORDON, DEBRA L	PV-010929	60.72
156110	INTERNATIONAL BACCALAUREATE	PV-010954	675.00
156111	JACKSON, BEN & JENNIFER	PV-010930	196.16
156112	JAMES, JUSTIN & ARLEN	PV-010931	72.42
156113	LEE, THOMAS AND/OR DESPINA	PV-010932	285.60
156114	LIDDLE, DREW & LESLIE	PV-010933	112.95
156115	MC EACHRAN, KYLE OR MELISSA	PV-010934	279.90
156116	OCDE	PO-300695	400.00
156117	ORANGE COUNTY DEPT OF EDUCATIO	PO-301519	400.00
156118	ROTH, JAY &/OR KERI	PV-010935	237.44
156119	SADEK, SCOTT & MARY	PV-010922	36.12
156120	SAN BERNARDINO CNTY SUPER SCHL	PO-302054	100.00
156121	STEBENNE, STUART/LISA	PV-010936	130.60
156122	CAMPCO	PV-010948	937.13
156123	SOCCER VISION	PV-010952	4,048.00
156124	WELTNER, JOSEPH	PV-010950	300.00
156125	CITY OF SAN JUAN CAPISTRANO	PO-300467	5,625.62
156126	MOULTON NIGUEL WATER	PO-300465	3,686.10
156127	SAN DIEGO GAS & ELECTRIC	PO-300464	38,404.21
156128	SANTA MARGARITA WATER	PO-300463	13,803.29
156129	SO CAL GAS CO	PO-300274	3,490.91
156130	SO COAST WATER DIST	PO-300462	5,900.54
156131	SOUTHERN CALIFORNIA EDISON	PO-301282	5,673.63
156132	SPARKLETTS	PO-301549	17.40
156133	BERGMAN & DACEY INC	PO-293892	1,203.55
156134	CULVER-NEWLIN INC	PO-301711	3,044.39
156135	CAPISTRANO UNIFIED SCHOOL DIST	PO-300172	74,216.20
156136	METROPOLITAN EMPLOYEES	PO-300163	3,472,210.60
		PO-300171	21,792.00
156137	VISION SERVICE PLAN	PO-300168	74,948.36
156138	A Z BUS SALES INC	PO-300963	655.12
156139	ABSOLUTE COMMUNICATIONS INC	PO-301865	2,446.88
156140	ADVANTAGE RADIATOR	PO-300713	568.75
156141	ALLIANCE PUBLISHING	PO-300780	1,580.03
156142	AMERICAN TECHNOLOGIES	PO-295552	9,925.53
156143	ANAHEIM BAND INSTRUMENTS	PO-301327	711.06
156144	ARAMARK UNIFORM SERVICE	PO-300961	403.24
156145	ATG - DESIGNING MOBILITY INC	PO-300840	2,896.06
156146	B & H PHOTOGRAPHY	PO-300099	2,657.22
		PO-301620	2,846.57
156147	BADEN SPORTS INC	PO-300777	113.38
		PO-300778	104.00
156148	BAILEY MANUFACTURING	PO-301773	373.62
156149	BARRETT-ROBINSON INC	PO-301779	1,017.45

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Warrant Number	Name of Payee	Reference Number	Amount
156150	BAVCO	PO-301745	3,576.84
156151	BEN'S MUSIC	PO-300662	300.00
156152	BERTRANDS HORN IMPROVEMENT	PO-302098	795.65
156153	BETTER BUSINESS RECORDS	PO-300337	156.64
156154	CAL-STATE AUTO PARTS INC	PO-300965	293.64
156155	CALIFORNIA WESTERN VISUALS	PO-300865	3,616.90
		PO-301750	607.91
156156	CAPISTRANO GOLF CARS	PO-300407	717.43
156157	CAROLINA BIOLOGICAL SUPPLY CO	PO-301167	1,311.77
156158	CMS COMMUNICATIONS INC	PO-301696	1,584.69
156159	COMMUNICATIONS USA	PO-301854	488.35
156160	COOLE SCHOOL	PO-300997	4,368.75
156161	CREATIVE IMAGES	CL-001349	236.00
156162	DE BELLIS, MIKE	PO-300617	1,320.00
156163	DISCOUNT OFFICE SERVICES	PO-301235	121.75
		PO-302094	5.09
156164	DISCOUNT SCHOOL SUPPLY	PO-301588	278.64
156165	DUNN-EDWARDS CORP	PO-300330	581.73
156166	EAGLE	PO-301809	1,154.94
156167	ELAN PUBLISHING CO INC	PO-301810	2,890.00
156168	EMPOWER	PO-300266	140.00
156169	EPOLY STAR	PO-300140	2,283.75
		PO-300141	3,197.25
156170	EVERYTHING MEDICAL	PO-301823	615.58
156171	FLEET SERVICE SPECIALIST LLC	PO-300972	1,699.84
156172	FOLLETT EDUCATIONAL SVC	PO-301071	45.84
156173	FOLLETT LIBRARY RESOURCES	PO-301465	248.36
		PO-301466	308.87
		PO-301881	239.95
156174	FREEWAY AUTO SUPPLY & MACHINE	PO-302059	1,108.42
156175	FRICTION MATERIALS CO.	PO-300971	1,668.82
156176	FULL COMPASS SYSTEMS LTD	PO-301591	1,260.88
156177	G PATINO SCREEN & PRINT &	PO-301791	1,509.14
156178	GLEN PRODUCTS	PO-300312	296.36
156179	GLENCOE A DIV OF	PO-301121	2,948.91
156180	GOPHER ATHLETIC/SPORTS	PO-300945	312.14
156181	GUNTHER'S ATHLETIC SERV	PO-301379	8,455.61
156182	HORN IMPROVEMENT	PO-300604	1,522.73
156183	CAPISTRANO CONNECTIONS ACADEMY	CM-010025	572.03-
		PV-010959	75,898.56
156184	OPPORTUNITY FOR LEARNING	CM-010026	123.29-
		PV-010960	11,085.54
156185	THE CAPISTRANO DISPATCH	PO-301878	639.00
156186	AMG COMPANY	PV-010961	3,397.68
156187	MAGNET STREET	PO-300985	295.00

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Warrant Number	Name of Payee	Reference Number	Amount
156188	MAXI AIDS	PO-300228	25.45
156189	MAYER-JOHNSON CO	PO-300774	245.00
156190	MCGRAW-HILL	PO-301072	461.73
		PO-301263	580.18
		PO-301264	393.71
156191	MCGRAW-HILL COMPANIES	PO-301394	9,155.80
		PO-301618	164.43
156192	MIND RESEARCH INSTITUTE	PO-300000	3,325.00
		PO-301402	7,700.00
156193	MISSION VIEJO GLASS	PO-300290	675.00
156194	MNJ TECHNOLOGIES DIRECT INC	PO-301116	329.34
156195	MOORES MUFFLER SER, DOUG	PO-300710	240.90
156196	MOREY'S MUSIC	PO-300611	328.11
156197	MORNING GLORY PRESS	PO-301795	234.36
156198	MPS	PO-300815	7,503.75
		PO-300940	8,691.55
156199	MR CLEAN MAINTENANCE SYSTEMS	PO-301538	8,462.48
		PO-301565	8,371.24
		PO-301617	9,864.65
156200	MUNICIPAL UNDERGROUND SERVICES	PO-300388	175.00
156201	NASCO WEST	PO-301044	65.59
		PO-301045	383.63
		PO-301772	1,541.21
		PV-010967	36.28
		PV-010968	195.10
156202	NATIONAL GEOGRAPHIC SCHOOL PUB	PO-301686	3,254.21
156203	NATIONWIDE FIRE PROTECTION	PO-300705	2,503.81
		PO-302126	3,724.64
156204	NCTM	PO-301792	208.00
156205	OCDE/MEDIA SERVICES	PO-300890	283.50
156206	ORIENTAL TRADING CO	PO-300874	34.96
		PO-301589	102.70
		PO-301896	124.98
156207	RIVIERA FINANCE OF TEXAS INC	PO-301890	3,218.71
156208	SPARKLETTS	PO-302133	53.27
156209	UNITED PARCEL SERV	PO-300244	4,800.00
156210	NEAT SOLUTIONS	PO-301744	7,508.57
156211	OFFICE DEPOT	PO-300048	163.21
156212	US BANK CORP PAYMENT SYSTEM	PV-010962	32.63
		PV-010963	869.00
		PV-010964	511.72
		PV-010965	13,203.44
156213	US BANK CORP PAYMENT SYSTEM	PV-010963	941.35
		PV-010964	73.34
156214	CAPISTRANO UNIFIED SCHOOL DIST	PO-300172	58,496.85

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Warrant Number	Name of Payee	Reference Number	Amount
156215	RELIANCE STANDARD LIFE INS CO	PO-300169	27,744.75
156216	CORVEL CORPORATION	PO-300174	11,013.73
156217	CAL WEEKLY EXPLORER INC	PO-300851	950.00
156218	GOLD COAST HOT DOGGER TOURS	PO-302107	1,339.00
156219	IMAGINATION MACHINE, THE	PV-010969	1,660.00
156220	XEROX CORPORATION	PO-300249	16,776.78
		PV-010966	35.67
156221	PC MALL GOV	PO-301397	297.94
156222	PEARSON EDUCATION	PO-300907	451.94
		PO-300908	2,702.26
		PO-300928	7,617.60
		PO-301085	6,326.42
156223	PERMA-BOUND	PO-300819	35,848.78
		PO-301267	1,000.04
156224	PIONEER STATIONERS INC	PO-301822	918.11
156225	PLAYPOWER LT FARMINGTON	PO-300597	3,454.64
156226	PRAXAIR	PO-300702	23.35
		PO-301487	35.32
156227	PREMIER SCHOOL AGENDAS	PO-300948	2,197.85
		PO-300949	894.45
156228	PRO-ED	PO-300011	204.60
		PO-300573	74.80
156229	SACRAMENTO COUNTY OFFICE OF ED	PO-302129	110.54
156230	SO COAST AIR QULTY MGMT	PO-301218	695.42
156231	SPORTS FACILITIES GROUP INC	PO-300379	1,028.00
156232	VISTA PAINT CORP	PO-300497	764.61
156233	SMART & FINAL	PO-300999	115.78
156234	STATE BD EQUALIZATION	PV-010977	1,850.00
156235	PAUL C MILLER CONSTRUCTION CO	PO-295506	302,171.94
156236	CAPISTRANO CONNECTIONS ACADEMY	PO-300738	552,521.00
156237	CITY OF MISSION VIEJO	PO-302123	15,616.89
156238	COLBI TECHNOLOGIES INC	PO-302131	9,500.00
		PO-302132	37,625.00
156239	COUNTY OF ORANGE HEALTH CARE	PO-302058	1,107.00
156240	GILBERT & STEARNS INC	PO-301232	121.80
156241	IPC USA	PO-301228	42,265.54
156242	JOURNEY CHARTER SCHOOL	PO-300743	89,239.00
156243	LARMAC	PO-302122	17,400.00
156244	OPPORTUNITY FOR LEARNING	PO-300739	44,046.00
156245	WATERLINES TECHNOLOGIES INC	PO-300507	3,109.74
156246	CAPISTRANO CONNECTIONS ACADEMY	PV-010986	187.36
156247	OPPORTUNITY FOR LEARNING	PV-010987	16.96
156248	BENS ASPHALT	PO-301982	4,323.00
156249	NELSON, LARRY	PO-295656	5,760.00
156250	ACETEC SECURITY SYSTEMS	PO-300358	5,844.00

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Warrant Number	Name of Payee	Reference Number	Amount
156251	ADVANTAGE IMAGING SUPPLY	PO-300211	286.52
156252	CINTAS CORP	PO-300320	546.18
		PO-301205	184.74
156253	CINTAS FIRST AID & SAFETY	PO-300321	134.60
156254	CONSOLIDATED ELECT DISTR	PO-300319	5,750.80
156255	DEPT IND RELATION/SAFETY	PO-300329	225.00
156256	EXECUTIVE ENVIRONMENTAL SVCS	PO-301748	1,164.17
156257	IMAGE 2000	PO-300057	1,815.45
		PO-300304	535.82
156258	MCMAHAN DESK INC	PO-300767	3,595.71
		PO-301113	2,298.54
		PO-301680	1,342.76
156259	STAPLES ADVANTAGE	PO-300663	164.86
		PO-301557	217.19
		PO-302056	415.12
156260	TROXELL COMM INC	PO-300056	295.56
		PO-300550	2,171.30
		PO-301551	326.32
156261	WAXIE	PO-301197	42.41
156262	ARROWHEAD WATER	PO-301541	60.85
		PO-301542	59.32
156263	MOBILE MODULAR	PO-300278	610.00
156264	BLAIRS TOWING	PO-302104	375.00
156265	CCS PRESENTATION SYSTEMS INC	PO-300670	2,968.88
156266	DAMEWARE DEVELOPMENT LLC	PO-301974	467.00
156267	DENAUULT'S HARDWARE	PO-300328	268.24
		PO-300405	152.21
		PO-300711	121.36
156268	FEDERAL EXPRESS CORP	PO-300243	310.93
156269	HIRSCH PIPE & SUPPLY	PO-300447	833.57
156270	JOHN DEERE LANDSCAPES	PO-300451	6,396.10
156271	JUGS INC	PO-300787	181.88
156272	LAWNMOWERS ETC	PO-300452	1,124.66
156273	LAKESHORE	PO-300878	1,424.36
156274	LAKESHORE LEARNING MATLS	PO-301650	180.98
		PO-301893	150.21
156275	APPLE COMPUTER INC	PO-301559	312.07
156276	DELL MARKETING L P	CL-001292	375.53
		CL-001293	250.35
		CL-001296	1,717.67
		CL-001297	1,717.68
		PO-300221	487.05
		PO-301289	315.55
		PO-301540	19,943.10
156277	WORDMASTERS	PO-302085	193.32

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Warrant Number	Name of Payee	Reference Number	Amount
156278	DELL MARKETING L P	PO-301290	330.24
156279	ACES	PO-301342	1,370.00
156280	AUTISM BEHAVIOR CONSULTANTS	PO-301341	4,450.00
156281	AUTISM INTERVENTIONS	PO-301344	1,149.83
156282	CAMPCO	PO-301492	9,100.00
156283	CARES	PO-301967	430.12
156284	CENTER FOR AUTISM &	PO-301340	2,016.73
		PO-301343	1,287.00
156285	CREATIVE PATHWAYS TO	PO-302152	9,000.00
156286	CROMWELL, PATRICIA	PO-301501	600.00
156287	ELIZABETH JIMENEZ DBA GEMAS	PO-301912	3,000.00
156288	HEAR NOW ABRAMSON AUDIOLOGY	PO-301926	6,863.75
156289	HEAR NOW dba	PO-301472	323.00
156290	KRANTZ, TRICIA ELIZABETH	PO-301922	1,506.60
156291	MAXIM HEALTHCARE SERVICES	PO-301346	724.50
156292	O'CONNOR, BRENDAN & JACQUELINE	CL-000319	1,087.64
156293	ORANGE COUNTY THERAPY SERVICE	PO-301887	11,840.00
156294	ORANGE CTY DEPT EDUC	PO-301638	317,672.40
156295	ORANGE CTY TESTING SERV	PO-300889	47.00
156296	RAINBOW CONNECTION	PO-300861	309.00
156297	SANDOR, COURTENAY AND LASZLO	PO-301880	1,634.00
156298	WEST SHIELD ADOLESCENT	PO-301933	2,584.28
156299	ELAINE COGGINS	PO-300513	2,500.00
156300	KRANTZ, TRICIA ELIZABETH	PO-301922	113.40
156301	LYNDA K DURAND	PO-300510	2,500.00
156302	JOHN V. SPEAK	PO-301664	93.63
		PO-302256	52.05
156303	MOORES MUFFLER SER, DOUG	PO-300710	246.53
156304	NASCO WEST	PO-301772	7.61
156305	NEAT SOLUTIONS	PV-010988	173.70
156306	ONE STOP BINDERY	PO-300248	99.00
156307	ORANGE CTY PUMP CO	PO-300300	855.00
156308	P & R PAPER SUPPLY COMPANY	PO-300117	430.00
156309	PRAXAIR	PO-300502	334.72
156310	PREMIER SCHOOL AGENDAS	PV-010989	4,001.64
156311	QUICK SORT INC	PO-300270	213.69
156312	R. J. COOPER & ASSOCIATES	PO-301510	139.41
156313	REALLY GOOD STUFF	PO-301742	56.72
156314	RIGBY EDUCATION	PO-300215	588.92
156315	RONO COMPANY	PO-301034	306.68
		PO-301720	67.46
156316	RYDIN SIGN & DECAL	PO-301584	362.89
156317	SAF-COM SUPPLY	PO-300283	141.43
156318	SAN JOAQUIN CTY OFFICE OF EDUC	PO-300674	6,209.88

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Warrant Number	Name of Payee	Reference Number	Amount
156319	SANTILLANA PUBL CO	PO-300842	3,325.00
		PO-301515	2,135.00
156320	SARGENT-WELCH/VWR SCIENT	PO-301165	87.80
		PO-301508	61.28
156321	SCANTRON SERVICE GROUP	PO-301392	692.56
156322	SCHOLASTIC INC	PO-300233	216.10
156323	SCHOLASTIC INC	PO-301560	1,065.07
		PO-301561	11,254.10
		PO-301562	18,837.30
156324	SCHOOL MATE	PO-301623	1,479.00
156325	SCHOOL SPECIALTY	PO-300870	151.66
		PO-301798	64.76
156326	SOUTH COAST FAMILY MEDI CENTER	PO-302295	420.00
156327	PCI ECUCATIONAL PUB	CL-001411	18,514.49
156328	SCHOLASTIC LIBRARY PUBLISHING	PO-301644	339.84
156329	THE MAILBOX YEARBOOK	PO-302240	79.90
156330	E. STEWART AND ASSOCIATES	PO-300470	9,327.25
156331	SCIENCE KIT & BOREAL LAB	PO-301077	444.00
		PO-301078	867.76
156332	SCOTT FORESMAN	PO-300631	8,808.76
		PO-300633	14,305.41
		PO-300641	10,584.60
156333	SEHI COMPUTER	PO-300752	259.00
		PO-301253	215.71
		PO-301322	251.95
		PO-301393	126.80
156334	SEPULVEDA BLDG MATERIALS	PO-300286	1,004.56
156335	SHAMROCK SUPPLY CO INC	PO-301678	82.65
156336	SHIFFLER EQPT SALES INC	PO-300475	893.51
156337	SIMPLEX GRINNELL LP	PO-301241	7,787.80
156338	SKULLS UNLIMITED	PO-301052	431.95
156339	SMARDAN SUPPLY COMPANY	PO-300479	4,740.45
156340	SMART & FINAL	PO-300186	208.14
		PO-301841	21.14
156341	SMARTERVILLE EDUCATIONAL	PO-301316	50.00
		PO-301317	50.00
		PO-301318	50.00
		PO-301319	50.00
		PO-301320	75.95
156342	SPICERS PAPER CO	PO-300247	6,860.36
156343	STERICYCLE INC	PO-300734	140.44
156344	TRAFFIC CONTROL SERVICE	PO-300489	70.69
156345	VISTA PAINT CORP	PO-300497	108.77
156346	AMERICAN LOGISTICS COMPANY LLC	PO-301372	8,167.50
156347	OCEAN INSTITUTE	PO-302175	1,200.00

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Warrant Number	Name of Payee	Reference Number	Amount
156348	XEROX CORPORATION	PO-300245	97,435.88
		PO-300268	215.58
156349	CITY OF SAN JUAN CAPISTRANO	PO-300467	8,885.74
156350	COUNTY OF ORANGE-WASTE MNGT	PO-300276	987.83
156351	MOULTON NIGUEL WATER	-	
		PO-300465	23,575.66
156352	MOULTON NIGUEL WATER	PO-300465	1,750.34
156353	SAN DIEGO GAS & ELECTRIC	PO-300464	145,738.33
156354	SANTA MARGARITA WATER	PO-300463	5,028.96
156355	SO CAL GAS CO	PO-300274	10,893.31
156356	SO COAST WATER DIST	PO-300462	8,716.73
156357	SOUTHERN CALIFORNIA EDISON	PO-301282	119,723.09
156358	A Z BUS SALES INC	PO-300963	1,199.44
156359	ACOUSTICAL MATERIAL SERVICES	PO-300367	1,631.36
156360	ADVANTAGE RADIATOR	PO-300713	525.92
156361	ALL PRO SOUND	PO-302049	85.00
		PO-302089	85.00
156362	ARAMARK UNIFORM SERVICE	PO-300961	796.59
156363	BEE MAN	PO-300392	1,935.00
156364	BETTER BUSINESS RECORDS	PO-300337	92.33
156365	BLAZE CONE COMPANY INC	PO-301790	184.88
156366	CA PERIPHERALS & COMPONENTS	PO-300673	3,859.96
156367	CALIFORNIA WESTERN VISUALS	PO-302019	3,039.56
156368	CAMBIUM LEARNING INC.	PO-301759	1,255.19
156369	CAMCOR INC	PO-300864	130.44
		PO-301712	1,087.49
		PO-302017	2,235.43
		PO-302051	227.14
156370	CAPISTRANO GOLF CARS	PO-300407	379.20
156371	CCS PRESENTATION SYSTEMS INC	PO-302020	848.25
156372	CDWG Inc	PO-301806	8.42
156373	CHEF TOYS	PO-302297	2,000.00
156374	FRESHINK	PO-301715	425.00
156375	KNORR SYSTEMS INC	PO-300066	224.00
		PO-300295	1,514.42
		PO-300363	3,772.50
156376	ASPEN PUBLISHERS, INC.	PO-301307	592.00
156377	MHS	PO-301025	1,515.76
156378	NASCO WEST	PV-011016	36.22
156379	OFFICE DEPOT	PO-300717	434.47
		PO-301642	70.30
		PO-301747	712.53
156380	ORANGE COUNTY REGISTER	PO-300698	410.64
156381	OVER NIGHT NUMBERING	PO-300263	345.00

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
156382	P & R PAPER SUPPLY COMPANY	PO-300146	2,438.72
		PO-300147	1,076.63
156383	PACIFIC SUPPLY COMPANY	PO-300302	117.71
156384	RHINOTEK COMPUTER PRODUCTS	PO-301386	129.90
		PO-301811	259.80
156385	SAFETY KLEEN CORP	PO-300792	363.22
156386	SEHI COMPUTER	PO-300800	1,369.66
156387	SHIFFLER EQPT SALES INC	PO-300475	300.06
156388	SIMPLEX GRINNELL LP	PO-300476	611.00
156389	SMART & FINAL	PO-300186	79.13
		PO-301522	181.00
		PO-301942	66.85
156390	SMART & FINAL	PO-300788	46.77
156391	SPICERS PAPER CO	PO-300247	38.94
156392	OFFICE DEPOT	PO-300058	157.29
		PV-011018	36.80
156393	ROYAL CHEMICAL CORPORATION	PO-302275	225.18
156394	SMART & FINAL	PO-301842	358.37
156395	ACADEMIC SUPERSTORE	CL-000726	445.33
156396	ALISO VIEJO GOLF CLUB	CL-000014	469.80
156397	AVERY DENNISON	PO-302203	1,099.68
156398	BLACKBOARD CONNECT	PO-302369	108,608.00
156399	CA DEPT OF EDUCATION	PO-301159	23.30
156400	CINTAS CORP	PO-300320	483.75
156401	CINTAS FIRST AID & SAFETY	PO-300321	341.03
156402	CITY OF SAN CLEMENTE	PO-302187	18,402.60
156403	CONSOLIDATED ELECT DISTR	PO-300319	4,458.57
156404	INTERNATIONAL BACCALAUREATE OR	PO-302174	10,000.00
156405	MOBILE COMM REPAIR INC	PO-301202	357.90
156406	ORANGE CTY HEALTH AGENCY	PO-301626	60.60
156407	PAC TYPEWRITER & COMM	PO-300500	107.66
156408	PRUDENTIAL OVERALL SUP	PO-300256	76.89
156409	THYSSENKRUPP ELEVATOR CORP	PO-302232	722.00
156410	CAPISTRANO CONNECTIONS ACADEMY	PV-011014	25,967.14
156411	OPPORTUNITY FOR LEARNING	PV-011015	3,224.69
156412	PJHM ARCHITECTS SOUTHWEST INC	PO-295028	4,422.22
156413	ALPHA VISTA SERVICES INC	PO-301925	11,680.00
156414	ART MASTERS INC	PO-301493	1,844.00
		PO-301494	1,559.00
		PO-301915	2,357.00
		PO-302329	1,726.00
156415	CA DEPARTMENT OF EDUCATION	PO-302338	800.00
156416	CHILEDA	PO-301128	2,779.56
156417	DANNIS WOLIVER KELLEY	PO-302068	4,928.08
156418	DELL MARKETING L P	PO-301672	206.40

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
156419	SAN DIEGO COUNTY SUPT OF SCH	PO-302134	75.00
156420	SCHOOL INNOVATIONS & ADVOCACY	PO-302358	19,000.00
156421	STEIN, CHRISTINE E	PO-301930	1,705.00
156422	CAPISTRANO UNIFIED SCHOOL DIST	PO-300172	57,273.30
156423	CONNECTICUT GEN LIFE INS CO	PO-300173	14,087.39
156424	CONNECTICUT GENERAL LIFE	PO-300170	31,436.18
156425	UNUM LIFE INSURANCE	PO-300166	9,370.80
156426	EXECUTIVE ENVIRONMENTAL SVCS	PO-302365	1,085.76
156427	BOWDEN, JOANNA	PV-011019	55.00
156428	BRUNSON JR., LARRY W.	PV-011020	99.50
156429	CARLISLE, TERESA	PV-011021	70.50
156430	CASAZZA, ANN MARIE	PV-011023	34.00
156431	DIXON, AURORA	PV-011024	34.50
156432	DYE, JANETTE	PV-011025	6.00
156433	HIGHTOWER, SHERLIN	PV-011026	118.50
156434	KIMINAS, ANTHONY	PV-011027	170.00
156435	KLISTER, PAMELA	PV-011028	53.50
156436	MCCORMICK, LENORE	PV-011042	19.00
156437	PERSONS, JEFFREY	PV-011029	108.00
156438	POWELL, CHRISTOPHER	PV-011030	62.00
156439	ROGERS, MALISSA	PV-011032	30.50
156440	STOFFEL, DAVID E	PV-011033	27.00
156441	STRICKLAND, GERRY	PV-011035	34.00
156442	STYLES, KAREN	PV-011037	125.00
156443	TALILI, MAILUMAI	PV-011040	178.00
156444	WEIS-DAUGHERTY, DENISE	PV-011041	45.00
156445	BEAHM, BROOKE	PV-011017	380.00
156446	CARSE, BARBARA	PV-011022	21.00
156447	CAL WEEKLY EXPLORER INC	PO-300512	1,025.00
156448	XEROX CORPORATION	PO-302330	581.51
156449	DOMINO EVENTS	PV-011056	685.00
156450	CAMPCO	PV-011057	72.80
		PV-011061	2,439.68
156451	CHOU, LING D.	PV-011060	504.00
156452	CREATIVE GYMNASTICS	PV-011060	825.00
156453	FIT KIDS AMERICA	PV-011064	3,867.50
		PV-011065	5,942.70
156454	H2O SPOT	PV-011062	7,483.00
156455	SC WATER POLO	PV-011063	240.00
156456	THIFFAULT, RONDA LEE	PV-011058	2,767.80
156457	UTTERBACK'S BIG CAT VOLLEYBALL	PV-011067	25,947.20
156458	VEERA, SHANE	PV-011059	4,153.80
156459	ACCURATE AIR ENGINEERING INC	PO-300700	421.51
156460	B & H PHOTOGRAPHY	PO-301697	374.40

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Warrant Number	Name of Payee	Reference Number	Amount
156461	BADEN SPORTS INC	PO-300781	510.22
		PO-301877	313.70
156462	BEN'S MUSIC	PO-302349	345.00
156463	BLAIRS TOWING	PO-302104	1,537.50
156464	CAPO-LAGUNA BEACH ROP	CL-001646	14,004.00
		CL-001647	15,012.00
156465	CLARK SECURITY PRODUCTS	PO-300322	89.96
156466	CLASSROOM DIRECT COM LLC	PO-302015	135.67
156467	CLEAN ENERGY	PO-300967	759.40
156468	COMMERCIAL LANDSCAPE SUP. INC.	PO-302165	5,325.71
156469	COMMUNICATIONS USA	PO-302018	460.99
156470	COMMUNITY PLAYTHINGS	PO-301801	721.01
156471	CONCORD SUPPLIES	PO-301587	97.58
156472	CVS WHOLESALE FLAGS	PO-302069	61.95
156473	DISCOUNT OFFICE SERVICES	PO-300045	242.14
		PO-301235	173.60
		PO-301609	423.52
		PO-301828	519.76
156474	DUNN-EDWARDS CORP	PO-300330	417.49
156475	ENABLEMART	PO-300238	151.50
156476	ENABLING DEVICES	PO-301984	69.95
156477	EPOLY STAR	PO-300141	3,197.25
156478	FACTORY MOTOR PARTS	PO-300969	598.70
156479	FLEET SERVICE SPECIALIST LLC	PO-302278	10,833.36
156480	FLINN SCIENTIFIC INC	PO-301064	351.98
		PO-301168	3,054.62
		PO-301169	325.16
		PO-301170	1,102.34
156481	FOLLETT EDUCATIONAL SVC	PO-302109	231.31
156482	FOLLETT LIBRARY RESOURCES	PO-301419	342.89
		PO-301426	291.33
		PO-301429	342.78
		PO-301457	297.13
156483	FOLLETT SOFTWARE CO	PO-301771	514.74
156484	FREEWAY AUTO SUPPLY & MACHINE	PO-302059	359.19
156485	FRICTION MATERIALS CO.	PO-300971	788.78
156486	GANAHL LUMBER	PO-300315	1,432.55
		PO-301571	415.00
		PO-302101	71.72
156487	GET INSPIRED	PO-302340	3,000.00
156488	GLEN PRODUCTS	PO-300312	716.71
156489	GOPHER ATHLETIC/SPORTS	PO-302007	242.41
156490	COMMUNITY PLAYTHINGS	PO-301801	721.01
156491	DISCOUNT SCHOOL SUPPLY	PO-301731	108.71
156492	GRAVES, JEFFREY	PV-011078	5,934.06

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Warrant Number	Name of Payee	Reference Number	Amount
156493	CARLOS GUZMAN INC	PO-302150	1,500.00
156494	UNION BANK OF CALIFORNIA	PO-301671	2,974.78
156495	CORVEL CORPORATION	PO-300682	203,826.76
156496	CORVEL CORPORATION	PO-300174	28,058.04
156497	CITY OF SAN CLEMENTE	PO-300466	17,389.14
156498	CITY OF SAN JUAN CAPISTRANO	PO-300467	4,806.71
156499	SAN DIEGO GAS & ELECTRIC	PO-300464	110,685.96
156500	SANTA MARGARITA WATER	PO-300463	963.24
156501	SO CAL GAS CO	PO-300274	118.90
156502	SO COAST WATER DIST	PO-300462	5,125.53
156503	SOUTHERN CALIFORNIA EDISON	PO-301282	85,422.78
156504	BERGMAN & DACEY INC	PO-293892	9,038.80
156505	BOWIE ARNESON WILES &	PO-295532	1,662.50
156506	WLC ARCHITECTS INC	PO-090764	3,370.90
		PO-292889	7,964.60
156507	BYERS, VICKI	FV-011075	57.00
156508	ERICKSON, DANA	FV-011082	29.75
156509	FLUENT, TERRY	FV-011080	69.50
		FV-011081	32.50
156510	HIGHTOWER, SHERLIN	FV-011079	95.43
156511	MALONE, JULEE	FV-011076	500.00
156512	SHAH, RANA	FV-011077	28.43
156513	BRUMMETT, ELIZABETH	FV-011084	3,026.10
156514	OC ART STUDIOS	FV-011083	3,640.00
156515	WALTON, MARINA	FV-011085	2,331.00
156516	2-WAY CABE	PO-300176	470.00
156517	DELL MARKETING L P	PO-301713	2,410.74
		PO-301994	941.68
		PO-301995	7,118.03
		PO-302026	241.38
		PO-302028	362.82
		PO-302030	5,863.43
		PO-302031	1,242.77
		PO-302044	2,095.94
156518	DELL MARKETING L P	PO-302032	578.82
156519	BEHMANI, DELARAM	FV-011103	70.00
156520	BERTAGNA, DOMINIC	FV-011104	8.00
156521	BLACKBURN, MARY	FV-011105	5.00
156522	BLINN, JIM	FV-011106	20.00
156523	BRADY, JONATHAN	FV-011107	32.00
156524	CASEY, MICHAEL	FV-011109	94.00
156525	COLEY, ZANE	FV-011110	67.00
156526	DEBOI, BRIAN	FV-011112	61.00
156527	FELIX, RAZIEL	FV-011116	8.00
156528	FLAIZ, SCHUYLER	FV-011117	77.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....11/09/2010

Warrant Number	Name of Payee	Reference Number	Amount
156529	FRANCIS, HANNAH	PV-011118	83.00
156530	GARCIA, ALFREDO	PV-011119	71.00
156531	GUERIN, CARI	PV-011120	174.00
156532	HAACK, KATHI	PV-011121	88.17
156533	HALL, PEYTON	PV-011122	59.00
156534	HALTERMAN, ROGER	PV-011123	16.26
156535	HARRELSON, DIANE	PV-011124	54.15
156536	HERNANDEZ, JULIA	PV-011125	44.00
156537	HILL, ADAM	PV-011126	88.00
156538	MOBILE FLEET WASH	PO-300976	13,950.00
		PO-302280	832.00
		PO-302244	173.11
156539	ZEE MEDICAL	PV-011111	144.74
156540	DE NICOLA, BEVERLY	PV-011114	59.00
156541	FAROOQI, SAMINA	PV-011102	285.00
156542	ANCTIL, STACIE	PV-011108	81.00
156543	BUCHLMAYER, RAMONA	PV-011113	119.00
156544	DONSKER, LINDY	PO-301304	32,698.01
156545	DANNIS WOLIVER KELLEY	PO-301305	5,986.87
156546	HARBOTTLE LAW GROUP	PO-301306	39.00
156547	LAW OFFICES OF CAROLINE A ZUK	PO-301969	2,198.07
156548	AUTISM INTERVENTIONS	PO-301514	67.50
156549	BLIND CHILDRENS LRNG CTR	PO-301967	1,329.92
156550	CARES	PO-300413	2,835.00
156551	CINNAMON HILLS SCHOOL	PO-300414	2,835.00
		PO-300416	2,835.00
		PO-300417	2,835.00
156552	CSBA'S PRACTI-CAL	PO-302279	7,064.73
156553	DANIEL, JASON & RUTHIE	PO-301633	2,877.82
156554	DEVEREUX ARIZONA	PO-301362	2,643.06
156555	DYSART, RUSS	PO-301357	333.40
156556	FAMILY LIFE CENTER BODEGA	PO-300832	6,724.10
156557	HEAR NOW ABRAMSON AUDIOLOGY	PO-301926	4,560.25
156558	HERBERT, DEBRA	PO-301981	960.00
		PO-301990	720.00
		PO-301991	170.00
		PO-301992	360.00
		PO-302276	960.00
156559	LEISURE CARE NURSES REGISTRY	PO-301345	6,460.00
156560	OCEANVIEW SCHOOL	PO-300418	3,660.00
		PO-301962	4,084.00
156561	ORANGE CTY TESTING SERV	PO-300889	329.00
156562	PAUL ALAN DORES	PO-301499	1,200.00
156563	SHILOH TREATMENT CENTER INC	PO-300831	3,339.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....11/09/2010

Warrant Number	Name of Payee	Reference Number	Amount
156564	THERAPEUTIC EDUCATION CENTER	PO-301630	6,930.00
		PO-301631	3,375.00
		PO-301761	450.00
156565	CITY OF SAN CLEMENTE	PO-300466	6,635.27
156566	SAN DIEGO GAS & ELECTRIC	PO-300464	192,997.03
156567	SO CAL GAS CO	PO-300274	3,605.50
156568	SOLAG / CR&R	PO-300275	26,531.40
156569	ANSARA, JORDAN	PV-011200	67.00
156570	BAKER, BRANDON	PV-011202	5.00
156571	FARLEY, JOSEPH M	PV-011139	340.05
156572	HUIBREGTSE, JADEN	PV-011141	8.00
156573	LEE, YOUNG SUK	PV-011192	74.00
156574	LIGAYO, MARIA	PV-011144	201.45
156575	LIM, BENJAMIN	PV-011145	15.00
156576	LOPER-LEDDY, KAY	PV-011146	20.00
156577	LOVE, ERRIN	PV-011147	65.00
156578	MARSH, NATASHA	PV-011148	77.00
156579	MARTINEZ, MIKE	PV-011149	136.00
156580	MATTHEWS, MILBURN	PV-011150	68.00
156581	MCCORMICK, LENORE	PV-011151	21.63
156582	MCSWEENEY, HEIDI	PV-011152	417.90
156583	MENDIOLA, EDWARD	PV-011153	165.00
156584	MOE, KENNETH L	PV-011154	139.00
156585	NIELSEN, ERIK	PV-011156	74.00
156586	NOLL, HANNAH	PV-011194	70.00
156587	NUNEZ, AIDA	PV-011158	10.00
156588	OCHWAT, ADAM	PV-011159	94.22
156589	OLVERA, TERESA	PV-011160	5.00
156590	PITZEN, SHARLA	PV-011163	241.35
156591	RODRIGUEZ, JEANINNE	PV-011165	20.00
156592	RODRIGUEZ, JUSTIN	PV-011161	77.00
156593	ROSS, AMANDA	PV-011162	77.00
156594	SHORT, STEPHEN	PV-011167	61.00
156595	STRICKLAND, GERRY	PV-011178	66.22
156596	TARASYUK, ALINA	PV-011201	5.00
156597	THIBEAU, LORI	PV-011181	20.00
156598	TOMEIO, TIFFANY	PV-011182	61.00
156599	WEDGE, KATIE	PV-011183	67.00
156600	WERNER, PAUL	PV-011184	67.00
156601	WORTHINGTON, SEVERINA	PV-011187	70.00
156602	YOULD, TANNER	PV-011188	70.00
156603	ZALLAR, SUE	PV-011189	67.20
156604	ZIMMERMAN, ZACHARY	PV-011190	77.00
156605	HOCHGESANG, BARBARA	PV-011140	18.48
156606	MOE, LORI	PV-011155	22.64

Board of Trustees Warrant Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....11/09/2010

Warrant Number	Name of Payee	Reference Number	Amount
156607	WILSON, KIM	PV-011185	123.95
156608	IJAMS, SHANNON	PV-011142	54.00
156609	JAKOVICH, JENNIFER	PV-011143	86.48
156610	NUEVA, DAISY	PV-011157	54.00
156611	RAHO, WEDNESDAY	PV-011164	200.00
156612	SANDFORD, KATIE	PV-011166	162.00
156613	THEURER, BERNADETTE	PV-011180	285.00
156614	WOOLFOLK, TARA	PV-011186	490.00
156615	CINTAS CORP	PO-301205	123.16
		PO-301283	637.03
156616	CONSOLIDATED ELECT DISTR	PO-300319	350.29
156617	PITNEY BOWES	PO-300254	508.00
156618	STAPLES ADVANTAGE	PO-300816	86.22
		PO-301557	242.38
156619	THYSSENKRUPP ELEVATOR CORP	PO-300378	896.25
156620	WATERLINES TECHNOLOGIES INC	PO-300507	2,294.04
156621	CAPISTRANO CONNECTIONS ACADEMY	PV-011196	186,003.00
156622	PROGRESSIVE FLOOR COVERING INC	PO-300346	1,500.00
		PO-300347	4,800.00
156623	STATE BD EQUALIZATION	PV-011198	341.44
156624	STATE BD EQUALIZATION	PV-011199	228.92
156625	EMPLOYMENT DEVELOPMENT DEPT	PV-011209	252,275.94
156626	CAPISTRANO UNIFIED SCHOOL DIST	PO-300172	57,372.93
860 Warrants			\$9,154,326.43

EXHIBIT B
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**Capistrano Unified School District
Bids/Contracts**

VENDOR	BID NO. / BID TITLE	BOARD APPROVAL DATE
A&R Wholesale Distributors, Inc.	Bid No. 0708-21 Grocery Products	5/12/2008
A&R Wholesale Distributors, Inc.	Bid No. 0708-24 Snack and Beverage Products	5/12/2008
Achieve! Data Solutions, LLC	RFP No. 7-0708 Instructional Student Assessment Data Management System	2/11/2008
All Pro Sound	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
American Logistics Co., LLC	Bid No. 0607-06 Outsource Transportation Services	9/11/2006
AMS.NET Inc.	California Multiple Award Schedule Contract No. 3-03-40-0291K, Cisco Products	5/11/2010
AMS.NET Inc.	California Multiple Award Schedule Contract No. 3-09-70-0291Q, Electronic Data Processing (EDP) Equipment and Service	4/13/2010
ASR Food Distributors, Inc.	Bid No. 0910-01 Produce	6/8/2009
B&H Photo Video Pro-Audio	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
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
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
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

**Capistrano Unified School District
Bids/Contracts**

VENDOR	BID NO. / BID TITLE	BOARD APPROVAL DATE
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule Contract No. 3-94-70-0012, Purchase of Computer- Related Hardware, Software and Networking Equipment	7/21/2008
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting	12/8/2008
ePoly Star, Inc.	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
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
IPC (USA), Inc.	Multi-District Cooperative Bid No. 114-10, Fuel (Gasoline and Diesel)	7/13/2010
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
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
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

**EXHIBIT C
(2 of 4)**

**Capistrano Unified School District
Bids/Contracts**

VENDOR	BID NO. / BID TITLE	BOARD APPROVAL DATE
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 Modrnization - 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
School Specialty, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
SchoolsFirst Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009
Silver Creek Industries, Inc.	San Gabriel USD Bid No. 16-04/05, Purchase, Installation and Transfer of DSA Approved Classroom Buildings	4/13/2010
Solag/CR&R, Inc.	Bid No. 0607-05 Service to Collect, Recycle & Dispose of Solid Waste Districtwide	7/11/2006
Southwest School Supply	Santa Ana USD Bid No. 12-08, Purchase of Instructional Supplies	7/21/2008
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
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

**Capistrano Unified School District
Bids/Contracts**

VENDOR	BID NO. / BID TITLE	BOARD APPROVAL DATE
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	Western States Contracting Alliance (WSCA) Bid No. 7-09-79-02 - Janitorial Supplies	9/14/2010
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
West-Lite Supply Co., Inc.	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
WLC Architects, Inc.	RFQ No. 3-0708 Architectural Services for Districtwide Facilities Master Plan	2/25/2008
Xerox Corporation	California Multiple Award Schedule Contract No. 3-01-36-0030A, Purchase and Warranty of Hardware and Software, Installation, Maintenance, Software Maintenance, License and Training on Xerox Products	6/15/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

November 9, 2010

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **DONATION OF FUNDS/EQUIPMENT**

BACKGROUND INFORMATION

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

CURRENT CONSIDERATIONS

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

FINANCIAL IMPLICATIONS

Items other than cash gifts have no financial impact on the budget. Gifts of cash provide additional funds in the amount of \$406,580.76 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:

<u>DONATED BY</u>	<u>AMOUNT</u>	<u>PURPOSE</u>	<u>SCHOOL</u>
West Coast Futbol Club Classic	1,500.00	miscellaneous supplies	Ambuehl Elementary
SJC Education Foundation	16,500.00	field trip admission	Ambuehl Elementary
Target Stores	1,084.68	miscellaneous supplies	Arroyo Vista Elementary
Girl Scout Council of OC	121.00	play equipment	Arroyo Vista Elementary
DJAES - PTA	20,000.00	the primary music program	Don Juan Avila Elementary
DJAES - PTA	6,286.00	the Art Masters program	Don Juan Avila Elementary
Target Stores	432.22	instructional supplies	Barcelona Hills Elementary
Kroger	366.14	instructional supplies	Bathgate Elementary
Marianne Johnston	0.00	iMac computer	Benedict Elementary
Truman Benedict PTA	10,000.00	the primary music program	Benedict Elementary
Truman Benedict PTA	699.00	Ultrakey software license	Benedict Elementary
Truman Benedict PTA	759.15	streaming software license	Benedict Elementary
Bergeson Foundation (BESF)	525.00	Breakthrough Coach training	Bergeson Elementary
Bergeson Foundation (BESF)	16,206.00	5th grade outdoor school	Bergeson Elementary
Bergeson Foundation (BESF)	3,755.22	four Dell computers	Bergeson Elementary
Ed Horovitz	0.00	a MacBook Pro laptop	Bergeson Elementary
Bergeson PTA	1,988.00	the Art Masters program	Bergeson Elementary

Donation of Funds/Equipment
November 9, 2010
Page 2

Canyon Vista PTA	24,000.00	intervention aide	Canyon Vista Elementary
Canyon Vista PTA	1,220.00	4th grade assembly	Canyon Vista Elementary
Kaci Slymen	0.00	a Panasonic TV	Castille Elementary
Target Stores	909.82	instructional supplies	Castille Elementary
Super Ranch Market, Inc.	788.00	instructional supplies	Castille Elementary
Muzeo Foundation	508.75	field trip transportation	Chaparral Elementary
Ladera Ranch Ed.Foundation	3,693.15	four document cameras	Chaparral Elementary
Innisbrook Wraps	392.63	miscellaneous supplies	Chaparral Elementary
Chaparral PTA	2,232.78	<i>Time for Kids</i> magazine	Chaparral Elementary
Concordia PTA	1,874.00	library look-up stations	Concordia Elementary
Concordia PTA	4,200.00	5th grade outdoor school	Concordia Elementary
CV Science Camp Foundation	1,600.00	miscellaneous supplies	Crown Valley Elementary
Kroger Foods	111.50	instructional supplies	Crown Valley Elementary
R.H. Dana Booster Club	2,000.00	instructional equipment	RH Dana Elementary
R.H. Dana PTA	400.00	the Meet the Masters program	RH Dana Elementary
Ralph's Grocery/Kroger	1,211.54	instructional supplies	Del Obispo Elementary
Christina Earnest	0.00	a violin	Hankey K-8
Hidden Hills PTA	257.50	field trip transportation	Hidden Hills Elementary
Target Stores	128.14	instructional supplies	Hidden Hills Elementary
Hidden Hills PTA	350.00	surveillance cameras	Hidden Hills Elementary
Hidden Hills PTA	1,726.00	the Art Masters program	Hidden Hills Elementary
Target Stores	115.68	classroom supplies	Ladera Ranch Elementary
Ladera Ranch Elem. PTA	4,372.13	field trips and supplies	Ladera Ranch Elementary
Ladera Ranch Ed. Foundation	441.80	student planners	Ladera Ranch Elementary
Target Stores	262.46	instructional supplies	Laguna Niguel Elementary
Las Flores Elementary PTA	163.77	Art Masters supplies	Las Flores Elementary
Las Flores Elementary PTA	187.31	Art Masters supplies	Las Flores Elementary
Barona Band of Mission Indians	5,000.00	technology	Lobo Elementary
Moulton PTA	1,756.00	the Art Masters program	Moulton Elementary
Moulton PTA	7,000.00	a reading intervention aide	Moulton Elementary
Moulton PTA	20,000.00	the primary music program	Moulton Elementary
Moulton PTA	14,800.00	a science instructional aide	Moulton Elementary
Michael C. Prieto	500.00	classroom supplies	Moulton Elementary
Moulton PTA	125.52	paper supplies	Moulton Elementary
Oak Grove PTA	20,000.00	primary music program	Oak Grove Elementary
HD Supply	335.57	classroom supplies	Oso Grande Elementary
Ladera Ranch Ed.Foundation	2,769.86	projectors and cameras	Oso Grande Elementary
Ladera Ranch Ed. Foundation	731.00	instructional materials	Oso Grande Elementary
Ladera Ranch Ed. Foundation	2,819.49	two Dell laptops	Oso Grande Elementary
Oso Grande PTA	8,250.00	field trips and transportation	Oso Grande Elementary
Ladera Ranch Ed. Foundation	2,000.00	additional assignments	Oso Grande Elementary
Ladera Ranch Ed. Foundation	1,140.00	work room furniture	Oso Grande Elementary
Ladera Ranch Ed. Foundation	900.00	big books reading support	Oso Grande Elementary
Palisades PTA	1,634.52	library computers	Palisades Elementary
Reilly PTA	10,000.00	a primary music teacher	Philip Reilly Elementary
Target Stores	225.31	materials and supplies	San Juan Elementary
Tijeras Creek Booster Club	2,500.00	field trip	Tijeras Creek Elementary
Tijeras Creek Booster Club	1,166.70	a computer	Tijeras Creek Elementary
Specular Interactive, Inc.	1,000.00	Fast Math program	Tijeras Creek Elementary
NTT America	500.00	instructional supplies	Vista del Mar Elementary
Wagon Wheel PTA	5,000.00	the kinder music program	Wagon Wheel Elementary
Wagon Wheel Science Boosters	4,670.00	field trip and transportation	Wagon Wheel Elementary

George White Elementary PTA	2,849.29	the Meet the Masters program	George White Elementary
Wood Canyon PTA	500.00	Riso expenses	Wood Canyon Elementary
Wood Canyon PTA	3,060.89	the Meet the Masters program	Wood Canyon Elementary
Denisa Kittler	100.00	Las Palmas Learning Link	School Readiness
Laura Jaeger	100.00	Las Palmas Learning Link	School Readiness
Jennifer Luhan	100.00	Las Palmas Learning Link	School Readiness
Shelly Penick	100.00	Las Palmas Learning Link	School Readiness
Celeste Pillsbury	100.00	Las Palmas Learning Link	School Readiness
Irma Boatright	100.00	Las Palmas Learning Link	School Readiness
April Rollins	100.00	Las Palmas Learning Link	School Readiness
Mercedes Duchene-Moorman	100.00	Las Palmas Learning Link	School Readiness
Tiffany O'Brien	100.00	Las Palmas Learning Link	School Readiness
Marii Bakker	100.00	Las Palmas Learning Link	School Readiness
Ann-Marie Allan	100.00	Las Palmas Learning Link	School Readiness
Lindsay Waggoner	100.00	Las Palmas Learning Link	School Readiness
Hasti Adlparvari	100.00	Las Palmas Learning Link	School Readiness
Jennifer Maziek	100.00	Las Palmas Learning Link	School Readiness
Her Majesty's Ride, Inc.	100.00	Las Palmas Learning Link	School Readiness
Amanda Bourne	100.00	San Juan Learning Link	School Readiness
Leticia Cruz	100.00	San Juan Learning Link	School Readiness
Sibylle Georgianna	100.00	San Juan Learning Link	School Readiness
Cristina Amorim	100.00	San Juan Learning Link	School Readiness
Cynthia Green	100.00	San Juan Learning Link	School Readiness
Tamara Craig	100.00	San Juan Learning Link	School Readiness
Kurt Severson	100.00	San Juan Learning Link	School Readiness
Robert Mastny	100.00	San Juan Learning Link	School Readiness
Mirasol Herron	100.00	San Juan Learning Link	School Readiness
Naomi Cheng	100.00	San Juan Learning Link	School Readiness
Genoveva Gutierrez	100.00	San Juan Learning Link	School Readiness
Claudia Villalobos	100.00	San Juan Learning Link	School Readiness
Lindsay Matthews	100.00	San Juan Learning Link	School Readiness
City of Aliso Viejo	5,000.00	the Homework Club	Don Juan Avila Middle School
DJAMS PTSA	7,000.00	computers	Don Juan Avila Middle School
St. Joseph Health System Foundation	60,000.00	after school programs	Marco Forster Middle School
MFMS PTSA	1,017.45	a sliding curtain in the library	Marco Forster Middle School
Target Stores	146.90	miscellaneous supplies	Marco Forster Middle School
Malcom 5th Graders	195.00	miscellaneous supplies	Marco Forster Middle School
MFMS PTSA	360.00	teacher training	Marco Forster Middle School
Ladera Ranch Ed. Foundation	7,137.46	technology	Ladera Ranch Middle School
Book Safari	552.56	library books	Las Flores Middle School
Niguel Hills Booster	190.17	a classroom projector	Niguel Hills Middle School
Valerie Lindeborg	92.44	a projector screen	Niguel Hills Middle School
Catriona Sigsby	0.00	a clothes dryer	Shorecliffs PE Department
MAKO Educational Foundation	430.00	a document camera	Vista del Mar Middle School
CVHS PTA	15,000.00	security cameras	Capistrano Valley High School
CVHS Foundation	9,336.40	SchoolLoop	Capistrano Valley High School
CVHS PTA	3,000.00	STAP I stipends	Capistrano Valley High School
Exxon Mobil Corp.	750.00	instructional supplies	Dana Hills High School
San Clemente Education Foundation	38,410.00	counseling and tutorials	San Clemente High School
Ladera Ranch Education Foundation	558.86	a document camera	Tesoro High School

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

November 9, 2010

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **CONSULTING AGREEMENT AFTER SCHOOL EDUCATION &
SAFETY PROGRAM, VIEJO ELEMENTARY SCHOOL - YOUNG
MEN'S CHRISTIAN ASSOCIATION OF ORANGE COUNTY**

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 operate the After School Education & Safety (ASES) program at Viejo Elementary School – Young Men's Christian Association (YMCA) of Orange County (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: \$106,000
Funding Source: General Fund

STAFF RECOMMENDATION

It is recommended the Board approve this consulting agreement to operate the ASES program at Viejo Elementary School – YMCA of Orange County.



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and YMCA of Orange County 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:** Operate the After School Education & Safety (ASES) program (as detailed in Exhibit B) at Viejo Elementary School.

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

CONTRACTOR'S NAME: YMCA of Orange County CONTRACT No. 11011071

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

2

EXHIBIT A
(2 of 9)

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:

YMCA of Orange County
13821 Newport Ave #200
Tustin, CA 92780

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

CONTRACTOR'S NAME: YMCA of Orange County CONTRACT No. 11011071

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/Proposed Budget</u>
b. Exhibit	B	<u>Description of Services</u>
c. Exhibit	C	<u>N/A</u>

THIS AGREEMENT IS ENTERED INTO THIS 27th DAY OF October, 2010.

Capistrano Unified School District

Name of District

By: _____

Terry Fluent

Typed Name

Director, Purchasing

Title

October 26, 2010

Board Approval Date

YMCA of Orange County

Contractor Name

Signature: 

Anna Owens

Typed or Printed Name

100

Title

95-11044055

Taxpayer Identification Number

YMCA of Orange County
2010-2011 ASES program @ Viejo Elementary School
Proposed Budget

Personnel Expenses

Salaries		\$65,595
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<i>Direct:</i>	<i>\$62,851</i>	
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<i>Administrative:</i>	<i>\$2,744</i>	
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Benefits/Taxes		\$12,276
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<i>Direct:</i>	<i>\$11,366</i>	
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<i>Administrative:</i>	<i>\$910</i>	
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Operating Expenses

Direct Client Services		\$22,403
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<i>Direct</i>	<i>\$10,403</i>	
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<i>Direct Start-up</i>	<i>\$12,000</i>	
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Administrative Costs		\$96,620
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Total Administrative Costs		\$9,380
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TOTAL BUDGET AMOUNT		\$106,000
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Exhibit A

EXHIBIT A
(8 of 9)

EXHIBIT B
Viejo Elementary School
Contract No. I1011071

Services to be provided by YMCA of Orange County to Capistrano Unified School District:

Operate the After School Education and Safety (ASES) Grant at **Viejo Elementary School** a minimum of 3 hours per day per school at least until 6:00 p.m., beginning immediately upon the conclusion of the regular school day.

Operate every regular school day during the regular school year.

Provide a daily nutritious snack that meets the requirements of the U.S. Department of Agriculture (USDA) National School Lunch Program for meal supplements.

Provide all the supplies with which to implement the educational enrichment component of the ASES program, including art supplies, sports equipment, games, science supplies, and other curriculum materials as needed.

Integrate with the regular school day and other extended learning opportunities while providing a safe physical and emotional environment, opportunities for relationship-building, and promotion of active student engagement through the following required elements:

An educational and literacy element – tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: language arts, mathematics, history and social science, science, or computer training. Examples include: Remedial education activities, Extended learning activities in core content areas, Homework assistance, Tutoring services, Programs that emphasize language skills and academic achievement for English learners, Telecommunications and technology education programs (e.g., computer training), Expanded library service hours, Programs that provide assistance to students who have been truant, suspended, or expelled to allow them to improve their academic achievement.

An educational enrichment element – additional services, programs, and activities that reinforce and complement the regular academic program of participating students to support positive youth development. Enrichment activities may be designed to enhance the core curriculum. Examples include: Fine arts education activities, Recreational activities, Science related activities (e.g. rocketry), Physical fitness activities, Career-technical education, Prevention activities, Other learning support opportunities, such as: Service-learning, Mentoring, Coordinated school health, Character education.

Keep accurate records of each student's daily attendance in the after school program.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

November 9, 2010

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **CONSULTING AGREEMENT, SPEECH LANGUAGE PATHOLOGY
SERVICES – NEWPORT LANGUAGE & SPEECH CENTERS, INC.**

BACKGROUND INFORMATION

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

CURRENT CONSIDERATIONS

This agenda item requests approval of the attached consulting agreement for speech language pathology services to CUSD students - Newport Language & Speech Centers, 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 for speech language pathology services – Newport Language & Speech Centers, Inc.

CONTRACTOR'S NAME: Newport Language & Speech Centers, Inc. CONTRACT No. 11011073



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Newport Language & Speech Centers, 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:** Speech language pathology
services to CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on October 4, 2010, and will diligently perform as required and complete performance by June 30, 2011.

1

CONTRACTOR'S NAME: Newport Language & Speech Centers, Inc. **CONTRACT No.** I1011073

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 uncopied 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:

Newport Language & Speech Centers, Inc.
23361 Madero #200
Mission Viejo, CA 92691

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: Newport Language & Speech Centers, Inc. CONTRACT No. I1011073

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>Scope of Practice</u>
c. Exhibit	C	<u>N/A</u>

THIS AGREEMENT IS ENTERED INTO THIS 27th DAY OF October, 2010.

Capistrano Unified School District
Name of District

Newport Language & Speech Centers, Inc
Contractor Name

By: _____

Signature: 

Terry Fluent
Typed Name

Sheila Gordon
Typed or Printed Name

Director, Purchasing
Title

Corporate Secretary
Title

October 26, 2010
Board Approval Date

95-3367097
Taxpayer Identification Number

7

EXHIBIT A
(7 of 9)

**Newport Language and Speech Centers**

Providing Quality Speech-Language Services Since 1970

FEE SCHEDULE
Effective July 1, 2010

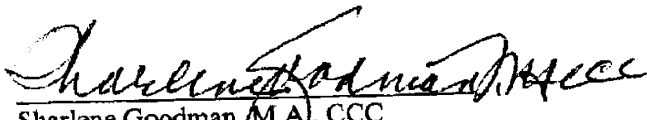
Speech or Occupational Therapy services provided at **PUBLIC SCHOOL SITES**: \$72.00 per hour on-site, four-hour minimum. Speech Language Pathologist Assistant (SLPA) or Certified Occupational Therapy Assistant (COTA) \$60.00 per hour on-site, four-hour minimum. Full-time positions to be at 8 hours per day on-site.

Speech or Occupational Therapy services **PROVIDED AT NEWPORT LANGUAGE and SPEECH CENTERS / NEWPORT THERAPY CENTERS**:

Evaluation/Assessments/IEP's: \$150.00 per hour
Individual or group treatment: \$117.00 per session*

*Individual and group treatment will be billed at a per session rate regardless of length of appointment.

**Contracts to include that we will be billing for "no shows" and cancellations of appointments given less than 24 hour notice.


Sharlene Goodman, M.A., CCC
Executive Director

Date: 6/8/10

Exhibit A

EXHIBIT A
(8 of 9)

c:\Carla Files\FEE SCHEDULES & AGREEMENTS SCHOOLS\Fee Schedule for Capo USD 060710.doc [ccs]

Corporate office: 23361 Madero, Suite 200 • Mission Viejo, CA 92691
(949) 581-8239 • (800) 741-9088 • Fax (949) 859-0928

Exhibit B

Scope of Practice

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company, or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

By: _____ Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

November 9, 2010

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **CONSULTING AGREEMENT, GENERAL LEGAL SERVICES – LUCE,
FORWARD, HAMILTON & SCRIPPS, LLP**

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 general legal services for the 2010-2011 fiscal year relating to ongoing litigation and related costs – Luce, Forward, Hamilton & Scripps, LLP (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: Services on an as needed basis, per fee schedule
Funding Source: CFD 2005-1

STAFF RECOMMENDATION

It is recommended the Board approve this consulting agreement for legal services – Luce, Forward, Hamilton & Scripps, LLP.



Consultant Agreement

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT" and Luce, Forward, Hamilton & Scripps LLP

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:** General legal services as required by District

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

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

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

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

6. **Materials:** CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: 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	Luce, Forward, Hamilton & Scripps LLP 2050 Main Street #600 Irvine, CA 92614

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 2010-2011 Letter of Engagement & Fee Agreement
- b. Exhibit B Attorney Insurance Document
- c. Exhibit C Special Conditions

CONSULTANT NAME: Luce, Forward, Hamilton & Scripps LLP Contract No. C1011075

This AGREEMENT is entered into this 27th Day of October, 2010.

DISTRICT:

CONSULTANT:

By: Terry Flu

Terry Flu, Director of Purchasing

By: George I. Doherty

Signature

LUCE, FORWARD, HAMILTON
+ SCRIPPS, LLP

Printed Name

Partner

Title

October 26, 2010

Board Approval Date

95-1559758

Social Security or Taxpayer Identification

EXHIBIT A
(7 of 17)

GEORGE C. RUDOLPH, PARTNER
DIRECT DIAL NUMBER 949.732.3701
DIRECT FAX NUMBER 949.251.5821
EMAIL ADDRESS grudolph@luce.com

October 13, 2010

Client No. 38170

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

Re: 2010-2011 Engagement and Fee Agreement

Dear Ron:

This will confirm the request of Capistrano Unified School District ("CUSD") that Luce, Forward, Hamilton & Scripps, LLP ("the Firm") continue its representation of CUSD, during the fiscal year ending June 30, 2011, upon the terms set forth in this letter agreement ("Agreement").

1. Scope of Services. CUSD has requested, and we have agreed, to provide ongoing advice, counsel and representation to CUSD, regarding both transactional and litigation matters in which CUSD requests our involvement. The terms embodied in this letter will apply to any transactional and litigation matter in which CUSD requests our representation, unless a project engagement and fee agreement is executed with respect to any particular matter.

1.1 Currently Pending Matters. During the fiscal year ending June 30, 2011, we will continue to represent CUSD in the following currently pending matters, in accordance with the terms of this Agreement:

- A. *Whispering Hills, LLC v. Capistrano Unified School District*, Orange County Superior Court Case No. 30-2009 00300788 (our file no. 38170-3); and
- B. Petition to Make Specified Changes in Capistrano Unified School District Community Facilities District No. 2005-1 (our file no. 38170-4).

1.2 Duties of Lawyer and Client. We will provide legal counsel and assistance in accordance with the rules governing our profession. We will report to you as the authorized representative of CUSD. We will keep CUSD informed of developments in each matter in which we represent CUSD, as those developments occur. On CUSD's part, CUSD

Exhibit A

EXHIBIT A
(8 of 17)

Ron Lebs, Deputy Superintendent
CAPISTRANO UNIFIED SCHOOL DISTRICT
October 13, 2010
Page 2

understands the need to provide us with truthful and accurate information, and the need to cooperate and to keep us informed of any developments. Obviously, we will both be expected to abide by the terms of this Agreement.

2. Staffing. I will have primary responsibility for CUSD's representation, and for coordinating and supervising the work of other of the Firm's professionals in connection with that representation. Other attorneys, paralegals, and litigation/clerical assistants may be used where appropriate. Staffing decisions will be made by me, with the objective of rendering services on an efficient and cost-effective basis.

3. Fees. We establish an hourly rate for each attorney and paralegal who will perform services on behalf of CUSD. Although hourly rates are generally subject to adjustment and increase effective as of January 1 of each year, CUSD will be charged on the basis of Firm's current hourly billing rates through the fiscal year ending June 30, 2011. Those hourly rates for the professionals most likely to perform services on CUSD's matters are set forth on the attached 2010-2011 LFHS Rate Sheet. We will bill CUSD in quarter-hour increments, although some timekeepers may record their time in increments of one-tenth of an hour. CUSD agrees to pay the Firm's rates, as set forth on the attached Rate Sheet, minus 12%. Further, CUSD will not be charged the time incurred by any professional for local travel.

4. Expenses. In addition to our fees, we will bill CUSD for certain expenses. A copy of our expense schedule is attached to this Agreement. It may also be appropriate to engage third-party providers to support our work for CUSD. We may also incur other out-of-pocket disbursements, such as travel expenses, deposition fees, filing and recording fees, investigator fees, expert witness fees, document imaging fees, and messenger fees. We will either bill CUSD for the charges or arrange with CUSD in advance for third-party providers to bill CUSD directly. We have no obligation to incur or advance any expense exceeding \$250.00 unless reimbursement is secured by a trust deposit. CUSD agrees to reimburse us for those costs and expenses we advance, in addition to the hourly fees.

5. Monthly Billing. We will bill on a monthly basis; and all statements are due and payable upon receipt and are considered past due thirty (30) days after the statement date.. The statements will indicate the fees and costs incurred, any amount applied from any advance deposit, and any current balance owed. We will make every effort to include our out-of-pocket disbursements in the current monthly statement; however, records of some disbursements are not immediately available to us and thus may not appear on a statement until some time after charges were actually incurred.

Ron Lebs, Deputy Superintendent
CAPISTRANO UNIFIED SCHOOL DISTRICT
October 13, 2010
Page 3

If CUSD has any questions or concerns about a statement, please call them to our attention without delay. If CUSD does not raise any questions or objections regarding the statement within sixty (60) days of the statement date, CUSD agrees that CUSD will be deemed to have accepted and approved the statement, and thereafter will not be entitled to object to the statement.

6. Discharge and Withdrawal. CUSD may discharge us at any time, and we have the right to withdraw from representing CUSD at any time, subject to any required court approvals. Reasons for our withdrawal may include, but are not limited to, CUSD's breach of this Agreement, CUSD's failure to pay our invoices when due, CUSD's refusal to cooperate with us or to follow our advice on a material matter, or any fact or circumstance that renders our continuing representation unlawful, or unethical, or makes it unreasonably difficult to carry out our representation effectively.

7. No Guarantee. Nothing in this Agreement should be construed as a promise or a guarantee about the outcome of any matter which we will handle on CUSD's behalf. Our comments about the outcome of CUSD's matter are expressions of opinion only. Any estimate of fees given by an attorney is not a guarantee. Actual fees may vary from estimates given.

8. Duties Upon Termination of Active Representation. Upon cessation of our active involvement in a particular matter in which we have been engaged, we will have no further duty to inform CUSD of future developments or changes in the law as may be relevant to such matter in which our representation has ceased. Further, unless CUSD requests in writing to the contrary, we will have no obligation to monitor renewal or notice dates or similar deadlines which may arise from the matters for which we had previously been retained.

9. File Maintenance. We will maintain CUSD's files and documents throughout the period in which we are actively handling a particular matter, and for ten (10) years thereafter. We will have the right to purge CUSD's files after ten years or any longer time we deem appropriate given the circumstances, without any obligation to notify CUSD. The Firm routinely purges its files and records of matters that have been resolved. Of course, CUSD may request CUSD's files or documents at any time prior to such destruction, and they will be promptly delivered to CUSD or as directed. Electronically-stored information will be purged from our system in accordance with our regular policies and procedures, which may result in the information's destruction after 3 months.

10. Arbitration of Disputes. We appreciate the opportunity to serve as CUSD's attorneys and anticipate a productive, harmonious relationship. If CUSD becomes dissatisfied for any reason with the services we have performed or the fees charged, we encourage CUSD to

Ron Lebs, Deputy Superintendent
CAPISTRANO UNIFIED SCHOOL DISTRICT
October 13, 2010
Page 4

bring that to our attention immediately. If we perceive a problem with the representation, we will discuss it with CUSD. Most such problems should be remedied by communication and discussion. However, a dispute could arise between us regarding the construction or application of this Agreement, and/or the performance of any services under this Agreement, which cannot be resolved by discussion. We believe that such attorney-client disputes are more satisfactorily resolved through confidential binding arbitration than by litigation in court. CUSD and we choose confidential binding arbitration to resolve such disputes because it is usually less expensive and quicker than litigation, and will preserve all the parties' privacy. It is understood and agreed that choosing binding arbitration waives a trial by jury.

The place of the confidential binding arbitration will be in Orange County, California. Arbitration proceedings may be commenced by any party by giving all other interested parties written notice, and the proceedings shall be governed by the California Arbitration Act (*Code Civ. Proc.*, § 1281 *et seq.*). The arbitrator must decide all disputes in accordance with that Act and the rules of any arbitration tribunal mutually selected by the parties. The arbitrator shall have the power to decide all matters, including arbitrability and legal questions raised by pleading or summary judgment motions. The arbitrator's award shall be final and binding, and a judgment upon the award may be entered and enforced by any court of competent jurisdiction.

Notwithstanding the above agreement to arbitrate, fee disputes may first be submitted to the California State Bar's program for non-binding arbitration of fee disputes. If the Bar panel declines to hear a fee dispute, or if either party rejects the Bar panel's decision on any fee dispute, the fee dispute will be resolved by private arbitration as set forth above. CUSD and the Firm agree to waive the rule that provides that an attorney and a client cannot agree to arbitrate fee disputes until a dispute has arisen. If that rule is applied to any fee dispute under this Agreement, CUSD and the Firm agree that the remainder of this arbitration agreement will remain in effect and must be enforced with respect to all other disputes or claims.

11. Effective Date. If this letter accurately reflects our agreement, please sign the enclosed duplicate copy and return it to us. When signed and returned to us, this Agreement will take effect and supersede all prior engagement and fee agreements entered into between CUSD and the Firm. This Agreement contains the entire agreement of the parties, and no modification of the terms of this Agreement will be effective unless set out in writing and signed by both CUSD and the Firm

LUCE FORWARD

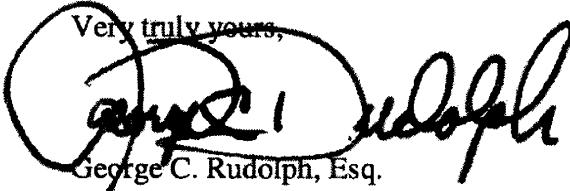
ATTORNEYS AT LAW • FOUNDED 1873

LUCE, FORWARD, HAMILTON & SCRIPPS LLP

Ron Lebs, Deputy Superintendent
CAPISTRANO UNIFIED SCHOOL DISTRICT
October 13, 2010
Page 5

If CUSD has questions concerning any provision of this Agreement, we invite CUSD's inquiries. CUSD is also free to consult with other counsel regarding this Agreement, including the foregoing arbitration provisions.

We greatly appreciate and thank you for the opportunity to continue our service to CUSD.

Very truly yours,

George C. Rudolph, Esq.
of
Luce, Forward, Hamilton & Scripps LLP

GCR:dmm

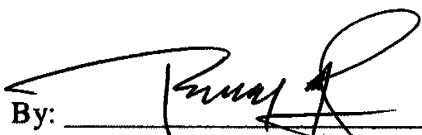
Attachments (2010-2011 Rate Sheet; Expense Schedule)

ACCEPTANCE AND APPROVAL

The above engagement and fee agreement is agreed to and accepted. The undersigned represents that he has been duly authorized to execute this Agreement on behalf of CUSD, and acknowledges that he signs below within the course and scope of that authority.

Date: 10/13/10

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: 
Ron Lebs, Deputy Superintendent

2010-2011 LFHS RATE SHEET

Professional	Position	Hourly Billing Rate
George C. Rudolph	Attorney/Partner	\$600.00
Phillip L. Kossy	Attorney/Partner	\$475.00
Jeffrey A. Feasby	Attorney/Partner	\$405.00
Ben West	Attorney/Associate	\$360.00
Deanna Mayer Spelber	Attorney/Associate	\$360.00
Saeid R. Ahmadian	Paralegal	\$265.00
Janet Oliver	Paralegal	\$170.00

EXPENSE SCHEDULE

Unless otherwise stated in the engagement and fee agreement, the client is responsible to pay the following expenses the firm incurs in providing service to the client.

Overtime:	\$35 per hour for secretary \$15 per hour for file clerk \$30 per hour for word processor
Fax:	\$1.00 per page outgoing or incoming plus rate charged to firm for toll calls for outgoing fax
Toll Calls:	Rate charged to firm
Messenger Service:	Rate charged to firm
Federal Express:	Rate charged to firm
Duplication:	15¢ per page of copying by firm personnel 75¢ per page for color copy
Computerized Research:	Rate charged to firm
Word Processing:	\$7.50 per 15 minutes or major part thereof
Electronic File Storage:	One time \$100 charge for regular cases and \$50 charge for special cases
Tabs:	For copying projects 18¢ each (which includes labor)
Postage:	US Postal Service rate

ALL OTHER SERVICES AT THE PRICE CHARGED TO THE FIRM

Consultant Name: Luce, Forward, Hamilton & Scripps LLP Contract No. C1011075



Insurance

Attorney shall procure and maintain, during the term of this Agreement, policies of insurance with insurers and coverage forms satisfactory to the District and with a minimum A.M. Best rating of A/VII as follows:

- Commercial General Liability \$1,000,000 minimum limit per occurrence
incl. Contractual Liab., and \$2,000,000 minimum general aggregate
Broad Form Property Damage
- Professional Liability: \$1,000,000 minimum limit per occurrence
(Errors & Omissions) \$2,000,000 minimum general aggregate
- Automobile Liability: \$1,000,000 minimum limit per occurrence
- Workers' Compensation: As required by the California Labor Code
- Employers' Liability: \$1,000,000 minimum limit

Attorney shall provide to the District evidence of the required insurance by issuance of an original Certificate of Insurance at least ten days prior to the beginning of the term of this Agreement. Such certificate shall contain a 30 days written notice of cancellation or reduction in coverage. Any lapse of insurance coverage required by this Agreement shall be a breach of the Agreement and grounds for immediate termination of this Agreement by District.

Exhibit B

Page 1 of 2

Consultant Name: Luce, Forward, Hamilton & Scripps LLP Contract No. C1011075

The Capistrano Unified District, it's Board, officers, agents and employees shall be named an Additional Insured, by separate endorsement, to Attorney's Commercial General Liability (not Professional Liability) and Automobile Liability policies. Any insurance or self-insurance maintained by Attorney shall be primary and any insurance or self-insurance maintained by District shall be non-contributing.

The insurance coverage's and limits required shall not in any way limit the liability of Attorney.

Governing Law

This Agreement shall be governed by the laws of the State of California with venue to Orange County, California.

Severability

If any provisions of this Agreement are held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of the Agreement shall be legal, valid and enforceable.

Waiver

The waiver by District of a breach of any provision of the Agreement by Attorney shall not operate or be construed as a waiver of any other or subsequent breach by Attorney.

Exhibit B

Page 2 of 2

EXHIBIT A
(16 of 17)

SPECIAL CONDITIONS
CONSULTANT AGREEMENT
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
LUCE, FORWARD, HAMILTON & SCRIPPS LLP
CONTRACT NO. C1011075

Page 3, Article 10, Hold Harmless: Disregard complete article, replace with:

“Attorney 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 of use of any copyrighted or uncopyrighted matter, contractual liability, and damage to property sustained or claimed to have been sustained arising out of any negligent or wrongful activities/services rendered by Attorney, its officers, agents and employees or its subcontractors, whether authorized by this Agreement or not. 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.

EXHIBIT C

EXHIBIT A
(17 of 17)

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

November 9, 2010

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **CONSULTING AGREEMENT, TELEVISION BROADCASTING AND
CONSULTING SERVICES TO PROVIDE DISCOVERY STREAMING
FOR 35 CUSD SCHOOLS – KOCE TV FOUNDATION**

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 television broadcasting and consulting services to provide Discovery Streaming for 35 CUSD schools - KOCE TV Foundation (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: \$35,194.55 for 2010/2011 school year for 35 sites
Funding Source: General Fund

STAFF RECOMMENDATION

It is recommended the Board approve this consulting agreement for television broadcasting and consulting services to provide Discovery Streaming for 35 CUSD schools - KOCE TV Foundation.



Formerly Telecommunications of Orange County (TOC)
KOCE-TV / KOCE-DT FOUNDATION

17011 Beach Blvd, Suite 1550, P.O. Box 2476, Huntington Beach, CA 92647 ♦ 714-861-4300

2010-2011

AGREEMENT FOR

TELEVISION BROADCASTING AND CONSULTING SERVICES

THIS AGREEMENT is made and entered into by and between The **KOCE-TV FOUNDATION**, on behalf of **KOCE Classroom**, 17011 Beach Blvd. Suite 1550, P.O. Box 2476, Huntington Beach, California 92647 and Capistrano Unified School District ("Client"), 33122 Valle Road San Juan Capistrano, CA 92675.

IN CONSIDERATION OF the mutual promises and covenants contained herein, KOCE Classroom and client agree as follows:

1. Purpose of Agreement: This Agreement is to provide teachers of Client with instructional television materials and training on the effective use of television and Discovery Streaming for instruction in the classroom.
2. Unit of Membership: Any school or school district, or educational agency within the KOCE primary reception area is eligible for KOCE Classroom membership and services; In addition, any school, school district, or educational agency capable of receiving KOCE's broadcast signal via cable television is likewise eligible.
3. KOCE Classroom Advisory Board: Membership in KOCE Classroom shall entitle the Client to representation on the KOCE Classroom Advisory Board. The KOCE Classroom Advisory Board shall act in an advisory capacity to the KOCE-TV FOUNDATION in the selection of programs to be aired on KOCE-TV and in the approval of relevant financial decisions.
4. Television Consulting Services: KOCE Classroom shall provide Client with training resources for its teachers on the subject of effective use of television and Discovery Streaming in the classroom. Such training resource include but is not limited to teacher guides and instructional materials.
5. Broadcast of Instructional Television Programming: KOCE Classroom shall, within the broadcast limits specified below, use its best efforts to provide educational television such as: instructional television programs and recordings for 30 weeks during the school year, September through June.

6. Discovery Streaming: KOCE Classroom shall provide Client with *Discovery Streaming* for use in the classroom.
7. Grant of License to Record Series: KOCE Classroom grants to Client, subject to the limitations set forth below and in the instructional television broadcast schedules, the right to record from broadcast by KOCE-TV all series used by Client ("Recordings").
8. Limitations on License to Record Series: Client may use the Recordings at any time only for purposes of in-class instruction. Client shall cause all Recordings to be erased at the end of the school year that coincides with the term of this Agreement; provided, however, that Client need not erase all Recordings if this agreement is renewed but shall erase only those Recordings not included on the KOCE webpage during the school year subsequent to the terms of this Agreement. Client shall assume all liability for violation of copyright due to any failure to comply with these limitations. Any exceptions to any limitation set forth in this paragraph shall be void and of no effect unless granted by prior written approval by KOCE Classroom.
9. Additional Usage of Recordings: Client may transmit Recordings via in-house cable systems, provided that all users receiving such materials are KOCE Classroom clients. Client may also use KOCE Classroom recordings for re-programming on a community cable television channel or channels dedicated to Client's use provided the following conditions are met: 1) Client assumes responsibility for recording and scheduling KOCE Classroom programs; 2) Said programming must occur only on regular days of instruction from 9:00 A.M. to 3:00 P.M. and exclusively for the purposes of instruction; 3) Copyright restrictions must be adhered to as outlined on the KOCE Classroom webpage; 4) Depending on individual program rights, some programs may be limited to cable transmission simultaneous to broadcast and 5) Such activity must have the written approval of the KOCE Director of Educational Services.
10. Broadcast Limits: Client acknowledges and agrees that KOCE-TV, Channel 50, holds final authority and responsibility for all station broadcasts. No liability shall attach under this Agreement because of any scheduling or rescheduling by KOCE Classroom of educational television programs. All scheduling or rescheduling of KOCE Classroom broadcasts including educational television programs shall be as approved by the Educational department of KOCE.
11. Liability Insurance: KOCE Classroom shall obtain and maintain a policy of liability insurance against liability or claims of liability resulting from acts or omissions to act by KOCE Classroom, its agents, or employees, in connection with the performance of this Agreement. Client shall obtain and maintain a policy of liability insurance against liability resulting from the acts or omissions to act by Client, its agents, or employees, in connection with the performance of this Agreement. The minimum acceptable amount of any such policy shall be one million dollars.
12. Ownership of Instructional Television Programs: All instructional television programs, and teacher guides and Instructional Materials are and shall remain the property of KOCE Classroom. KOCE Classroom shall negotiate all lease agreements for educational television

programs, which will remain the property of the educational television program distributor. KOCE Classroom shall assume responsibility for obtaining all necessary licenses to use copyrighted material incorporated in Instructional Television Programs, Recordings, Teacher Guides and Instructional Materials. Client shall assume all responsibility for the use of such copyrighted materials. Rights to retain KOCE Classroom licensed programs on videotape, computer hard drives; or other storage media shall terminate upon non-renewal of this Agreement.

13. Termination: If either client or KOCE Classroom defaults in the performance of any of the terms of this Agreement, it shall have ten (10) days after service of written notice of such default by the other party in which to cure such default. In the event the party receiving such notice fails to cure the default within such period of time, the party serving the notice at its option may terminate this Agreement without further notice.
14. Notice: Any notices required or permitted here under shall be given in writing to the appropriate party at the address specified below. Notice shall be deemed given upon personal delivery of written notice, or when written notice is sent by certified or registered mail. The notices should be sent as follows:

To KOCE Classroom: **KOCE-TV Foundation**
c/o KOCE Classroom
17011 Beach Blvd. Suite 1550
Huntington Beach, CA 92647
Attention: Ed Miskevich, Station Manager

To CLIENT: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Attention: Susan Holliday, Executive Director of Technology and Information Systems

15. Term of Agreement: The term of this Agreement shall begin when signed by Client, received by KOCE Classroom, and approved by the governing board of Client and the KOCE-TV Foundation Board, and expires on August 31, 2011. The period in which KOCE Classroom shall provide television broadcasting and consulting services here under is September 1st, 2009 to June 5, 2010. The period in which KOCE Classroom shall provide online video streaming will be September 1, 2010 to August 31, 2011.
16. Fees: In consideration of the obligations performed here under by KOCE Classroom, client shall pay KOCE Classroom a fee of \$1.05 per student. The total dollar amount of this Agreement shall not exceed **\$35,194.55**. The total number of students is 38,250.
17. Indemnity: KOCE Classroom to the extent permitted by law shall defend, indemnify and hold harmless Client and its members, trustees, officers, employees, instructors, agents and representatives free and harmless from any claim, liability, loss, and expense, including reasonable attorney fees and court costs, which may arise because of the breach of this Agreement by KOCE Classroom, negligence, misconduct or other fault of KOCE Classroom and its employees, instructors, agents and representatives in the performance of its obligations under this Agreement including the violation of any copyrighted material provided to KOCE

Classroom by client.

18. Limitation of Liability: Notwithstanding anything to the contrary with the exception of Client's duty to indemnify KOCE Classroom as provided in paragraph 17, to the extent allowed by law neither party shall be liable to the other party for any special, indirect, consequential, or incidental damages (including without limitation, lost revenues, anticipated revenues or profits relating to the same) arising from any claim relating directly or indirectly to the Agreement whether a claim for such damages is based on warranty, contract, tort (including without limitation negligence or strict liability) even if the parties are advised of the likelihood or possibility of same.
19. Remittance: Remittance of fees shall be made as follows: One payment of total fee not to exceed **\$35,194.55**.
20. This agreement and Exhibit A attached hereto constitute the entire agreement among parties to it and supersedes any prior or contemporaneous understanding or agreement and may be amended only be a written amendment executed by both parties to the agreement.
21. Governing Law
The terms and conditions of this agreement shall be governed by the laws of the State of California with venue in Orange County, California.

Consultant

KOCE-TV/KOCE-DT Foundation

By: _____

Signature

Name Ed Miskevich

Title Station Manager

Date 9-21-10

District

Capistrano Unified School District

By: _____

Signature

Name Terry Fluent

Title Director, Purchasing

Date _____

***PLEASE NOTE:**

Send back Agreement with original signatures to:

Dawn Ariza
Controller
c/o KOCE-TV
17011 Beach Blvd. Suite 1550
Huntington Beach, CA 92647-0476

Retain a copy for your files. After receiving this Agreement, KOCE Classroom will invoice client through their fiscal agent.

Capistrano Unified School District 2010-11

Elementary Schools			Enrollment	Charge per site
Arroyo Vista	1 year	yes	607	\$ 637.35
Benedict	1 year	yes	723	\$ 759.15
Bergeson	1 year	yes	555	\$ 582.75
Canyon Vista	1 year	yes	754	\$ 791.70
Chaparral	1 year	yes	997	\$ 1,046.85
Concordia	1 year	yes	630	\$ 661.50
Del Obispo	1 year	yes	426	\$ 447.30
George White	1 year	yes	652	\$ 684.60
Ladera Ranch ES	1 year	yes	882	\$ 926.10
Laguna Niguel	1 year	yes	611	\$ 641.55
Las Flores ES	1 year	yes	599	\$ 628.95
Las Palmas	1 year	yes	713	\$ 748.65
Malcom	1 year	yes	671	\$ 704.55
Marblehead	1 year	yes	627	\$ 658.35
Moulton	1 year	yes	711	\$ 746.55
Oak Grove	1 year	yes	819	\$ 859.95
Oso Grande	1 year	yes	1099	\$ 1,153.95
Reilly	1 year	yes	453	\$ 475.65
RH Dana ES	1 year	yes	387	
San Juan	1 year	yes	742	\$ 779.10
Tijeras Creek	1 year	yes	584	\$ 613.20
Viejo	1 year	yes	449	\$ 471.45
Vista del Mar	1 year	yes	1095	\$ 1,149.75
Wagon Wheel	1 year	yes	730	\$ 766.50
		Total ADA	16516	\$ 17,360.45
Middle Schools				
Aliso Viejo MS	1 year	yes	1092	\$ 1,146.60
Bernice Ayer	1 year	yes	868	\$ 911.40
Las Flores MS	1 year	yes	1206	\$ 1,266.30
Marco Forester	1 year	yes	1383	\$ 1,452.15
Niguel Hills MS	1 year	yes	1293	\$ 1,357.65
		Total ADA	5842	\$ 6,134.10
High Schools				
Aliso Niguel HS	1 year	yes	2952	\$ 1,950.00
Capistrano Valley HS	1 year	yes	2714	\$ 1,950.00
Dana Hills HS	1 year	yes	2830	\$ 1,950.00
San Clemente HS	1 year	yes	3028	\$ 1,950.00
San Juan Hills HS	1 year	yes	1926	\$ 1,950.00
Tesoro HS	1 year	yes	2442	\$ 1,950.00
		Total ADA	15892	\$ 11,700.00

GRAND TOTAL \$ 35,194.55

**EXHIBIT A
(6 of 6)**

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

November 9, 2010

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **CONSULTING AGREEMENT, HEALTH SERVICES FOR SCIENCE
CAMP, LADERA RANCH ELEMENTARY SCHOOL – LEISURE CARE
NURSES REGISTRY**

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 health services from a certified licensed vocational nurse to students from Ladera Ranch Elementary School while attending science camp (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: \$38.00 per hour
Funding Source: Gift

STAFF RECOMMENDATION

It is recommended the Board approve this consulting agreement to provide health services at science camp for Ladera Ranch Elementary School students – Leisure Care Nurses Registry.



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Leisure Care Nurses Registry hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Health services provided by a
licensed vocational nurse.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on November 15, 2010, and will diligently perform as required and complete performance by June 30, 2011.

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EXHIBIT A
(1 of 8)

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:

Leisure Care Nurses Registry
30131 Town Center Dr. #205
Laguna Niguel, CA 92677

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: Leisure Care Nurses Registry CONTRACT No. 11011069

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 27th DAY OF October, 2010.

Capistrano Unified School District
Name of District

By: _____

Terry Fluent
Typed Name

Director, Purchasing
Title

October 26, 2010
Board Approval Date

Leisure Care Nurses Registry
Contractor Name

Signature: Sharon Brookshire

Sharon Brookshire
Typed or Printed Name

President
Title

20-1363515
Taxpayer Identification Number

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EXHIBIT A
(7 of 8)

EXHIBIT A

FEE SCHEDULE

Leisure Care Nurses Registry
30131 Town Center Drive, #205
Laguna Niguel, CA 92677
(949)363-7401

Licensed Vocational Nurse (LVN) - \$38.00

By: Jim Brookshire Date: 10 - 11 - 10

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

November 9, 2010

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **CONSULTING AGREEMENT, PHYSICAL EDUCATION AND SPORTS
TRAINING AT OSO GRANDE ELEMENTARY SCHOOL – CREATIVE
GYMNASTICS**

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 physical education and sports training at Oso Grande Elementary School – Creative Gymnastics (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: \$1,500 per month, not to exceed \$15,000
Funding Source: PTA

STAFF RECOMMENDATION

It is recommended the Board approve this consulting agreement for physical education and sports training at Oso Grande Elementary School – Creative Gymnastics.



INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Physical education and sports
classes.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on September 8, 2010, and will diligently perform as required and complete performance by June 30, 2011.

1

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:	CONTRACTOR:
<u>Terry Fluent, Director, Purchasing</u>	<u>Creative Gymnastics</u>
<u>Capistrano Unified School District</u>	<u>46 Tuberosa</u>
<u>33122 Valle Road</u>	<u>Ladera Ranch, CA 92694</u>
<u>San Juan Capistrano, CA 92675</u>	<u>(949) 351-1041</u>

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: Creative Gymnastics CONTRACT No. 11011070

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 27th DAY OF October, 2010.

Capistrano Unified School District

Name of District

By: _____

Terry Fluent

Typed Name

Director, Purchasing


Title

October 26, 2010

Board Approval Date

Creative Gymnastics

Contractor Name

Signature: 

Typed or Printed Name

Title

Taxpayer Identification Number

EXHIBIT A
(7 of 8)



Contract

Oso Grande Elementary School

30251 Sienna Pkwy
Mission Viejo, CA 92694

Students	Description	Total
1-5th Grade	Physical Education/ Noon sports Classes Monday-Friday 11:15 - 12:45 pm	\$1,500.00 per month
	\$1,500.00 paid on 5th each month to Creative Gymnastics Starting September 2010 - ending June 2011	
	Total amount due	\$15,000.00

Randy Davison
Signature
Aug 30 2010
Date

P. Watkins
Signature
Oct. 5, 2010
Date

Thank You for business!

Exhibit A

46 Tuberosa Ladera Ranch, CA 92694 (949) 351-1041 / creativegymnastics@cox.net

EXHIBIT A
(8 of 8)

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

November 9, 2010

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **AUTHORIZATION TO UTILIZE CONTRACT NO. GS-35F-0717R, PRE-OWNED AND REFURBISHED CISCO SYSTEMS NETWORKING EQUIPMENT, U.S. GENERAL SERVICES ADMINISTRATION (GSA) – NETWORK HARDWARE RESALE, INC.**

BACKGROUND INFORMATION

School boards have the authority to “piggyback” on another public agency’s bid, per Public Contract Code §20118, when it is in the best interest of a district. It is often advantageous to utilize piggyback bids when contract items are identical to the district’s specifications. Using piggyback contracts saves time and often provides lower prices than a single jurisdiction would be able to obtain.

Per Board Policy 3311, the District may purchase materials, supplies, and equipment without advertising for bids by utilizing another public agency’s contract.

The District has reviewed the awarding public agency’s bid carefully for the following items:

1. Verification of advertisement
2. Specific terms and conditions of the bid, including the clause which gave notice to potential bidders that other agencies may purchase/lease identical items at the same prices and upon the same terms and conditions
3. Award of contract (copy of the agenda item explaining the award)
4. Verification that the awarding agency actually purchased/leased the personal property
5. Extensions of the contract, if any
6. The awarded bid contract price is at (or lower than) what the District could have obtained otherwise
7. The bid price received by another public agency’s contract has been determined not to be a conflict of interest on the part of the District or violate Capistrano Unified School District Board Policy 9270

CURRENT CONSIDERATIONS

This agenda item requests Board approval to utilize GSA Contract No. GS-35F-0717R, Pre-owned and Refurbished Cisco Systems Networking Equipment. This contract allows the District another option as funds become available and the need arises to purchase networking equipment with the potential to save staff time, District resources, and to streamline the process of purchasing the products. Utilizing this bid will enable the District to procure the above items at competitive contract pricing from Network Hardware Resale, Inc.

Due to the size of the GSA contract and award, the documentation will be posted online in the CUSD Board Agendas and Supporting Documentation page.

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

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

It is recommended the Board of Trustees authorize the use of GSA Contract No. GS-35F-0717R, Pre-owned and Refurbished Cisco Systems Networking Equipment under the same terms and conditions of the public agency's contract.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

November 9, 2010

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **AUTHORIZATION TO UTILIZE CONTRACT NO. 7-08-70-13, CISCO NETWORKING COMMUNICATIONS AND MAINTENANCE, WESTERN STATES CONTRACTING ALLIANCE (WSCA) – VARIOUS VENDORS**

BACKGROUND INFORMATION

School boards have the authority to “piggyback” on another public agency’s bid, per Public Contract Code §20118, when it is in the best interest of a district. It is often advantageous to utilize piggyback bids when contract items are identical to the district’s specifications. Using piggyback contracts saves time and often provides lower prices than a single jurisdiction would be able to obtain.

Per Board Policy 3311, the District may purchase materials, supplies, and equipment without advertising for bids by utilizing another public agency’s contract.

The District has reviewed the awarding public agency’s bid carefully for the following items:

1. Verification of advertisement
2. Specific terms and conditions of the bid, including the clause which gave notice to potential bidders that other agencies may purchase/lease identical items at the same prices and upon the same terms and conditions
3. Award of contract (copy of the agenda item explaining the award)
4. Verification that the awarding agency actually purchased/leased the personal property
5. Extensions of the contract, if any
6. The awarded bid contract price is at (or lower than) what the District could have obtained otherwise
7. The bid price received by another public agency’s contract has been determined not to be a conflict of interest on the part of the District or violate Capistrano Unified School District Board Policy 9270

CURRENT CONSIDERATIONS

This agenda item requests Board approval to utilize WSCA Contract No. 7-08-70-13, Cisco Networking Communications and Maintenance. This contract allows the District another option as funds become available and the need arises to purchase networking communications and maintenance with the potential to save staff time, District resources, and to streamline the process of purchasing the products. Utilizing this bid will enable the District to procure the above items at competitive contract pricing using the Authorized California Fulfillment Partners (Exhibit A).

Due to the size of the WSCA contract and award, the documentation will be posted online in the CUSD Board Agendas and Supporting Documentation page.

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

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

It is recommended the Board of Trustees authorize the use of WSCA Contract No. 7-08-70-13, Cisco Networking Communications and Maintenance under the same terms and conditions of the public agency's contract.

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)
CISCO EQUIPMENT AND SERVICES
USER INSTRUCTIONS**

Cisco Authorized California Fulfillment Partners

Western States Contracting Alliance (WSCA) – CALIFORNIA

The following Cisco Fulfillment Partners 1) currently qualify under Cisco's established partner selection criteria for the above-referenced Cisco WSCA Agreement, and 2) have been approved by the State of California to participate as Cisco Fulfillment Partners under that agreement:

Partner Name: Primary Business Address	Federal ID and Small Bus. No.	Partner's Customer Primary Point of Contact	P.O. Disputes
Network Integration Partners Inc. 11981 Jack Benny Drive, Suite 103 Rancho Cucamonga CA, 91739	02-0807855 Small Bus. ID 50507	Doreen Fiola Solutions Group Manager 909-919-2806 direct 909-919-7997 fax dfiola@nicpartnersinc.com	www.nicpartnersinc.com
Quest Media & Supplies, Inc. 5822 Roseville Road Sacramento, CA 95842	94-2838096	Kerri Marshall Customer Service Mgr. 916.609.8007 916.344.5907 Kerri_marshall@questsys.com	www.questsys.com
Western Blue Corporation 9745 Business Park Drive, Ste A Sacramento CA, 95827	94-2916619	Brian Gai V.P. Sales 916.804.1419 mobile 916.366.0708 office 916.366.0805 direct 1-800-660-0430 916.366.0776 fax bgai@westernblue.com	Western Blue has a 100% Satisfaction policy www.westernblue.com sales@westernblue.com
Metronome, Inc. 2154 Michelson Drive, Suite A Irvine, CA 92512	36-4492036 Small Bus. ID 17609	Myrna Santana Sales Support 714.429.0031, ext. 4234 714.429.0038 fax Myrna.santana@metronome.net	http://www.metronome.net/disputer_resolution.asp
AT&T Services, Inc. 2600 Camino Ramon San Ramon, CA 94583	94-0745535	Merilynne O'Brien Sr. Contracts Manager Phone: (925) 824-9727 Fax: (925) 973-0858 Email: mo3917@att.com	Email: mo3917@att.com
BEAR Data 300 Broadway St. Suite 20 San Francisco, CA 94133	20-1819856	Don James, CEO Phone: 415-788-1501 Fax: 415-788-1511 Email: djames@bdata.com	http://www.bdata.com/terms.php

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)
CISCO EQUIPMENT AND SERVICES
USER INSTRUCTIONS**

Partner Name, Primary Business, Address	Federal ID and Small Bus No.	Partner's Customer Primary Point of Contact	P.O. Disputes
CDW Government Inc. 230 N. Milwaukee Ave Vernon Hills, Illinois 60061	36-4230110	Wilson Garcia 312-705-3363 wilsgar@cdw.com	www.cdw.com
AMS.NET, Inc. 502 Commerce Way Livermore CA 94551	94-3291626	Thomas M Vasconi 925-245-6128 925-960-6628 tvasconi@ams.net	www.ams.net
NEC Unified Solutions, Inc. 6535 North State Highway 161 Irving, Texas 75039-2402	20-0665337	Jack Jaffe Director Of Enterprise Sales 310 709-5250 jjaffe@necunified.com	Disputes regarding WSCA participation payments: Email: mclark@necunified.com Disputes regarding WSCA service or performance, see Point of Contact.
Evolve Technology Group 233 Technology Way Suite 4 Rocklin, CA. 95746	94-3313377 Small Bus ID: 25850	Robert Johnson, President Phone Phone: (916) 577-2184 Fax: (916) 577-1076 rjohnson@go-evolve.com	www.go-evolve.com
MTM Technologies 5060 California Ave #930 Bakersfield, CA 93309	13-3354896	Brian Jenkins Regional Director Phone: 949-261-3776 Cell: 661-809-2418 Fax: 661-616-0596 bjenkins@mtm.com	http://www.mtm.com/government/index.asp
Nexus IS, Inc. 27202 W. Turnberry Lane, Ste. 100 Valencia, CA 91355	20-0549497	Thomas Lyon, VP Phone: (661) 775-2494 Fax: (661) 362-7494 Thomas.lyon@nexusis.com	Thomas.lyon@nexusis.com
IBM Corporation 2710 Gateway Oaks Drive Suite 200 Sacramento, CA 95833	13-0871985	Maria Lawrence-Kenney Phone: (916) 606-7554 Fax: (916) 641-4115 mekinney@us.ibm.com	mekinney@us.ibm.com

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

November 9, 2010

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **AWARD OF BID NO. 1011-07, CO-CURRICULAR BUS SERVICE –
VARIOUS VENDORS**

BACKGROUND INFORMATION

At the July 13, 2010, Board meeting, the Board of Trustees authorized advertising for bids for Co-Curricular Bus Service. This bid was properly advertised and bid documents were distributed to 12 vendors, seven of whom submitted bids.

Three categories of transportation services are provided under this contract:

- Category #1 Provide school buses
- Category #2 Provide CHP-approved School Pupil Activity Buses (recliners and restrooms)
- Category #3 Wheelchair usage

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

1. Bid Form
2. Non-Collusion Affidavit
3. Information Required of Bidder
4. Drug-free Workplace Certification
5. Certification – Criminal Records Check
6. Most Recent Terminal Inspection

Prior to executing a contract, the District will perform a terminal inspection and the company will be required to file a Certificate of Insurance and required certifications.

The initial term of this contract is November 10, 2010, through November 9, 2011, with two one-year renewal periods at the option of the Board of Trustees as allowed by Education Code §17596. This contract will be utilized for co-curricular bus service as needed.

CURRENT CONSIDERATIONS

This agenda item requests the award of Bid No. 1011-07, Co-Curricular Bus Service to the following companies:

1. Certified Transportation Services, Inc.
2. Hot Dogger Tours, Inc. dba Gold Coast Tours
3. JFK Transportation Co., Inc.
4. Roadways International, Inc.
5. Southern California Gray Line
6. Transportation Charter Services, Inc.

For each of the three categories of transportation services, a primary, secondary, and alternate company has been identified (Exhibit A). The award was based on bid prices submitted and the findings of the terminal inspections completed to date (Exhibit B). Due to the urgency to award Category #1 “Provide school buses,” these terminal inspections were first priority. Award of Category #2 and #3 will be subject to change, pending terminal inspections. Any changes will be brought to the Board of Trustees for approval. Per Public Contract Code §39802, in order to procure transportation services at the lowest possible cost consistent with proper and satisfactory service, the Board of Trustees may award the contract for the service to other than the lowest bidder.

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

FINANCIAL IMPLICATIONS

Funds for co-curricular bus service will come from appropriate accounts, including ASB and parent support groups.

STAFF RECOMMENDATION

It is recommended the Board of Trustees award Bid No. 1011-07, Co-Curricular Bus Service to Certified Transportation Services, Inc.; Hot Dogger Tours, Inc. dba Gold Coast Tours; JFK Transportation Co Inc; Roadways International, Inc; Southern California Gray Line; and Transportation Charter Services, Inc.

**CAPISTRANO UNIFIED SCHOOL DISTRICT
CO-CURRICULAR BUS SERVICE
BID NO. 1011-07**

BID RECAP

Category #1 Provide school buses:

Vendors	Certified Transportation	Hot Dogger Tours dba Gold Coast Tours	JFK Transportation	Liberty Charter	Roadways International	So. CA Gray Line	Transportation Charter
Award	Secondary		Primary				Alternate
Number of Contractor Buses – 72 Capacity	13	No Bid	1	6	No Bid	No Bid	2
Min 1 Hour	\$ 358.00		\$ 75.00	\$ 240.00			\$ 390.00
Rate per Hour Over Time	\$ 62.50						\$ 65.00
Min. 2 Hours	\$ 378.00		\$ 150.00	\$ 240.00			\$ 390.00
Rate per Hour Over Time	\$ 62.50						\$ 65.00
Min. 3 Hours	\$ 378.00		\$ 225.00	\$ 240.00			\$ 390.00
Rate per Hour Over Time	\$ 62.50			\$ 60.00			\$ 65.00
Min. 4 Hours	\$ 378.00		\$ 300.00	\$ 300.00			\$ 390.00
Rate per Hour Over Time	\$ 62.50		\$ 65.00	\$ 49.00			\$ 65.00
Number of Contractor Buses – 78 Capacity	12	No Bid	2 77, 78 capacity	6	No Bid	No Bid	3 79 capacity
Min. 1 Hours	\$ 364.00		\$ 75.00	\$ 240.00			\$ 455.00
Rate per Hour Over Time	\$ 64.00						\$ 70.00
Min. 2 Hours	\$ 384.00		\$ 150.00	\$ 240.00			\$ 455.00

**CAPISTRANO UNIFIED SCHOOL DISTRICT
CO-CURRICULAR BUS SERVICE
BID NO. 1011-07**

BID RECAP

Vendors	Certified Transportation	Hot Dogger Tours dba Gold Coast Tours	JFK Transportation	Liberty Charter	Roadways International	So. CA Gray Line	Transportation Charter
Award	Secondary		Primary				Alternate
Rate per Hour Over Time	\$ 64.00						\$ 70.00
Min. 3 Hours	\$ 384.00		\$ 225.00	\$ 240.00			\$ 455.00
Rate per Hour Over Time	\$ 64.00			\$ 60.00			\$ 70.00
Min. 4 Hours	\$ 384.00		\$ 300.00	\$ 300.00			\$ 455.00
Rate per Hour Over Time	\$ 64.00		\$ 65.00	\$ 49.00			\$ 70.00
Number of Contractor Buses – 84 Capacity	14	No Bid	1 87 capacity	6	No Bid	No Bid	3 80 capacity
Min. 1 Hour	\$ 372.00		\$ 75.00	\$ 240.00			\$ 455.00
Rate per Hour Over Time	\$ 65.50						\$ 70.00
Min. 2 Hours	\$ 392.00		\$ 150.00	\$ 240.00			\$ 455.00
Rate per Hour Over Time	\$ 65.50						\$ 70.00
Min. 3 Hours	\$ 392.00		\$ 225.00	\$ 240.00			\$ 455.00
Rate per Hour Over Time	\$ 65.50			\$ 60.00			\$ 70.00
Min. 4 Hours	\$ 392.00		\$ 300.00	\$ 300.00			\$ 455.00
Rate per Hour Over Time	\$ 65.50		\$ 65.00	\$ 49.00			\$ 70.00

**CAPISTRANO UNIFIED SCHOOL DISTRICT
CO-CURRICULAR BUS SERVICE
BID NO. 1011-07**

BID RECAP

Vendors	Certified Transportation	Hot Dogger Tours dba Gold Coast Tours	JFK Transportation	Liberty Charter	Roadways International	So. CA Gray Line	Transportation Charter
Award	Secondary		Primary				Alternate
Number of Contractor Buses – 90 Capacity	No Bid	No Bid	No Bid	1	No Bid	No Bid	6 91 capacity
Min. 1 Hour				\$ 240.00			\$ 475.00
Rate per Hour Over Time							\$ 75.00
Min. 2 Hours				\$ 240.00			\$ 475.00
Rate per Hour Over time							\$ 75.00
Min. 3 Hours				\$ 240.00			\$ 475.00
Rate per Hour Over Time				\$ 60.00			\$ 75.00
Min. 4 Hours				\$ 300.00			\$ 475.00
Rate Per Hour Over time				\$ 49.00			\$ 75.00

**CAPISTRANO UNIFIED SCHOOL DISTRICT
CO-CURRICULAR BUS SERVICE
BID NO. 1011-07**

BID RECAP

Category #2 Provide SPAB approved recliners with restrooms									
Vendors	Certified Transportation	Hot Dogger Tours dba Gold Coast Tours	JFK Transportation	Liberty Charter	Roadways International ***	So. CA Gray Line	Transportation Charter		
Award	Alternate				Secondary	Primary			
Number of Contractor Buses – 37 Capacity	No Bid	No Bid	No Bid	6	No Bid	No Bid	1 38 capacity		
Min. 2 Hours				\$ 285.00			\$ 460.00		
							\$ 85.00		
Min. 3 Hours				\$ 285.00			\$ 460.00		
				\$ 70.00			\$ 85.00		
Min. 4 Hours				\$ 355.00			\$ 460.00		
				\$ 70.00			\$ 85.00		
Min. 5 Hours				\$ 425.00			\$ 545.00		
				\$ 70.00			\$ 85.00		
Rate Per Hour Over Time									
Number of Contractor Buses - 47 Capacity	3	14	No Bid	6	5	7	4		
Min. 2 Hours	\$ 499.00	No Bid		\$ 285.00	\$ 450.00	\$ 300.00	\$ 515.00		
Rate per Hour Over Time	\$ 81.50				\$ 85.00	\$ 75.00	\$ 95.00		
Min. 3 Hours	\$ 499.00	\$ 350.00*		\$ 285.00	\$ 450.00	\$ 300.00	\$ 515.00		
Rate per Hour Over Time	\$ 81.50			\$ 70.00	\$ 85.00	\$ 75.00	\$ 95.00		
Min. 4 Hours	\$ 499.00	No Bid		\$ 355.00	\$ 450.00	\$ 375.00	\$ 515.00		

**EXHIBIT A
(4 of 6)**

**CAPISTRANO UNIFIED SCHOOL DISTRICT
CO-CURRICULAR BUS SERVICE
BID NO. 1011-07**

BID RECAP

Vendors	Certified Transportation	Hot Dogger Tours dba Gold Coast Tours	JFK Transportation	Liberty Charter	Roadways International ***	So. CA Gray Line	Transportation Charter
Award	Alternate				Secondary	Primary	
Rate per Hour Over Time	\$ 81.50			\$ 70.00	\$ 85.00	\$ 75.00	\$ 95.00
Min. 5 Hours	\$ 499.00	\$ 500.00**		\$ 425.00	\$ 450.00	\$ 400.00	\$ 610.00
Rate per Hour Over Time	\$ 81.50	\$ 85.00**		\$ 70.00	\$ 85.00	\$ 75.00	\$ 95.00
Number of Contractor Buses – 53 Capacity	9 55 capacity	22 56 capacity	No Bid	6	2 56 capacity	26 55 capacity	6 56 capacity
Min. 2 Hours	\$ 555.00	No Bid		\$ 285.00	\$ 550.00	\$ 325.00	\$ 640.00
Rate per Hour Over Time	\$ 91.75				\$ 90.00	\$ 85.00	\$ 110.00
Min. 3 Hours	\$ 555.00	\$ 375.00*		\$ 285.00	\$ 550.00	\$ 325.00	\$ 640.00
Rate per Hour Over Time	\$ 91.75			\$ 70.00	\$ 90.00	\$ 85.00	\$ 110.00
Min. 4 Hours	\$ 555.00	No Bid		\$ 355.00	\$ 550.00	\$ 410.00	\$ 640.00
Rate per Hour Over Time	\$ 91.75			\$ 70.00	\$ 90.00	\$ 85.00	\$ 110.00
Min. 5 Hours	\$ 555.00	\$ 550.00**		\$ 425.00	\$ 550.00	\$ 425.00	\$ 750.00
Rate per Hour Over Time	\$ 91.75	\$ 90.00**		\$ 70.00	\$ 90.00	\$ 85.00	\$ 110.00

**CAPISTRANO UNIFIED SCHOOL DISTRICT
CO-CURRICULAR BUS SERVICE
BID NO. 1011-07**

BID RECAP

Category #3 Wheelchair usage :

Vendors	Certified Transportation	Hot Dogger Tours dba Gold Coast Tours	JFK Transportation	Liberty Charter	Roadways International	So. CA Gray Line	Transportation Charter
Award	Secondary	Alternate				Primary	
Number of Contractor Buses	1- mini bus 1-2 wheel-chair capacity configuration	2 2 wheelchair capacity	No Bid	No Bid	No Bid	9 2 wheelchair capacity	1 2 wheelchair capacity
Min. 5 Hours	\$ 439.00	\$ 500.00***				\$ 425.00	\$ 750.00
Rate Per Hour Over Time	\$ 69.50	\$ 85.00***				\$ 85.00	\$ 110.00
Number of Contractor Buses	4 school bus 1-7 wheel-chair capacity configuration						
Min. 5 Hours	\$ 410.00						
Rate Per Hour Over Time	\$ 69.00						
Number of Contractor Buses	2 SPAB coach 1-2 wheel-chair capacity configuration						
Min. 5 Hours	\$ 555.00						
Rate Per Hour Over Time	\$ 91.75						

*Hot Dogger Tours, Inc. dba Gold Coast Tours – if one way transfers exceed 3 hours or 100 miles total trip will automatically convert to 5 hours.

**Hot Dogger Tours, Inc. dba Gold Coast Tours – rates subject to and do not include 1% PUC tax and fuel surcharge ranging between 0% and 20% depending on actual fuel prices.

***Roadways International, Inc. – extra mileage charges for overnight charter

CAPISTRANO UNIFIED SCHOOL DISTRICT
Aliso Viejo, CA.92656

October 8, 2010

TO: Michael Patton, Director, Transportation

FROM: Patrick Tavernier, Supervisor, Safety and Training

SUBJECT: Charter Bus Inspections

This memo is a summary of the recent charter bus inspections concerning the various companies who provided bids to perform activity/athletic trips for Capistrano Unified School District.

The inspections were performed by Patrick Tavernier, Supervisor, Safety and Training, and Sergio Mendoza, Heavy Duty Mechanic, Transportation Department. The following is an account of the findings based on overall terminal rating:

1. Transportation Charter:
Terminal Inspection 10/5/2010 Pass - Vehicle and driver records were found in excellent order and in compliance with State and Federal regulations. 20% (5 buses) of the fleet inspected by heavy duty mechanic and no vehicle safety defects found. All vehicles were very clean. They operate a total 33 buses (12 school bus, 2 SPAB and 19 Recliners – MCI's Prevost). They employ 18 full-time drivers and 10 Part-time. All drivers are required to wear uniforms and the buses are equipped with accident cameras. Current California Highway Patrol (CHP) safety compliance report is satisfactory. 11/3/09
2. Certified Transportation:
Terminal Inspection 10/6/2010 Pass - Vehicle and driver records were well maintained and in compliance with State and Federal regulations. The heavy duty mechanic inspected four (4) buses and found no vehicle safety defects. All buses were clean and well maintained. They operate a total of 60 buses (49 school bus 16 recliners). 80% of the buses are equipped with 2 pt lap restraints and surveillance systems. They employ 67 drivers, all of which are mountain, snow and ice certified. The drivers are required to wear uniforms. Current California Highway Patrol (CHP) safety compliance report is satisfactory 02/23/10.
3. JFK Transportation:
Terminal Inspection 10/6/2010 Pass - Vehicle and driver records in good order and in compliance with State and Federal regulations. Heavy duty mechanic found several defects on some vehicles (mainly torn seats and low tire tread). The buses were in okay shape. However, they were not as clean or maintained as we would like to see. They operate a total of 11 buses (9 School Buses and 2 mini

EXHIBIT B
(1 of 2)

coach vans 25 passengers). They have 9 regular drivers and 2 substitutes on payroll. The 9 school buses are not equipped with lap or shoulder restraint systems. There are no surveillance systems in the buses. The drivers are not mountain certified nor are the buses equipped to handle mountain terrain. Current California Highway Patrol (CHP) safety compliance report is satisfactory.
05/04/10 Pass

4. Liberty Charter:

Terminal Inspection 9/15/2010 Fail - Vehicle and driver records below standards (not well maintained). There were some driver records not available (i.e. pull notice and accident record) required by State and Federal Regulations. There were many vehicle defects noted on all bus inspections (5 buses), which would be serious enough to red tag buses (i.e. bus seat frames broken, steering and exhaust leaks etc.) They have a total of 9 buses (3 school buses and 6 SPAB). They employ 13 drivers. Buses are not in the safest condition nor equipped to handle mountain terrain. Current California Highway Patrol (CHP) safety compliance report of satisfactory 4-13-10. However, I do not recommend using this company based on numerous vehicle safety and record defects.

Patrick Tavernier
Supervisor, Safety and Training
CUSD Transportation Department
949.489.7327

EXHIBIT B
(2 of 2)

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

November 9, 2010

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **EXTENSION OF BID NO. 0809-04, CUSTODIAL SUPPLIES, PAPER PRODUCTS, LINERS, AND LAMPS – VARIOUS VENDORS**

BACKGROUND INFORMATION

At the December 8, 2008, Board meeting, the Board of Trustees awarded Bid No. 0809-04, Custodial Supplies, Paper Products, Liners, and Lamps to the following companies for districtwide use for the 2008-2009 school year:

1. E-Poly Star, Inc. (standard and green liner portion)
2. P&R Paper Supply Co., Inc. (standard paper portion)
3. Waxie Sanitary Supply (green paper portion)
4. West Lite Supply Co., Inc. (lamp portion)

This bid called for an original contract term of December 9, 2008, through December 8, 2009, with two one-year renewal periods at the option of the Board of Trustees. The renewal period may not exceed 24 months as allowed by California Education Code §17596.

The District has purchased approximately \$398,772 in custodial supplies to date utilizing this bid.

CURRENT CONSIDERATIONS

This agenda item seeks approval to extend Bid No. 0809-04 Custodial Supplies, Paper Products, Liners, and Lamps for the second and final renewal period. Upon Board approval, the Extension Agreements (Exhibit A) will be executed for the period December 9, 2010, through December 8, 2011.

In light of the current fiscal crisis, a letter was sent to the contractors requesting the company submit reduced costs for the 2010-2011 renewal periods (Exhibit B). E-Poly Star, Inc. will extend the contract with reduced pricing on the standard liner portion and same pricing on the green liner portion; P&R Paper Supply Co., Inc. will extend the contract at the same pricing; Waxie Sanitary Supply will extend the contract at the same pricing; and West-Lite Supply Co.,

Extension of Bid No. 0809-04, Custodial Supplies, Paper Products, Liners, and Lamps – Various Vendors

November 9, 2010

Page 2

Inc. will extend the contract with a slight price increase on three items for the next 12 months (Exhibit C). All other terms and conditions remain the same as the original agreement.

FINANCIAL IMPLICATIONS

Funding used to purchase these supplies will come from the appropriate accounts.

STAFF RECOMMENDATION

It is requested the Board of Trustees approve the extension of Bid No. 0809-04, Custodial Supplies, Paper Products, Liners, and Lamps to E-Poly Star, Inc.; P&R Paper Supply Co., Inc.; Waxie Sanitary Supply; and West-Lite Supply, Inc. for the second renewal term of December 9, 2010, through December 8, 2011.

EXTENSION OF AGREEMENT
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
E-POLY STAR, INC.
LINERS (STANDARD AND GREEN) PORTION

Bid No. 0809-04 – Custodial Supplies – Paper Products, Liners, and Lamps called for an original contract period of December 9, 2008 through December 8, 2009, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code §17596.

The contract with E-Poly Star, Inc., pursuant to Bid No.0809-04, shall be extended an additional 12 months, for the period December 9, 2010, through December 8, 2011 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on November 9, 2010.

Except as set forth in this Extension Agreement, and Board approved on December 8, 2008, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

E-Poly Star, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

**P&R PAPER SUPPLY, INC.
PAPER (STANDARD) PORTION**

Bid No. 0809-04 – Custodial Supplies – Paper Products, Liners, and Lamps called for an original contract period of December 9, 2008 through December 8, 2009, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code §17596.

The contract with P&R Paper Supply, Inc., pursuant to Bid No.0809-04, shall be extended an additional 12 months, for the period December 9, 2010, through December 8, 2011 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on November 9, 2010.

Except as set forth in this Extension Agreement, and Board approved on December 8, 2008, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

P&R Paper Supply, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

**EXHIBIT A
(2 of 4)**

EXTENSION OF AGREEMENT
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
WAXIE SANITARY SUPPLY
PAPER PRODUCTS (GREEN) PORTION

Bid No. 0809-04 – Custodial Supplies – Paper Products, Liners, and Lamps called for an original contract period of December 9, 2008 through December 8, 2009, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code §17596.

The contract with Waxie Sanitary Supply pursuant to Bid No.0809-04, shall be extended an additional 12 months, for the period December 9, 2010, through December 8, 2011 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on November 9, 2010.

Except as set forth in this Extension Agreement, and Board approved on December 8, 2008, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Waxie Sanitary Supply

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT A
(3 of 4)

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

**WEST-LITE SUPPLY CO., INC.
LAMPS PORTION**

Bid No. 0809-04 – Custodial Supplies – Paper Products, Liners, and Lamps called for an original contract period of December 9, 2008 through December 8, 2009, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code §17596.

The contract with West-Lite Supply Co., Inc., pursuant to Bid No.0809-04, shall be extended an additional 12 months, for the period December 9, 2010, through December 8, 2011 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on November 9, 2010.

Except as set forth in this Extension Agreement, and Board approved on December 8, 2008, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

West-Lite Supply Co., Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

**EXHIBIT A
(4 of 4)**



Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9441/FAX 493-4083

September 08, 2010

BOARD OF TRUSTEES

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SUE PALAZZO

MICHAEL S. WINSTEN

SUPERINTENDENT

JOSEPH M. FARLEY, Ed. D.

Beverly Cantal
Sales Manager
E-Poly Star, Inc.
2085 Burroughs Avenue
San Leandro, CA 94577

**Subject: Bid No. 0809-04 – Custodial Supplies
Paper Products, Liners and Lamps**

Liner (Standard and Green) Portion

Dear Ms. Cantal:

Your current contract for supplies to the Capistrano Unified School District, as referenced above, will expire on December 8, 2010.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period December 9, 2010 through December 8, 2011. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Wednesday, October 6, 2010.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

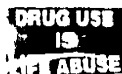
If you have any questions, please contact me at (949) 234-9437.

Sincerely,

Vicki Byers
Buyer/Planner, Purchasing

enc.

**EXHIBIT B
(1 of 4)**





Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9441/FAX 493-4083

September 8, 2010

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MICHAEL S. WINSTEN

SUPERINTENDENT

JOSEPH M. FARLEY, Ed. D.

Catherine Becker, Controller
P&R Paper Supply Co.
P.O. Box 590
1898 E. Colton Avenue
Redlands, CA 92373-0201

**Subject: Bid No. 0809-04 – Custodial Supplies
Paper Products, Liners and Lamps**

Paper Products (Standard) Portion

Dear Ms. Becker:

Your current contract for supplies to the Capistrano Unified School District, as referenced above, will expire on December 8, 2010.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period December 9, 2010 through December 8, 2011. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Wednesday, October 6, 2010.**

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Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9437.

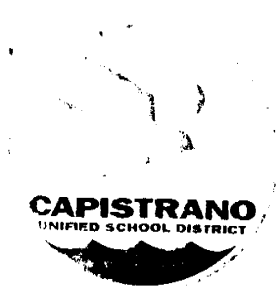
Sincerely,

Vicki Byers
Buyer/Planner, Purchasing



enc.

EXHIBIT B
(2 of 4)



Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9441/FAX 493-4083

September 8, 2010

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MICHAEL S. WINSTEN

SUPERINTENDENT

JOSEPH M. FARLEY, Ed. D

Robert Smith
Vice President Finance
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply
P.O. Box 23506
San Diego, CA 92193-3506

**Subject: Bid No. 0809-04 – Custodial Supplies
Paper Products, Liners and Lamps**

Paper Products (Green) Portion

Dear Mr. Smith:

Your current contract for supplies to the Capistrano Unified School District, as referenced above, will expire on December 8, 2010.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period December 9, 2010 through December 8, 2011. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Wednesday, October 6, 2010.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

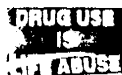
If you have any questions, please contact me at (949) 234-9437.

Sincerely,

Vicki Byers
Buyer/Planner, Purchasing

enc.

EXHIBIT B
(3 of 4)





Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

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September 8, 2010

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MICHAEL S. WINSTEN

John Fermin
Director of Government Accounts
West-Lite Supply Co., Inc.
12951 166th Street
Cerritos, CA 90703

**Subject: Bid No. 0809-04 – Custodial Supplies
Paper Products, Liners and Lamps**

Lamps Portion

SUPERINTENDENT

JOSEPH M. FARLEY, Ed. D.

Dear Mr. Fermin:

Your current contract for supplies to the Capistrano Unified School District, as referenced above, will expire on December 8, 2010.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period December 9, 2010- through December 8, 2011. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Wednesday, October 6, 2010.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

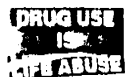
If you have any questions, please contact me at (949) 234-9437.

Sincerely,

Vicki Byers
Buyer/Planner, Purchasing

enc.

EXHIBIT B
(4 of 4)



Capistrano Unified School District

'10 OCT 8 PM 2:11

Bid No. 0809-04
Custodial Supplies
Paper Products, Liners and Lamps

Liners (Standard)

E-Poly Star, Inc.

Item No.	Product Description "Standard Product"	Brand Vendor Bidding	Unit Price	
			2009/2010	2010/2011
8	Liner, 45 gallon, 23x17x46, 1.5mil, Low density, black, 200/cs	Poly Star PSL-4046-15B 200/cs	\$29.40	28.76
9	Liner, 45 gallon, 23x17x46, 1.5mil, Low density, clear, 200/cs	Poly Star PSL-4046-15C 200/cs	\$41.00	38.00
10	Liner, 13x4x17, .45mil, low density, black, 1000/cs,	Poly Star PSL-1717-045B 1000/cs	\$16.00	\$ 15.00
11	Liner, wastebasket, .8mil, low density, black, 500/cs	Poly Star PSL-2432-08B 500/cs	\$21.00	19.25

EXHIBIT C
(1 of 5)

Capistrano Unified School District

**Bid No. 0809-04
Custodial Supplies
Paper Products, Liners and Lamps**

Paper Products (Standard)

P&R Paper Supply Co.

Item No	Product Description	Brand Vendor Bidding "Standard Product"	Unit Price	
			2009/2010 Pricing	2010/2011 Pricing
1	Paper towels, folded, white, 2-ply, 250/pkg., 16pkg/cs	SCA SB1840 250/pkg, 16pkg/cs 70cs/plt	\$19.80	19.80
2	Paper towels, C-fold, 4-1/2"x8-1/2"	SCA CB530 150/pkg, 16pkg/cs 54cs/plg	\$22.95	22.15
3	Facial tissue, white, 125shts/bx, 30bx/cs	Nice n/ Soft G44206 100shts/box, 30bx/cs 70cs/plt	\$14.95	14.15
4	Sanitary napkins, 8", adhesive strip, 8"x3-3/6", 250/cs	Rochester Midland 8 250/cs	\$32.95	32.15
5	Toilet tissue, rolled, white, 2-ply 50shts/roll, 96rls/cs	Allied West 90295 500shts/rl, 96rls/cs 25cs/plg	\$30.35	30.35
6	Toilet seat cover, half-fold 250shts/pkg 20pkg/cs	Harmony Soft HS20250 250/pkg, 20pkg/cs 55cs/plg	\$25.95	25.15

**EXHIBIT C
(2 of 5)**

10 OCT 8 PM 2:12

Capistrano Unified School District

**Bid No. 0809-04
Custodial Supplies**

Paper Products, Liners and Lamps

Liners (Green)

E-Poly Star, Inc.

Item No	Product Description	Brand Vendor Bidding "Green Product"	Unit Price	
			2009/2010	2010/2011
8	Liner, 45 gallon, 23x17x46, 1.5mil, Low density, black 200/cs	Poly Star PSL-BIO4046-15B 200/cs	\$33.50	33.50
9	Liner, 45 gallon, 23x17x46, 1.5mil, Low density, clear 200/cs	Poly Star PSL-BIO4046-15C 200/cs	\$44.90	44.90
10	Liner, 13x4x17, .45mil, low density, black, 100cs	Poly Star PSL-BIO1717-045B 1000/cs	\$18.30	18.30
11	Liner, wastebasket, .8mil, low density, black, 500/cs	Poly Star PSL-BIO2432-08B 500/cs	\$23.40	23.40

**EXHIBIT C
(3 of 5)**

Capistrano Unified School District**Bid No. 0809-04****Custodial Supplies****Paper Products, Liners and Lamps****Paper Products (Green)****Waxie Sanitary Supply**

Item No.	Product Description	Brand Vendor Bidding	Unit Price	
			2009/2010 Pricing	2010/2011 Pricing
5	Toilet tissue, rolled, white, 2-ply, 500shts/rl, 96rls/cs	Royal Paper 2-ply #65130 500shts/rl, 96rls/cs, 25cs/plt	\$34.10	\$34.10

EXHIBIT C
(4 of 5)

Capistrano Unified School District

**Bid No. 0809-04
Custodial Supplies
Paper Products, Liners and Lamps**

Lamps

West-Lite Supply Co.

Item	Product Description	Brand Vendor	New Part	Unit Price		
No.		Bidding	number			
				2009/2010 Pricing	New Pricing	% price increased
12	Lamp, Projection, ELH, 300 Watt, 120 vold	SYLVANIA ELH	SAME PART NUMBER	\$ 4.90	\$ 5.15	5%
13	Lamp, Projection, ENX-5, 360 Watt, 86 Volt	SYLVANIA ENX-5	SAME PART NUMBER	\$ 4.18	\$ 4.38	5%
14	Lamp, Compact Fluorescent, 14watt, 800 Lumens, 10,000 hours, spiral (60watt energy Saving bulb)	TCP.28913	TCP.801023 (NEW PART NO.)	\$ 4.70	\$ 4.70	0%
15	Lamp, Fluorescent, 48', F34CW/RS/EW/ALTO, 30 PER CASE.	SYLVANIA F34CW/SS/ECO 24596	Sub - PHILIPS F34CW/RS/EW/ALTO 24470	\$ 21.60	\$ 21.90	1%
16	Lamp, Fluorescent, 48" T8 cool white, high vision, F32T8/TL741/ALTO - 25/Case.	SYLVANIA FO32/741/ECO 21999	SAME PART NUMBER	\$ 35.70	\$ 35.70	0%

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

November 9, 2010

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 two obsolete and unusable District items:

1. One Thaulsen 4-door Reach-In Refrigerator – Inoperable
2. One Koch 4-door Reach-In refrigerator – Inoperable

Upon Board approval, the District will proceed to auction these two 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

November 9, 2010

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 November 9, 2010
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. Boswell, Sheila	Inst Asst-Preschool	Voluntary	04/17/2006	07/30/2010
2. Cullen, Tina	Health Asst	Voluntary	01/04/2010	11/05/2010
3. Edge, Carey	Inst Asst-Sp Ed	Voluntary	12/03/2001	09/07/2010
4. Fifer, Barbara	LVN	Relocation	09/05/2006	09/30/2010
5. Guinn, Pamela	Independence Facilitator	Other Employ	02/26/2007	09/29/2010
6. Harding, Kendel	Independence Facilitator	Voluntary	03/01/1999	09/20/2010
7. Juarez, Julia	Food Service Worker	District Initiated	04/22/2003	11/09/2010
8. Lung, Margie	Health Asst	Relocation	09/24/1998	09/02/2010
9. Montgomery, P.	Inst Asst-Sp Ed	Other Employ	09/08/2010	10/01/2010
10. Morin, Tamara	School Bus Driver	Personal	09/24/2001	10/04/2010
11. Nash, Terry	FS Elementary Cashier	Voluntary	09/25/2006	09/01/2010
12. Nunez, Erika	Inst Asst-Preschool	Personal	02/05/2008	08/26/2010
13. Pham, Lien	Inst Asst-Sp Ed	Voluntary	09/09/2010	10/01/2010

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
14. Goodrich, Cindy	Speech & Lang Path Asst (9.5mo/40hpw)	\$3874.36 mo	R39-1	09/22/2010

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
15. Bacopulos, Dana	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	09/10/2010
16. Barrueta, Jodi	FS Elementary Cashier (9.5mo/15hpw)	\$12.67 hr	R16-1	10/15/2010
17. Braet-Foret, Debra	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	10/18/2010
18. Carrera, Tammy	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	09/27/2010
19. Castorena, Anthony	MS Campus Supervisor (9.5 mo/17.5hpw)	\$15.06 hr	R23-1	10/11/2010
20. De Stefani, Amy	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	09/10/2010
21. Dix, Sonja	Inst Asst-Preschool (9.5mo/15hpw)	\$15.42 hr	R20-3	10/14/2010
22. Galimidi-Greenfield, Beth	Independence Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	10/18/2010
23. Holden, Sue	Independence Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	09/08/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 9, 2010
Classified Employees

APPROVE EMPLOYMENT (Cont)

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
24. Jenkins, Bonnie	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$16.30 hr	R20-4	09/08/2010
25. Johnston, Heather	Inst Asst (9.5mo/17.5hpw)	\$15.04 hr	R19-3	10/11/2010
26. Lindeman, Rodger	Independence Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	10/19/2010
27. Mortensen, Krista	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.64 hr	R19-1	10/11/2010
28. Parker, Laura	Independence Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	10/14/2010
29. Pham, Lien	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	09/09/2010
30. Reynolds, Kathleen	Inst Asst-Sp Ed Preschool (9.5mo/17.5hpw)	\$13.74 hr	R19-1	09/15/2010
31. Sayegh, April	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	09/20/2010
32. Schneringer, Sheri	Independence Facilitator (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/30/2010
33. Simons, Cindy	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	10/06/2010
34. Street, Kristy	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	10/04/2010
35. Sutton, Danielle	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	09/08/2010
36. Tye, Cynthia	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	09/08/2010
37. Vera, Servando	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	09/10/2010
38. Weber, Sara	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	09/21/2010
39. Walia, Niharika	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	10/14/2010

<u>Name</u>	<u>Rescind Layoff</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
40. Jones, Donice	Inst Asst (9.5mo/17.5hpw)	\$13.64 hr	R19-1	09/08/2010
41. Mejia, Zoila	Bilingual Inst Asst (9.5mo/15hpw)	\$15.05 hr	R21-2	09/08/2010
42. Neyra-Reyes, N.	Bilingual Inst Asst (9.5mo/15hpw)	\$14.33 hr	R21-1	09/08/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 9, 2010
Classified Employees

APPROVE EMPLOYMENT (Cont)

<u>Name</u>	<u>Rescind Layoff</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
43. Werve, Candace	Inst Asst-ELD (9.5mo/15hpw)	\$19.67 hr	R19-20	09/08/2010
44. Zamora, Pena	Bilingual Community Services Liaison (9.5mo/17.5hpw)	\$16.60 hr	R23-3	09/08/2010
<u>Name</u>	<u>Recall from Layoff With Less Hours</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
45. Rodriguez, Laura	Lead FS Worker I (9.5mo/35hpw)	\$18.30 hr	R23-5	11/10/2010
<u>Name</u>	<u>Approve Reemploy Laid Off Employee</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
46. Cassarino, Lisa	Elementary Sch Clerk (10.25mo/30hpw)	\$20.69 hr	R26-6	10/04/2010
<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
47. Alesio Donahue, Cheryl	Student Supervisor	\$10.00 hr	N/A	09/22/2010
48. Andrew, Jamie	Independence Facilitator	\$13.98 hr	R22-1	09/05/2010
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	Inst Asst-Preschool	\$13.64 hr	R19-1	
49. Bergman, Linnay	Student Supervisor	\$10.00 hr	N/A	09/17/2010
50. Beukema, John	Caregiver	\$13.64 hr	R19-1	09/08/2010
51. Chavez, Beth	Clerk	\$15.06 hr	R23-1	08/28/2010
52. Craven, Stacey	Student Supervisor	\$10.00 hr	N/A	09/20/2010
53. Dill, Shari	Campus Supervisor	\$15.82 hr	R25-1	09/17/2010
54. Flaherty, Valerie	Student Supervisor	\$10.00 hr	N/A	09/20/2010
55. Fritz, Mackenzie	Caregiver	\$13.64 hr	R19-1	09/08/2010
56. Gonzalez, Salvador	Custodian	\$16.21 hr	R26-1	10/11/2010
57. Guiliano, Shelley	Student Supervisor	\$10.00 hr	N/A	10/06/2010
58. Hunt, Valerie	Student Supervisor	\$10.00 hr	N/A	09/17/2010
59. Johnson, Kerry Ann	Student Supervisor	\$10.00 hr	N/A	09/15/2010
60. Klassen, Ari	Student Supervisor	\$10.00 hr	N/A	09/29/2010
61. Mackey, Caitlan	Caregiver	\$13.64 hr	R19-1	09/08/2010
62. McDonald, Rachele	Independence Facilitator	\$13.64 hr	R22-1	10/18/2010
	Inst Asst-Sp Ed	\$13.98 hr	R20-1	
	Inst Asst-Preschool	\$14.69 hr	R19-1	
63. McDonough, N.	Food Service Worker	\$12.06 hr	R14-1	10/19/2010

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APPROVE EMPLOYMENT (Cont)

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
64. Montgomery, P.	Inst Asst-Sp Ed	\$13.98 hr	R20-1	10/04/2010
65. Mortensen, Krista	Infant/Toddler Childcare Provider	\$13.64 hr	R19-1	09/20/2010
66. Navarro, Catherine	Food Service Worker	\$12.06 hr	R14-1	09/22/2010
67. Nguyen, Anh	Food Service Worker	\$12.06 hr	R14-1	09/08/2010
68. Norton, Christina	Independence Facilitator	\$14.69 hr	R22-1	09/09/2010
69. Peper, Mishelene	Student Supervisor	\$10.00 hr	N/A	09/22/2010
70. Pirro, Brooks	Student Supervisor	\$10.00 hr	N/A	09/21/2010
71. Rhine, Julien	Student Supervisor	\$10.00 hr	N/A	10/08/2010
72. Rivera, Emily	Student Supervisor	\$10.00 hr	N/A	09/29/2010
73. Rodriguez, Magdalena	Food Service Worker	\$12.06 hr	R14-1	10/15/2010
74. Sanchez De Docheff, Francia	Bilingual Inst Asst	\$14.32 hr	R21-1	09/30/2010
75. Sandoval, Leticia	Student Supervisor	\$10.00 hr	N/A	10/08/2010
76. Turi, Cristyl	Inst Asst-Sp Ed	\$13.98 hr	R20-1	09/21/2010
	Inst Asst-Sp Ed Preschool	\$13.74 hr	R19-1	
	Independence Facilitator	\$14.69 hr	R22-1	
77. Vagi, Al	MS Campus Supervisor	\$15.06 hr	R23-1	09/17/2010
78. Zamora, Miguel	School Bus Driver	\$17.48 hr	R28-1	10/05/2010
79. Zardinejad, Mahaz	Student Supervisor	\$10.00 hr	N/A	10/04/2010

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
80. Alford, Jordan	ASB Worker	\$10.00 hr	07/01/2010-07/31/2010
81. Davila, Anne	ASB Worker	\$10.00 hr	07/31/2010-04/30/2011
82. Dennen, Karen	Student Supervisor	\$10.00 hr	09/16/2010
83. Dunne, Mike	ASB Worker	\$10.00 hr	07/09/2010-11/05/2010
84. Elston, Lisa	ASB Worker	\$10.00 hr	08/01/2010-09/30/2010
85. Goodin, Kim	Student Supervisor	\$10.00 hr	09/13/2010
86. Hill, Nicole	ASB Worker	\$10.00 hr	09/01/2010-03/30/2011
87. Kuzmic, Timothy	ASB Worker	\$10.00 hr	08/23/2010-11/05/2010
88. Lawyer, Kem	ASB Worker	\$10.00 hr	08/09/2010-11/12/2010
89. Levesque, C.	ASB Worker	\$10.00 hr	09/01/2010-06/23/2011
90. Levine, Dustin	Student Worker	\$ 8.00 hr	09/19/2010-06/30/2011
91. Lindsey, Cornelius	ASB Worker	\$10.00 hr	08/01/2010-08/31/2010
92. Liu, Chung-Yun	ASB Worker	\$10.00 hr	08/01/2010-05/31/2011
93. Marotta, Michael	Student Worker	\$ 8.00 hr	07/01/2010-09/30/2010
94. Migliaccio, V.	Student Supervisor	\$10.00 hr	09/14/2010
95. Morrissey, Joan	ASB Worker	\$10.00 hr	07/31/2010-04/30/2011
96. Post, Randy	ASB Worker	\$10.00 hr	08/16/2010-11/05/2010
97. Pytel, Jane	Student Supervisor	\$10.00 hr	09/08/2010

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<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
98. Rettino, Erin	ASB Worker	\$10.00 hr	09/01/2010-06/30/2011
99. Rothenburger, M.	ASB Worker	\$10.00 hr	08/16/2010-11/05/2010
100. Scott, H. R.	ASB Worker	\$10.00 hr	09/09/2010-11/12/2010
101. Stuart, Cris	ASB Worker	\$10.00 hr	07/31/2010-04/30/2011
102. Valko, Maritza	ASB Worker	\$10.00 hr	08/09/2010-11/05/2010
103. Yoder, Curtis	ASB Worker	\$10.00 hr	05/23/2010-11/05/2010

APPROVE PROMOTION

<u>Name</u>	<u>Promotion</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
104. Barajas, Dalia	Lead FS Worker II (Temp/40hpw)	\$18.35 hr	R31-1	09/14/2010-10/01/2010
105. Gross, Jeffrey	Academic Advisor (11mo/20hpw)	\$18.35 hr	R31-1	10/25/2010
106. Heesch, Jennifer	Preschool Teacher (9.5mo/30hpw)	\$18.35 hr	R31-1	10/11/2010
107. Hunstein, Ellen	Preschool Teacher (9.5mo/30hpw)	\$19.26 hr	R31-2	10/11/2010
108. Lantz, Jennifer	Lead FS Worker II (Temp/15hpw)	\$18.35 hr	R31-1	09/18/2010-10/17/2010
109. Rowe, Anne	Independence Facilitator (9.5mo/30hpw)	\$16.19 hr	R22-3	10/04/2010

APPROVE REASSIGNMENT

<u>Name</u>	<u>Reassignment</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
110. Umana, Barbara	Caregiver (9.5mo/30hpw)	\$15.74 hr	R19-4	09/28/2010

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Assignment Adjustment</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
111. Baier, Brad	Maintenance Carpenter (12mo/40hpw)	\$4,167.29 mo	R38-3	09/13/2010
112. Cohen, Jeffrey	Inst Asst-Preschool (9.5mo/19.5hpw)	\$16.19 hr	R20-4	10/11/2010
113. Collins, Dana	MS Campus Supervisor (9.5mo/17.5hpw)	\$15.06 hr	R23-1	09/27/2010

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APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Assignment Adjustment</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
114. Guthrie, Linda	Independence Facilitator (9.5mo/30hpw)	\$19.69 hr	R22-10	10/18/2010
115. Kebler, Quincy	Preschool Teacher (12mo/30hpw)	\$4,261.32 mo	R31-10	10/11/2010
116. Milstead, Teresa	Independence Facilitator (9.5mo/25hpw)	\$18.74 hr	R22-6	10/04/2010

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT

<u>Name</u>	<u>Additional Assignment</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
117. Allard, Adriana	Elementary Sch Clerk (TAA NTE 20hpw)	\$19.71 hr	R26-5	09/08/2010-09/27/2010
118. Brandt, Patricia	Elem Sch Office Mngr (TAA NTE 4hpd)	\$23.43 hr	R33-5	09/20/2010-09/27/2010
119. Cox, Patricia	Independence Facilitator (TAA NTE 18hrs)	\$19.69 hr	R22-10	09/08/2010-12/30/2010
120. Elgin, Karen	Opportunity Asst (TAA NTE 20hrs)	\$17.86 hr	R24-4	09/08/2010-12/31/2010
121. Forino, Paula	MS Campus Supervisor (TAA Sub As Needed)	\$18.30 hr	R23-5	09/27/2010-06/23/2011
122. Fowler, Kevin	Opportunity Asst (TAA NTE 75hrs)	\$18.75 hr	R24-5	09/08/2010-06/23/2011
123. Franke, Karen	Opportunity Asst (TAA NTE 20hrs)	\$18.75 hr	R24-5	09/08/2010-12/21/2010
124. Isch-Hewell, V.	Transp Dispatcher (TAA Sub As Needed)	\$26.46 hr	R32-15	09/15/2010-06/13/2011
125. Kuhlman, Nancy	Opportunity Asst (TAA NTE 20hrs)	\$18.75 hr	R24-5	09/08/2010-12/31/2010
126. Ream, Regina	Opportunity Asst (TAA NTE 75hrs)	\$16.20 hr	R24-2	09/08/2010-06/23/2011
127. Riddle, Janet	Opportunity Asst (TAA NTE 20hrs)	\$18.75 hr	R24-5	09/08/2010-12/31/2010
128. Soderin, Dennis	Transportation Dispatcher (TAA Sub As Needed)	\$24.58 hr	R32-6	09/15/2010-06/23/2011

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY @ REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
129. Argent, Heidi	Preschool Teacher (TAA NTE 90hrs)	08/20/2010-06/30/2011
130. Austerman, Judy	Preschool Teacher (TAA NTE 45hrs)	08/20/2010-06/30/2011
131. Ayon, Shari	Preschool Teacher (TAA NTE 90hrs)	08/20/2010-06/30/2011
132. Azzolini, Cheryl	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
133. Bandaruk, Rita	Inst Asst-Preschool (TAA NTE 10hrs)	08/20/2010-06/30/2011
134. Beas, Estela	Preschool Teacher (TAA NTE 82hrs)	08/20/2010-06/30/2011
135. Becerra, Cecilia	Preschool Teacher (TAA NTE 37hrs)	08/20/2010-06/30/2011
136. Bellah, Martha	Inst Asst-Preschool (TAA NTE 10hrs)	08/20/2010-06/30/2011
137. Berkowitz, Kathleen	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
138. Bethurum, Connie	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
139. Bott, Christine	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
140. Brierley, Nena	Preschool Teacher (TAA NTE 90hrs)	08/20/2010-06/30/2011
141. Cancinos, Silvia	Bilingual Inst Asst (TAA NTE 100hrs)	09/08/2010-06/23/2011
142. Centeno, Celina	Preschool Teacher (TAA NTE 82hrs)	08/20/2010-06/30/2011
143. Cervantes, Martha	Preschool Teacher (TAA NTE 82hrs)	08/20/2010-06/30/2011
144. Chang, Connie	Inst Asst-Preschool (TAA NTE 10hrs)	08/20/2010-06/30/2011
145. Ciampa, Patrice	Independence Facilitator (TAA NTE 25hrs)	10/12/2010-10/15/2010
146. Cohen, Jeff	Instructional Assistant (TAA NTE 10hrs)	08/20/2010-06/30/2011
147. Cole, Patty	Preschool Teacher (TAA NTE 45hrs)	08/20/2010-06/30/2011
148. Compton, Christine	Preschool Teacher (TAA NTE 45hrs)	08/20/2010-06/30/2011
149. Copeland, Melonie	Preschool Teacher (TAA NTE 45hrs)	08/20/2010-06/30/2011

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APPROVE TAA PAY @ REGULAR RATE OF PAY (Cont)

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
150. Corner, Stacie	Preschool Teacher (TAA NTE 45hrs)	08/20/2010-06/30/2011
151. Cortez, Linda	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
152. Diaz, Gloria	Preschool Teacher (TAA NTE 45hrs)	08/20/2010-06/30/2011
153. Diaz, Martha	Bilingual Inst Asst (TAA NTE 15hrs)	10/05/2010-12/01/2010
154. Duarte, Diane	Preschool Teacher (TAA NTE 45hrs)	08/20/2010-06/30/2011
155. Engle, Rachel	Inst Asst-Preschool (TAA NTE 10hrs)	08/20/2010-06/30/2011
156. Erickson, Alyssa	Inst Asst-Sp Ed (TAA Sub As Needed)	09/08/2010-06/23/2011
157. Escribano-Newlove, C.	Bilingual Community Services Liaison (TAA NTE 30hrs)	09/22/2010-06/22/2011
158. Espinosa, Rita	Inst Asst-Preschool (TAA NTE 10hrs)	08/20/2010-06/30/2011
159. Fallowfield, Cassandra	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
160. Flotho, Lisa	Preschool Teacher (TAA NTE 82hrs)	08/20/2010-06/30/2011
161. Foulds, Lori	Preschool Teacher (TAA NTE 90hrs)	08/20/2010-06/30/2011
162. Fuentes, Tara	Inst Asst-Preschool (TAA NTE 30hrs)	08/20/2010-06/30/2011
163. Gaffney, Lanett	Preschool Teacher (TAA NTE 90hrs)	08/20/2010-06/30/2011
164. Gammell, Diana	Inst Asst-Preschool (TAA NTE 30hrs)	08/20/2010-06/30/2011
165. Garwood, Sylvia	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
166. Getty, Jackie	Preschool Teacher (TAA NTE 37hrs)	08/20/2010-06/30/2011
167. Ghanitabe, Monivar	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
168. Gonzalez, Berenice	Preschool Teacher (TAA NTE 90hrs)	08/20/2010-06/30/2011
169. Gill, Arvinder	IBI Asst/Tutor (TAA NTE 14.5hpw)	08/09/2010-08/19/2010
170. Grant, Mary	Preschool Teacher (TAA NTE 82hrs)	08/20/2010-06/30/2011

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<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
171. Grulkowski, Susan	Preschool Teacher (TAA NTE 45hrs)	08/20/2010-06/30/2011
172. Gunderson, Lisa	Health Asst (TAA NTE 10hpw)	09/20/2010-12/31/2010
173. Hafemann, Linda	Inst Asst-Preschool (TAA NTE 10hrs)	08/20/2010-06/30/2011
174. Hagen, Kari	Inst Asst-Preschool (TAA NTE 10hrs)	08/20/2010-06/30/2011
175. Hamidi, Aurora	Preschool Teacher (TAA NTE 37hrs)	08/20/2010-06/30/2011
176. Hamidi, Zoila	Preschool Teacher (TAA NTE 45hrs)	09/08/2010-06/23/2011
177. Hayes, Natalie	Preschool Teacher (TAA NTE 82hrs)	08/20/2010-06/30/2011
178. Heesch, Jennifer	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
179. Hersom, Lisa	Inst Asst-Preschool (TAA NTE15hrs)	08/20/2010-06/30/2011
180. Hunstein, Ellen	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
181. Hunt, Pam	Preschool Teacher (TAA NTE 25hrs)	08/20/2010-06/30/2011
182. Hutton, Julie	Inst Asst-Preschool (TAA NTE 10hrs)	08/20/2010-06/30/2011
183. Ibara, Amy	Preschool Teacher (TAA NTE 45hrs)	08/20/2010-06/30/2011
184. Jakovich, Jennifer	Preschool Teacher (TAA NTE 45hrs)	08/20/2010-06/30/2011
185. Jurdi, Ghada	Preschool Teacher (TAA NTE 90hrs)	08/20/2010-06/30/2011
186. Karlous, Theolla	Inst Asst-Preschool (TAA NTE 10hrs)	08/20/2010-06/30/2011
187. Katz-Scinico, Dorcas	Preschool Teacher (TAA NTE 90hrs)	08/20/2010-06/30/2011
188. Kebler, Quincy	Preschool Teacher (TAA NTE 45hrs)	08/20/2010-06/30/2011
189. Kemp, Lorraine	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
190. La Plante, Victoria	Preschool Teacher (TAA NTE 25hrs)	08/20/2010-06/30/2011
191. Lee, Lori	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011

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<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
192. Lee, Nancy	Preschool Teacher (TAA NTE 90hrs)	08/20/2010-06/30/2011
193. Leopard, Janet	Health Asst (TAA NTE 10hpw)	09/20/2010-12/31/2010
194. Leslie, Becky	Preschool Teacher (TAA NTE 45hrs)	08/20/2010-06/30/2011
195. Levin, Ana	Inst Asst-Preschool (TAA NTE 30hrs)	08/20/2010-06/30/2011
196. Levy, Barbara	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
197. Ling, Reiko	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
198. Lloyd, Vicki	Preschool Teacher (TAA NTE 45hrs)	08/20/2010-06/30/2011
199. Lopez, Laura	Preschool Teacher (TAA NTE 45hrs)	08/20/2010-06/30/2011
200. Loven, Darlene	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
201. Lowe, Debbie	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
202. Luna, Evette	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
203. Massey, Tarah	Preschool Teacher (TAA NTE 45hrs)	08/20/2010-06/30/2011
204. McMurray, Joyce	Nursing Specialist (TAA NTE 10hpw)	08/01/2010-09/07/2010
205. Medina, Maria	Preschool Teacher (TAA NTE 45hrs)	08/20/2010-06/30/2011
206. Meenzhuber, Marcia	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
207. Mendoza, Rosa	Inst Asst-Preschool (TAA NTE 30hrs)	08/20/2010-06/30/2011
208. Mickle, Jackie	Preschool Resource Teacher (TAA NTE 80hrs)	09/30/2010-06/23/2011
209. Miller, Pat	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
210. Milligan, Debbie	Preschool Teacher (TAA NTE 90hrs)	08/20/2010-06/30/2011
211. Miranda, Maria	Preschool Teacher (TAA NTE 45hrs)	08/20/2010-06/30/2011
212. Miranda, Rachael	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011

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<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
213. Moghaddam, Mahvash	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
214. Montoya, Julie	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
215. Morrow, Susi	Preschool Teacher (TAA NTE 90hrs)	08/20/2010-06/30/2011
216. Muniz, Maria	Preschool Teacher (TAA NTE 45hrs)	08/20/2010-06/30/2011
217. Nichols, Marlene	Inst Asst-Preschool (TAA NTE 28.25hrs)	08/16/2010-06/30/2011
218. Nieblas, Theresa	Preschool Teacher (TAA NTE 70hrs)	08/20/2010-06/30/2011
219. Nixon, Pamela	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
220. Noorzad, Mansoureh	Preschool Teacher (TAA NTE 45hrs)	09/08/2010-06/23/2011
221. Noorzad, Tina	Preschool Teacher (TAA NTE 37hrs)	08/20/2010-06/30/2011
222. Orozco, Martha	Preschool Teacher (TAA NTE 90hrs)	08/20/2010-06/30/2011
223. Parra, Jacqueline	Inst Asst (TAA NTE 30hrs)	08/20/2010-06/30/2011
224. Poudrier, Cindy	Preschool Teacher (TAA NTE 90hrs)	08/20/2010-06/30/2011
225. Power-Kohout, Marina	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
226. Quadeer, Shagufta	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
227. Quinn, Olivia	Preschool Teacher (TAA NTE 45hrs)	08/20/2010-06/30/2011
228. Revetta, Rochelle	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
229. Reza, Margarita	Inst Asst-Preschool (TAA NTE 30hrs)	08/20/2010-06/30/2011
230. Rios, Amanda	Preschool Teacher (TAA NTE 37hrs)	08/20/2010-06/30/2011
231. Risbrough, Stacy	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
232. Robertson, Taneal	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
233. Rogers, Malissa	School Clerk II (TAA NTE 80hrs)	07/01/2010-06/30/2011

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<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
234. Romero, Ivet	Inst Asst-Preschool (TAA NTE 30hrs)	08/20/2010-06/30/2011
235. Romo, Dorothy	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
236. Sanvictores, Eileen	Inst Asst-Preschool (TAA NTE 10hrs)	08/20/2010-06/30/2011
237. Satpathy, Mansi	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
238. Schmidt, Susie	Health Asst (TAA NTE 10hpw)	09/20/2010-12/31/2010
239. Serrano, Carmen	Preschool Teacher (TAA NTE 37hrs)	08/20/2010-06/30/2011
240. Settineri, Daneen	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
241. Sherwood, Gini	Preschool Teacher (TAA NTE 37hrs)	08/20/2010-06/30/2011
242. Smith, Arah	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
243. Taczli, Angela	Inst Asst (TAA NTE 10hrs)	08/20/2010-06/30/2011
244. Tiotuico, Irene	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
245. Valles, Susan	Preschool Teacher (TAA NTE 45hrs)	08/20/2010-06/30/2011
246. Vanderpool, Wendee	Health Asst (TAA NTE 2hpw)	09/08/2010-06/23/2011
247. VanSchiek, Jessica	Inst Asst (TAA NTE 10hrs)	08/20/2010-06/30/2011
248. Vargas, Estrella	Preschool Teacher (TAA NTE 45hrs)	08/20/2010-06/30/2011
249. Vilar, Sarah	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
250. Villella, Janet	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
251. Villemaire, Lynne	Inst Asst-Preschool (TAA NTE 10hrs)	08/20/2010-06/30/2011
252. Wendy, Anita	Inst Asst-Preschool (TAA NTE 15hrs)	08/20/2010-06/30/2011
253. Wessman, Adriana	Inst Asst-Preschool (TAA NTE 30hrs)	08/20/2010-06/30/2011
254. Whaler, Katherine	Independence Facilitator (TAA NTE 3hrs)	09/21/2010-11/09/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 9, 2010
Classified Employees

APPROVE TAA PAY @ REGULAR RATE OF PAY (Cont)

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
255. Whelchel, Yvette	Preschool Teacher (TAA NTE 70hrs)	08/20/2010-06/30/2011
256. White, Julia	Preschool Teacher (TAA NTE 90hrs)	08/20/2010-06/30/2011
257. White, Laurie	Preschool Teacher (TAA NTE 45hrs)	09/08/2010-06/23/2011
258. Wojaczynski, Alicia	Academic Advisor (TAA NTE 20hpw)	09/23/2010-12/17/2010
259. Ybarra, Gigi	Preschool Teacher (TAA NTE 45hrs)	08/20/2010-06/30/2011
260. Yerena, Maricela	Preschool Teacher (TAA NTE 45hrs)	08/20/2010-06/30/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

November 9, 2010

TO: Joseph M. Farley, Superintendent
FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services
SUBJECT: **CERTIFICATED PERSONNEL ACTIVITY**

BACKGROUND INFORMATION

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

FINANCIAL IMPLICATIONS

These positions will be charged to the appropriate fund and are included in the adopted budget.

STAFF RECOMMENDATION

It is recommended the Board approve the Certificated Personnel Activity list.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, November 9, 2010
Certificated Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Date of Employment</u>	<u>Date of Separation</u>
1. Bletscher, Jennifer	Teacher	Personal	01/29/04	09/03/10
2. Bliss, Keri	Teacher	Personal	08/30/02	07/27/10
3. Bridwell, Robert	Teacher	Other Employ	09/27/02	08/18/10
4. Gibbs, Karena	Teacher	Other Employ	03/15/07	10/08/10
5. Magnuson, Nicky	Teacher	Child Care	08/30/02	07/22/10
6. Tal, Samara	Teacher	Personal	08/30/06	10/08/10
7. Weatherly, Elizabeth	Teacher	Personal	08/30/02	08/11/10

APPROVE EMPLOYMENT

<u>Name</u>	<u>1st Year Temporary</u>	<u>Annual Salary</u>	<u>Column/Step</u>	<u>Effective Date</u>
8. Leslie, Elizabeth	SDC Teacher – Moderate/Severe	\$51,916	C-1	10/11/10
9. Sieling, Tara	Psychologist	\$74,052	P-1	10/11/10

APPROVE HOME/HOSPITAL TEACHERS

Pay @ \$35.00 per hour

10. Butler, Susan	15. Manzotti, Maria
11. Edwards, Blaire	16. Mazzola, Elaine
12. Finnsson, Jamie	17. McElroy, Dean
13. Harris, Rebecca	18. Wagner, Mark
14. Linderth, Lauren	

APPROVE ADULT EDUCATION TEACHERS

Pay @ \$35.00 per hour

19. Beron, Ron	21. Thomas, Meredith
20. Camarena, Dayna	

APPROVE SUBSTITUTE TEACHERS

Pay @ \$90.00 per day

22. Abbot, Amy	33. McIlwee, Jay
23. Akbar, Nelley	34. Parkingan, Michelle
24. Borowicz, Susan	35. Petrucco, Deanna
25. De Jong, Maureen	36. Racklin, Nicholas
26. Diaz, Beatriz	37. Reardon, Catheryn
27. Espinoza, Sara	38. Reed, Nicole

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, November 9, 2010
Certificated Employees

APPROVE SUBSTITUTE TEACHERS (Cont.)

- | | |
|------------------------|-------------------------|
| 28. Figueroa, Arely | 39. Schluender, Helga |
| 29. Garcia, Jeri | 40. Stadel, Kari |
| 30. Hoffman, Nancy | 41. Waterbury, Linda |
| 31. Krueger, Christine | 42. Wingen, Tammy |
| 32. McCarroll, Robert | 43. Wooldridge, Valerie |

APPROVE 6/5th ASSIGNMENT 1st SEMESTER

- | | |
|---------------------------|--------------------------|
| 44. Beckley, Shelley* | 68. Huerta, Eduardo** |
| 45. Beligan, Jackie** | 69. Jansen, Bob** |
| 46. Berzansky, Jordana* | 70. Lane, Serena** |
| 47. Boggio, Kathy** | 71. McGraw, Elizabeth* |
| 48. Brown, Angela** | 72. Middlebrook, Stacy** |
| 49. Brown, Richard** | 73. Mitchell, Ron** |
| 50. Bucher, Ernie** | 74. Murphy, Kelli** |
| 51. Burch, Jessica** | 75. Norgren, Ryan** |
| 52. Burdyslaw, Debbie** | 76. O'Brien, Doug** |
| 53. Burns, Bob** | 77. Poston, Matthew** |
| 54. Carrington, John** | 78. Powers, Jim** |
| 55. Chapman, Mike** | 79. Prodan, Gillian** |
| 56. Copeland, Laura* | 80. Sanchez, Diane** |
| 57. Davis, Brad** | 81. Satterlee, Robin** |
| 58. Ezratty, Lisa** | 82. Schmitz, Robbie** |
| 59. Famalette, Dwyann** | 83. Silberman, Erik** |
| 60. Ferdinand, Justin* | 84. Summers, Robert** |
| 61. Fossum, Nolan** | 85. Threadgill, Ethan** |
| 62. Gogichayeva, Oksana** | 86. Tinker, Jim** |
| 63. Greenfield, Sherry* | 87. Tribe, Joshua** |
| 64. Hambrick, Kelly** | 88. Trumble, Donavon** |
| 65. Hansen, Craig* | 89. Villalba, Fernanda** |
| 66. Henson, Tom** | 90. Westling, Wayne** |
| 67. Hernandez, Juan* | |

* Special Education Teacher

** Not enough courses to hire an additional teacher (sections are within the site's staffing allocation)

APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
91. Allen, Joan	Teacher	ETAP I	09/08/10
92. Balogh, Michelle	Teacher	STAP I	07/01/10
93. Bhaskar, Monica	Teacher 100%	Teacher 60%	07/01/10
94. Campbell, Bryan	STAP I	Teacher	07/01/10
95. Colopinto, Matthew	ETAP I	Teacher	07/01/10

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, November 9, 2010
Certificated Employees

APPROVE ASSIGNMENT ADJUSTMENTS (Cont.)

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
96. Coppes, Paul	Teacher	STAP I	07/01/10
97. Cracchiolo, Jenika	Teacher	ETAP I	07/01/10
98. Dahlgren, Brenda	ETAP I	Teacher	07/01/10
99. de Diego, Joslin	Teacher	STAP I	07/01/10
100. deDianous, Robin	Teacher	ETAP I	07/01/10
101. Devaney, Suzanne	Teacher	ETAP I	07/01/10
102. Foster, Brooke	Teacher	ETAP I	07/01/10
103. Garritson, Melanie	Teacher	ETAP I	07/01/10
104. Goulet, Erin	Teacher 100%	Teacher 60%	07/01/10
105. Greene, Kathryn	ETAP I	Teacher	07/01/10
106. Keim, Barbara	Teacher	ETAP I	07/01/10
107. Narr, Cherise	Teacher	ETAP I	07/01/10
108. Neely, Lu Ann	Teacher	ETAP I	07/01/10
109. Price, Emily	Teacher	STAP I	07/01/10
110. Richtsmeier, Aundrea	Speech Pathologist 60%	Speech Pathologist 70%	09/27/10
111. Scott, Janet	Teacher	ETAP I	07/01/10
112. Stratford, Diana	Teacher	ETAP I	07/01/10
113. Stress, Darcie	Teacher	STAP I	07/01/10
114. Sullivan, Jennifer	Teacher	ETAP I	07/01/10
115. Tatarian, Katherine	Teacher	ETAP I	07/01/10
116. Walla, Becky	Teacher	STAP I	07/01/10

APPROVE ADDITIONAL ASSIGNMENTS

117. Intervention Teacher – Marco Forster Middle School
NTE 25 hours per week pay @ \$18.00 per hour
(Categorical Funding) 10/04/2010-06/23/2011
118. Student Assessments – RH Dana Elementary
NTE six hours non-instructional pay @ \$30.00 per hour 09/08/2010-06/23/2011
119. Professional Development Workshop on Writing – RH Dana Elementary
NTE two hours non-instructional pay @ \$30.00 per hour 10/14/2010-06/23/2011
120. Differentiation Training – Las Palmas Elementary
NTE four hours non-instructional pay @ \$30.00 per hour 09/01/2010-06/23/2011
NTE two hours instructional pay @ \$35.00 per hour
121. Oversee Summer Program – Las Palmas Elementary
NTE 20 hours non-instructional pay @ \$30.00 per hour 08/09/2010-06/23/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, November 9, 2010
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

- | | |
|---|-----------------------|
| 122. <u>Develop ELD Program of Instruction –
Las Palmas and District Resource Teachers</u>
NTE 20 hours non-instructional pay @ \$30.00 per hour
(Categorical Funding) | 07/01/2010-06/23/2011 |
| 123. <u>Fine and Practical Arts Department Chair –
Aliso Viejo Middle School</u>
NTE 96 hours non-instructional pay @ \$30.00 per hour | 09/08/2010-06/23/2011 |
| 124. <u>Participate in School Leadership Committee & Activities –
Marco Forster Middle School</u>
NTE 20 hours non-instructional pay @ \$30.00 per hour
(Categorical Funding) | 09/07/2010-06/23/2011 |
| 125. <u>Homework Zone – Niguel Hills Middle School</u>
NTE 60 hours instructional pay @ \$35.00 per hour
(Categorical Funding) | 10/04/2010-06/23/2011 |
| 126. <u>WASC Team Focus Leaders – Tesoro High School</u>
NTE 11 hours each non-instructional pay @ \$30.00 per hour
(Categorical Funding) | 09/08/2010-06/23/2011 |
| 127. <u>Coordination of Transition Services – Adult Transition Program</u>
NTE ten hours non-instructional pay @ \$30.00 per hour | 09/01/2010-06/23/2011 |
| 128. <u>ELD Advisor for 2010-2011 School Year - ELD</u>
NTE 35 hours non-instructional pay @ \$30.00 per hour | 09/08/2010-06/23/2011 |
| 129. <u>Provide Staff Development/Trainings to CUSD Teachers As Needed – ELD</u>
NTE 40 hours non-instructional pay @ \$30.00 per hour | 09/01/2010-06/23/2011 |
| 130. <u>SDAIE Math Training – ELD</u>
NTE six hours non-instructional pay @ \$30.00 per hour
(Categorical Funding) | 08/31/2010-06/23/2011 |
| 131. <u>Keystone Training – ELD</u>
NTE 30 hours non-instructional pay @ \$30.00 per hour
(Categorical Funding) | 09/01/2010-06/23/2011 |
| 132. <u>APEX Training – Staff Development</u>
NTE one hour each non-instructional pay @ \$30.00 per hour
(Categorical Funding) | 09/16/2010-06/23/2011 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, November 9, 2010
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

133. Keystone Training – Staff Development
NTE three hours each non-instructional pay @ \$30.00 per hour
(Categorical Funding) 09/01/2010-06/23/2011
134. Attend/Participate in Special Education Training – Staff Development
NTE three hours non-instructional pay @ \$30.00 per hour
(Categorical Funding) 08/31/2010-06/23/2011
135. Special Education Workshops – Staff Development
NTE 15 hours non-instructional pay @ \$30.00 per hour
(Categorical Funding) 08/30/2010-06/23/2011
136. Coordinate Parent Meetings – State/Federal Programs
NTE 15 hours per week non-instructional pay @ \$30.00 per hour
(Categorical Funding) 09/07/2010-06/23/2011
137. Teach Sign Language Classes at Crown Valley Elementary School
- Adult and Community Education
NTE 29 hours instructional pay @ \$35.00 per hour
(Categorical Funding) 09/08/2010-06/23/2011
138. Beckman Science Trainings – Staff Development
NTE 273 hours non-instructional pay @ \$30.00 per hour
(Categorical Funding) 08/31/2010-06/23/2011

Extended School Year APE Teacher – Special Education
NTE 10 hours @ hourly per diem rate
07/01/2010-08/04/2010

139. Miedema, Benjamin

Assess Incoming Kindergarten Students – Multiple Sites
NTE 16.5 hours instructional pay @ \$35.00 per hour
(Categorical Funding)
07/01/2010-06/23/2011

- | | |
|----------------------|-----------------------|
| 140. Clarke, Amy | 143. Schofield, Patti |
| 141. Gustafson, Mary | 144. Siglock, Kylie |
| 142. McLaren, Chris | |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, November 9, 2010
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Homework Club – Multiple Sites

NTE 152 hours instructional pay @ \$35.00 per hour
09/13/2010-06/23/2011

- 145. Armbula, Michelle
- 146. Arsala, Miriam
- 147. Beligan, Jackie
- 148. Bottino, Vivian
- 149. Cox, Cathy
- 150. Dendel, Ranna
- 151. Finman, Marie

- 152. Hill, Stacy
- 153. Lewis, Elizabeth
- 154. Mulcahy, Eileen
- 155. Powell, Brooke
- 156. Riddle, Juanita
- 157. Waterman, Chuck

Proctor Saturday School – Multiple Sites

NTE 40 hours instructional pay @ \$35.00 per hour
09/08/2010-06/23/2011

- 158. Addison, Chad
- 159. Chapman, Autumn
- 160. Hindman, Dee Ann
- 161. Kruse-Morgan, Shauna
- 162. Racklin, Nick

- 163. Ruffer, Stacy
- 164. Sampson, Timothy
- 165. Trotter, Chad
- 166. Wanders, Chad
- 167. Williamson, Sean

ELD Advisor 2010-2011 School Year – Multiple Sites

NTE 45 hours non-instructional pay @ \$30.00 per hour
09/01/2010-06/23/2011

- 168. Aston, Melanie
- 169. Atilano, Adeena
- 170. Bak-Boyчук, Christy
- 171. Bennett, Katie
- 172. Beyer, Quinn
- 173. Billman, Wendy
- 174. Bushell, Kimberly
- 175. Camacho, Iris
- 176. Cheatley, Shannon
- 177. Cunningham, Constance
- 178. D'Aquanni, Christine
- 179. Doane, Michele
- 180. Freeman, Denene

- 189. Lawbaugh, Cynthia
- 190. Lewis, Elizabeth
- 191. Linder, Kelly
- 192. Marestaing, Marilyn
- 193. Marrinan-Ahmer, K.
- 194. Martinez, Emma
- 195. More-Rivas, Trina
- 196. Murphy, Jodi
- 197. Neeve, Peter
- 198. Neidl, Isabel
- 199. Pedraza, Jose Luis
- 200. Peel, Maureen
- 201. Porzuczek, Karin

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, November 9, 2010
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

ELD Advisor 2010-2011 School Year – Multiple Sites (Cont.)

NTE 45 hours non-instructional pay @ \$30.00 per hour
09/01/2010-06/23/2011

- | | |
|--------------------------|-----------------------|
| 181. French, Mikole | 202. Roder, Melinda |
| 182. Furlong, Adriana | 203. Rose, Stephany |
| 183. Gaspar, Lisa | 204. Shultz, Michelle |
| 184. Grondahl, Becky | 205. Stamen, Barbara |
| 185. Imlay-Markel, Erika | 206. Todd, Jennifer |
| 186. King, Brett | 207. Uminsky, Alma |
| 187. Lane, LuAnn | 208. Wilson, Trina Jo |
| 188. Lane, Melissa | 209. Young, Marsha |

ELD Advisor Duties – Concordia Elementary School

NTE 45 hours non-instructional pay @ \$30.00 per hour
(Categorical Funding)
09/07/2010-06/23/2011

210. Carter, Thomas

Teach After School Reading Intervention Classes – R.H. Dana Elementary School

NTE 48 hours instructional pay @ \$35.00 per hour
10/01/2010-06/23/2011

211. Cooper, Laurie

Grade Level Lead Duties – Kinoshita Elementary School

NTE 15 hours non-instructional pay @ \$30.00 per hour
09/08/2010-06/23/2011

- | | |
|--------------------|----------------------|
| 212. Alapag, Joice | 215. Johnson, Marsha |
| 213. Arndt, Terri | 216. O'Leary, Darla |
| 214. Duarte, Amy | 217. Ridgway, Damon |

Kindergarten Assessments – Oso Grande Elementary School

NTE 12 hours non-instructional pay @ \$30.00 per hour
(Categorical Funding)
07/01/2010-06/23/2011

- | | |
|-------------------------|-----------------------|
| 218. Haskell, Sylvia | 220. Ralston, Valerie |
| 219. McKinstry, Shannon | |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, November 9, 2010
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

After School Enrichment – Marco Forster Middle School

NTE 144 hours instructional pay @ \$35.00 per hour
(Categorical Funding)
09/27/2010-06/23/2011

221. Bottino, Vivian
222. Boyle, Jeanette

223. Rivadeneyra, Mark
224. Sarigumba, B.

Teach After School ZAP Class – Marco Forster Middle School

NTE 70 hours instructional pay @ \$35.00 per hour
(Categorical Funding)
09/20/2010-06/23/2011

225. Cady, Scott
226. Caruso, Heather
227. Galasso, Maggie
228. Herring, Jennifer

229. Martus, Larissa
230. Passarelli, Kendra
231. Riddell, Bruce

Teach After School SRLA Class – Marco Forster Middle School

NTE 116 hours instructional pay @ \$35.00 per hour
(Categorical Funding)
09/20/2010-06/23/2011

232. Cady, Scott

233. Foster, Lindsey

Teach After School Classes - Marco Forster Middle School

NTE 26 hours instructional pay @ \$35.00 per hour
(Categorical Funding)
10/04/2010-06/23/2011

234. Baker, Karoline
235. Corbin, Nick
236. Gerhard, Dru

237. Romero, Debra
238. Takach, Eric

Curriculum Development - Marco Forster Middle School

NTE three hours non-instructional pay @ \$30.00 per hour
(Categorical Funding)
08/25/2010-06/23/2011

239. Carr, Mary
240. Rader, Melinda

241. Sarigumba, B.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, November 9, 2010
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Teach After School ZAP Class – Newhart Middle School

NTE 70 hours instructional pay @\$35.00 per hour
(Categorical Funding)
09/21/2010-6/23/2011

242. Hall, David
243. Royal, Susan

244. Quinn, Jarett

Curriculum Development – Aliso Niguel High School

NTE 60 hours non-instructional pay @ \$30.00 per hour
08/01/2010-06/23/2011

245. De Diego, Joslin

246. Quirk, Julianne

After School Tutorial Funded by Grant from City of Laguna Niguel – Dana Hills

NTE 11 hours each instructional pay @ \$35.00 per hour
(Categorical Funding)
10/18/2010-06/23/2011

247. Prinz, Jeff
248. Rigby, Michael

249. Sampson, Timothy
250. Violette, Jan

ELD Advisor Duties – Dana Hill High School

NTE 60 hours non-instructional pay @ \$30.00 per hour
(Categorical Funding)
09/01/2010-06/23/2011

251. Violette, Jan

After School Tutorial – San Clemente High School

NTE 100 hours instructional pay @ \$35.00 per hour
(Categorical Funding)
09/08/2010-06/23/2011

252. Auerbach, Nathan
253. Hamro, Jonathan
254. Jobst, Shelly
255. Kaneshiro, Reid

256. Satterlee, Robin
257. Townsend, Amy
258. Wilson, Duncan
259. Young, Gregory

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, November 9, 2010
Certificated Employees

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
260. Devore, Amy	Child Care	12/08/10-04/15/11
261. Southworth, Nayla	Child Care	01/16/11-06/24/11
262. Stone, Michael	CTA Position	2010-2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

November 9, 2010

TO: Joseph M. Farley, Superintendent

FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services

SUBJECT: **QUARTERLY REPORT:
WILLIAMS SETTLEMENT UNIFORM COMPLAINT**

BACKGROUND INFORMATION

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

The law also requires that districts report any deficiencies or the absence of deficiencies to the Board of Trustees at a regularly scheduled public meeting. In addition, this information needs to be shared with the Orange County Superintendent of Schools.

CURRENT CONSIDERATIONS

This agenda item presents for review the Williams report from the first quarter of the 2010-2011 school year. These reports are received and monitored by Executive Director, Risk Management/Compliance, Jeffrey Bristow. In the past quarter, the District has not received any valid Williams complaints concerning its instructional materials, teacher qualifications, facilities, or CAHSEE services (Exhibit A).

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

It is recommended the Board accept this report as an informational item.

2010-2011 Quarterly Report on Williams Uniform Complaints [Required by Education Code section 35186]

District: Capistrano Unified School District

Person completing this form: Jeffrey Bristow

Title: Executive Director, Risk Management/Compliance

- | | | | |
|-------------------------------------|------------|--------------------------------|--------------------------------|
| <input checked="" type="checkbox"/> | Quarter #1 | July 1 to September 30, 2010 | Report due by October 29, 2010 |
| <input type="checkbox"/> | Quarter #2 | October 1 to December 31, 2010 | Report due by January 31, 2011 |
| <input type="checkbox"/> | Quarter #3 | January 1 to March 31, 2011 | Report due by April 29, 2011 |
| <input type="checkbox"/> | Quarter #4 | April 1 to June 30, 2011 | Report due by July 29, 2011 |

Date for information to be reported publicly at governing board meeting: November 9, 2010

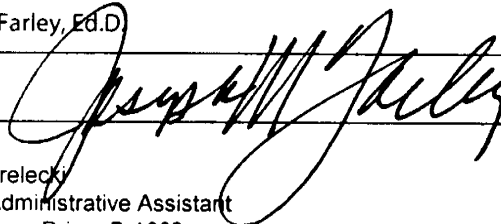
Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancies or Misassignments	0		
Facility Conditions	0		
CAHSEE Intensive Instruction & Services (High school districts only. All other districts answer N/A)	0		
TOTALS	0		

Print name of Superintendent: Joseph M. Farley, Ed.D.

Signature of Superintendent:



Date: 10/5/2010

Please submit to:

Suzie Strelecky
Senior Administrative Assistant
200 Kalmus Drive, B-1009
P.O. Box 9050, Costa Mesa, CA 92628-9050
(714) 966-4336 or fax to: (714) 549-2657

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

November 9, 2010

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: SUMMARY OF 2010 ANNUAL PROGRESS REPORT

BACKGROUND INFORMATION

California's comprehensive accountability system monitors the academic achievement of all the state's public schools, including charter schools, and local educational agencies that serve students in kindergarten through grade twelve. This accountability system is based on state requirements, established by the Public Schools Accountability Act of 1999, and on federal requirements established by the No Child Left Behind Act of 2001.

The California Department of Education reports both state and federal accountability results under the Accountability Progress Reporting system. State-required reports include Base and Growth Academic Performance Index results. Federal-required reports include Adequate Yearly Progress and Program Improvement results. These reports were released on September 13, 2010.

CURRENT CONSIDERATIONS

This agenda item provides to the Board for its consideration a summary of the 2010 Annual Progress Report (Exhibit A).

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, who will present this item.

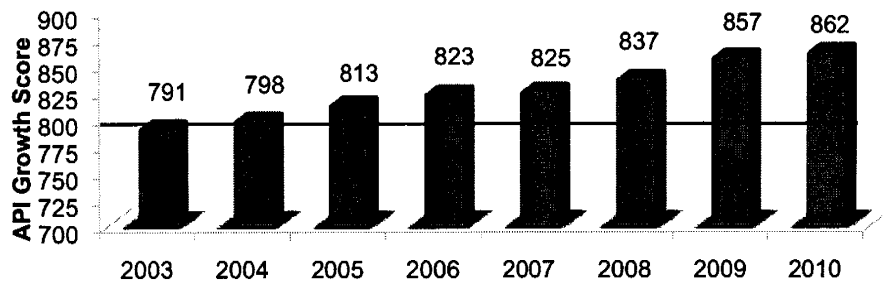
INFORMATION/
DISCUSSION



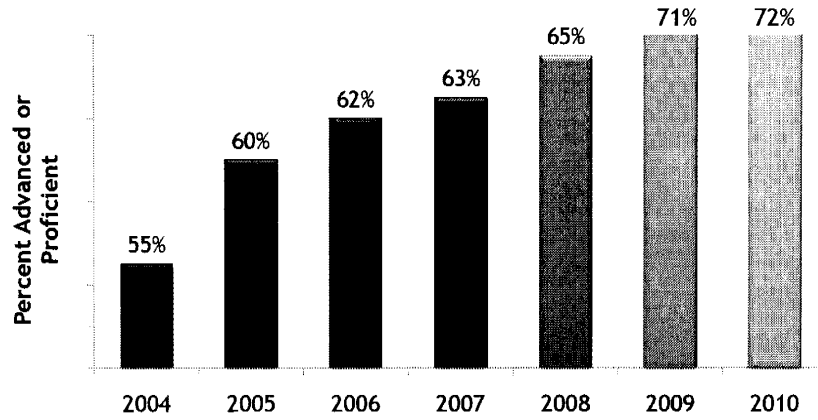
**2010
Academic Performance
Index (API)
and
Adequate Yearly
Progress (AYP)
Results**

November 9, 2010

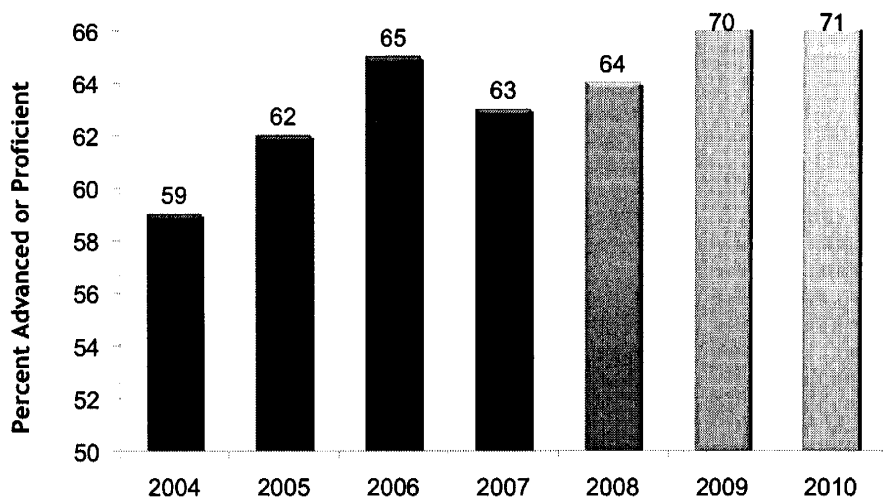
**CUSD API Growth Scores
2003 to 2010**



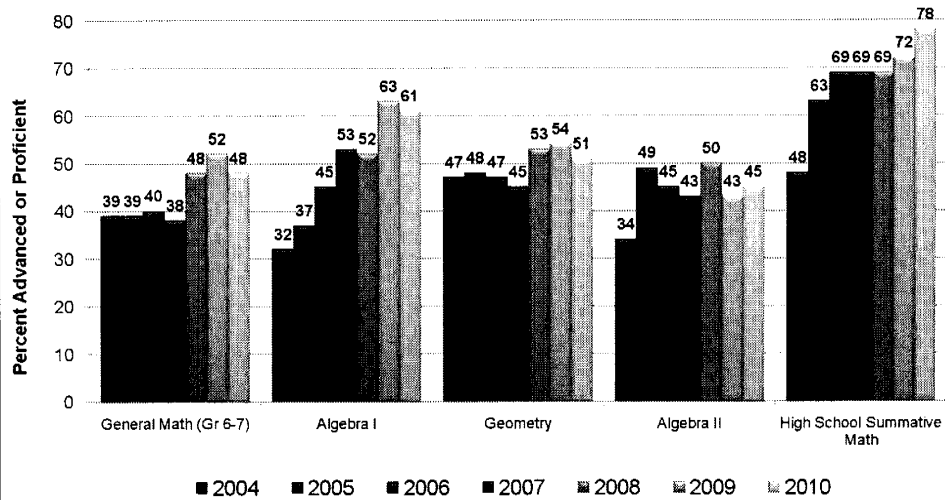
**CST – English-Language Arts (Gr. 2-11)
Percent Advanced or Proficient
Districtwide 2004-10**



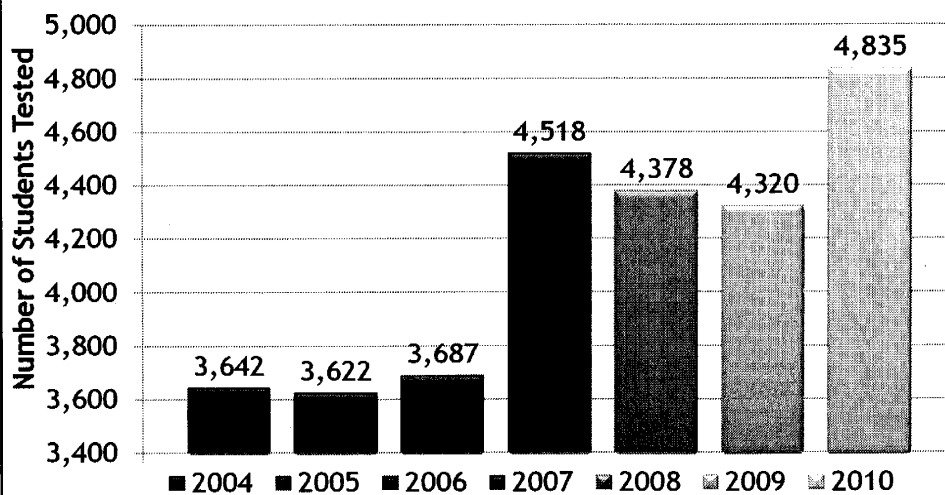
**CST - Mathematics (Grades 2-7)
Percent Advanced or Proficient
Districtwide 2004 – 2010**



CST End-of-Course Mathematics % Advanced or Proficient 2004-10



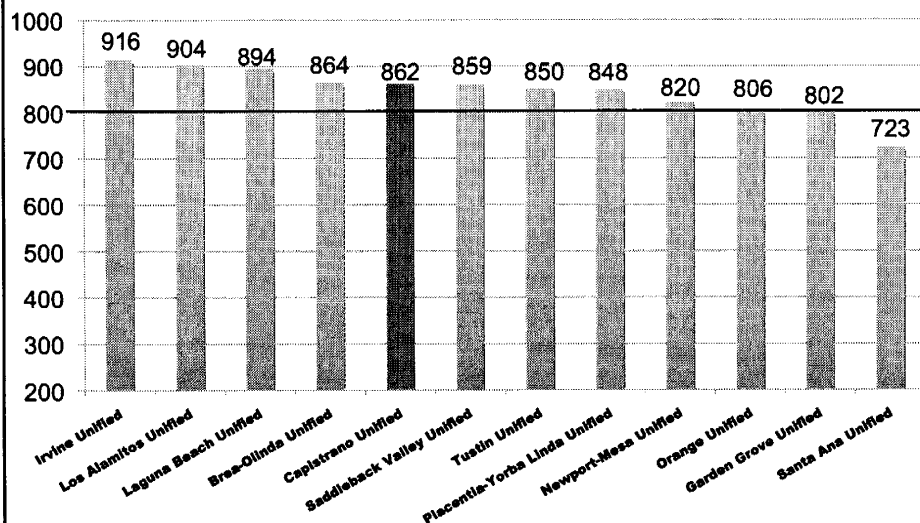
CST End-of-Course Algebra I Students Tested by Year, 2004-10



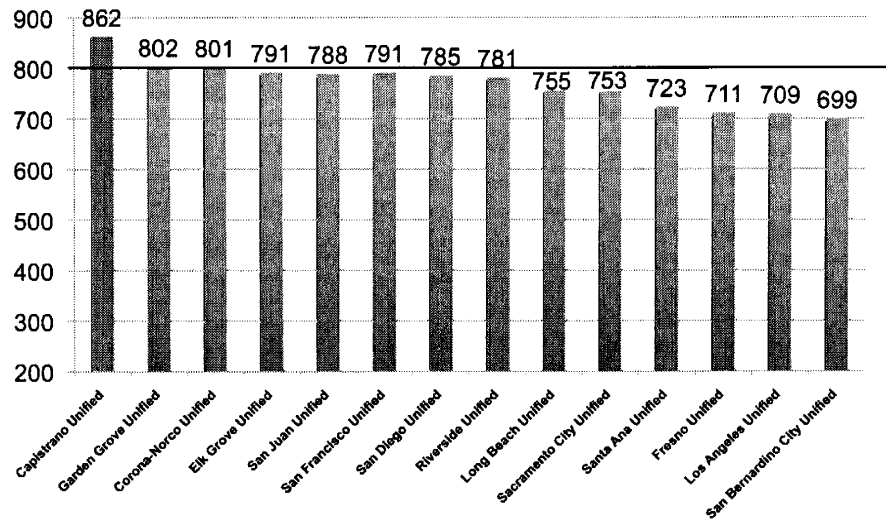
CUSD 2010 Growth API Scores by Subgroup

Subgroup	Number of Students Included in 2010 API	Numerically Significant	2009 Subgroup Base API	2010 Subgroup Growth API	Dif +/-
African American (not of Hispanic origin)	387	Yes	808	806	-2
American Indian or Alaska Native	147	Yes	823	805	-18
Asian	2041	Yes	936	949	13
Filipino	626	Yes	884	892	8
Hispanic or Latino	9,166	Yes	748	768	20
Pacific Islander	61	No	836		
White (not of Hispanic origin)	23,991	Yes	881	888	7
Socio-economically Disadvantaged	7,798	Yes	732	746	14
English Learners	5,682	Yes	703	713	10
Students with Disabilities	2,982	Yes	618	626	8

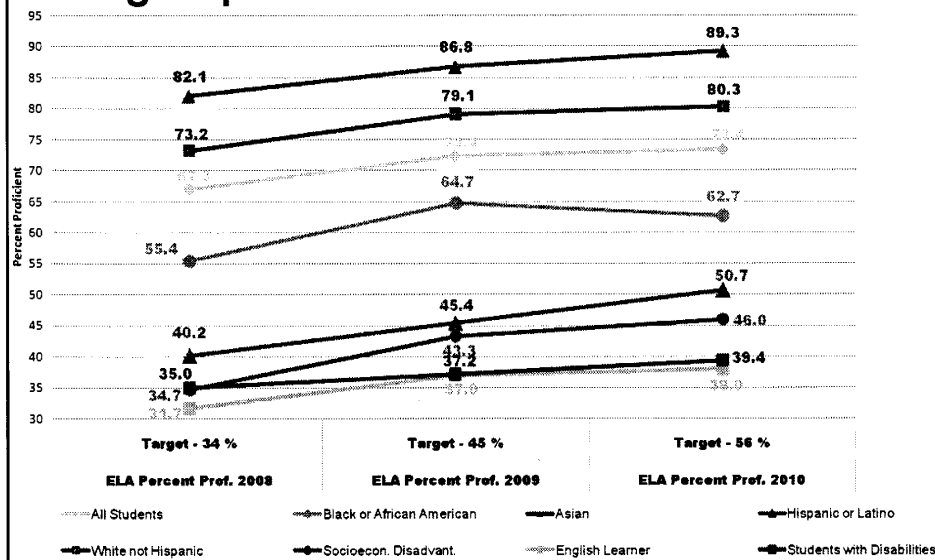
2010 API Growth Scores OC Unified School Districts



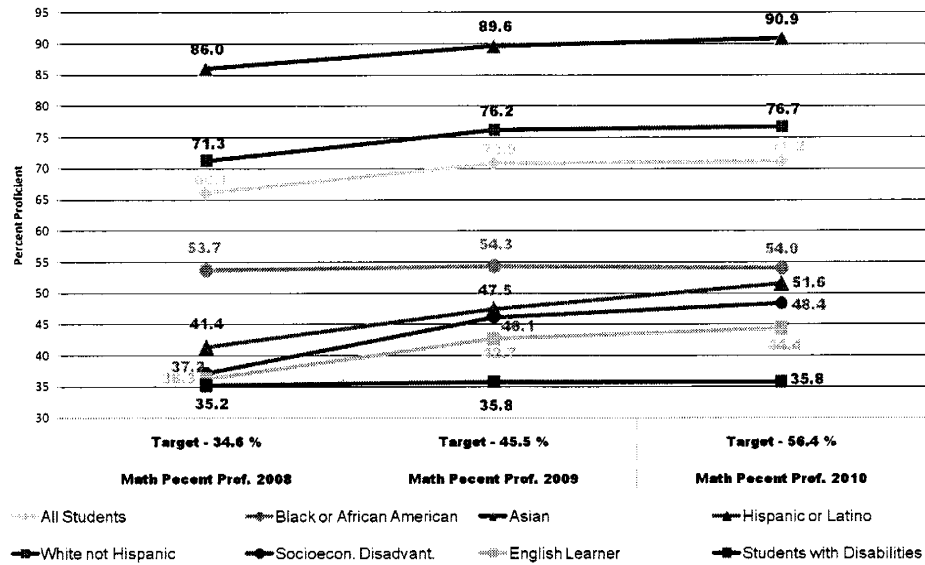
2010 API Growth Scores California Largest Districts



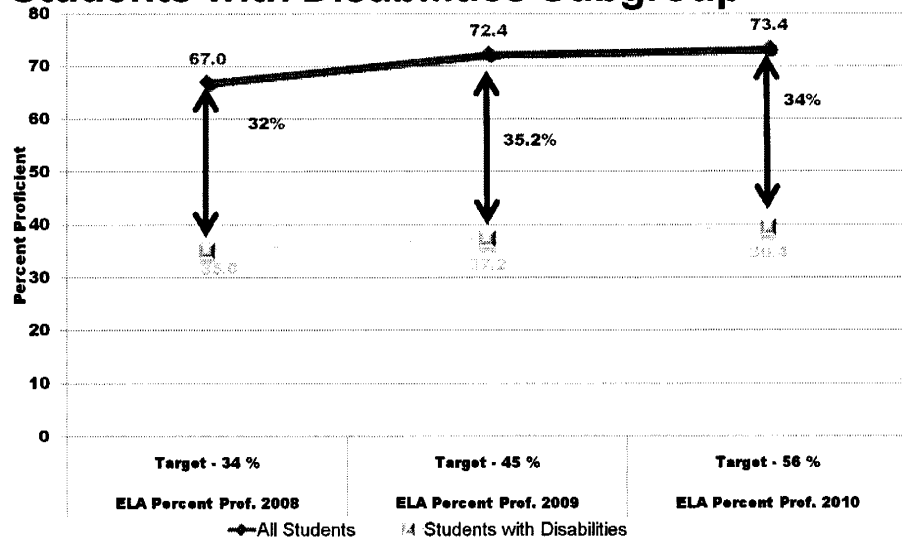
2008-2010 CUSD AYP Subgroups Percent Proficient on ELA



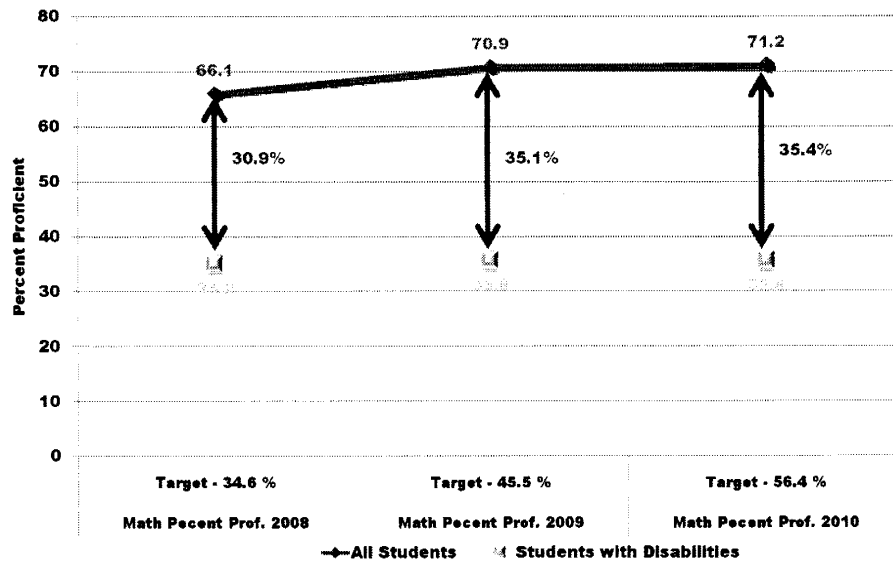
2008-2010 CUSD AYP Subgroups Percent Proficient on Math



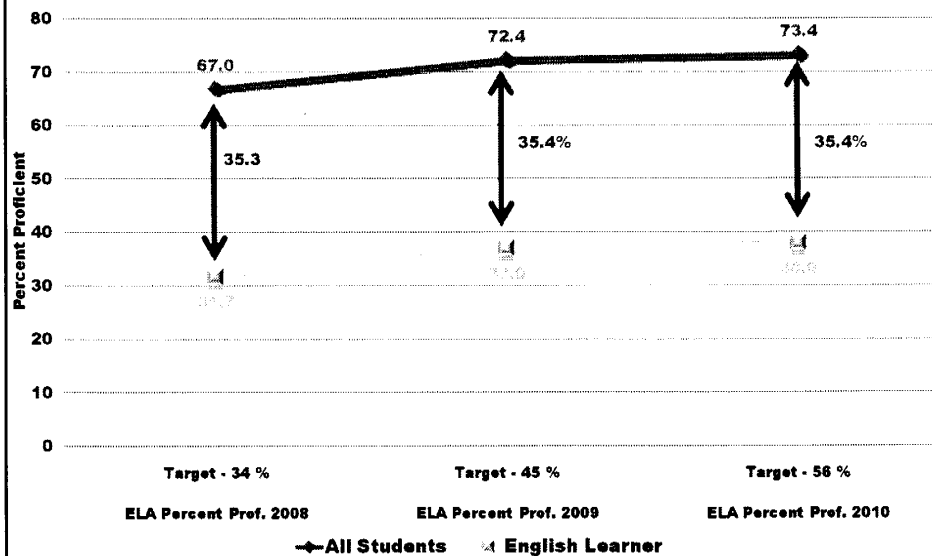
2008-2010 Percent Proficient on ELA for Students with Disabilities Subgroup



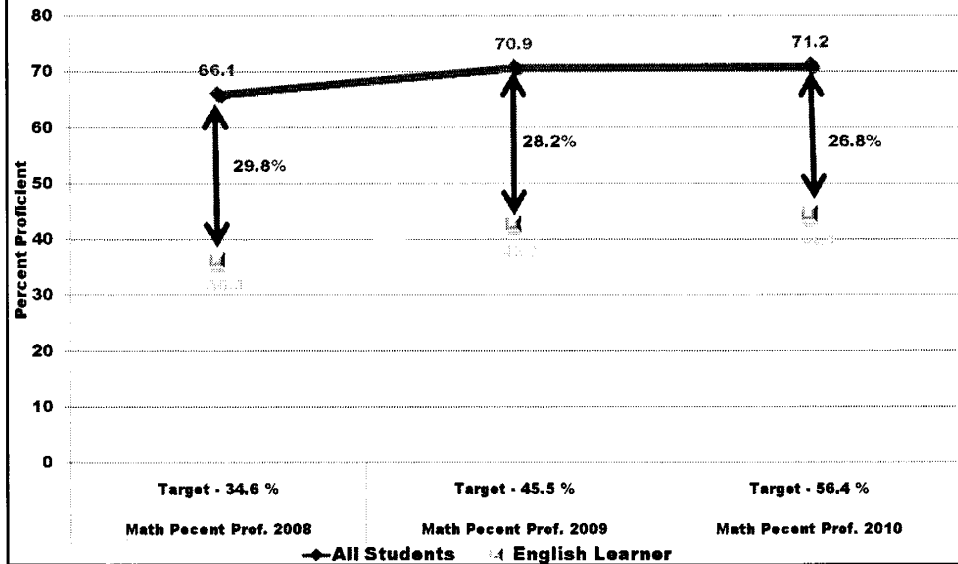
2008-2010 Percent Proficient on Math for Students with Disabilities Subgroup



2008-2010 Percent Proficient on ELA for English Learner Subgroup

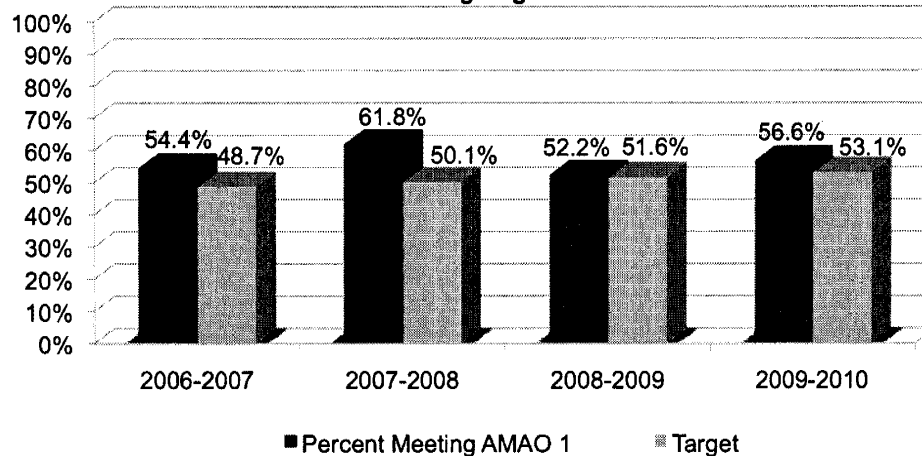


2008-2009 Percent Proficient on Math for English Learner Subgroup



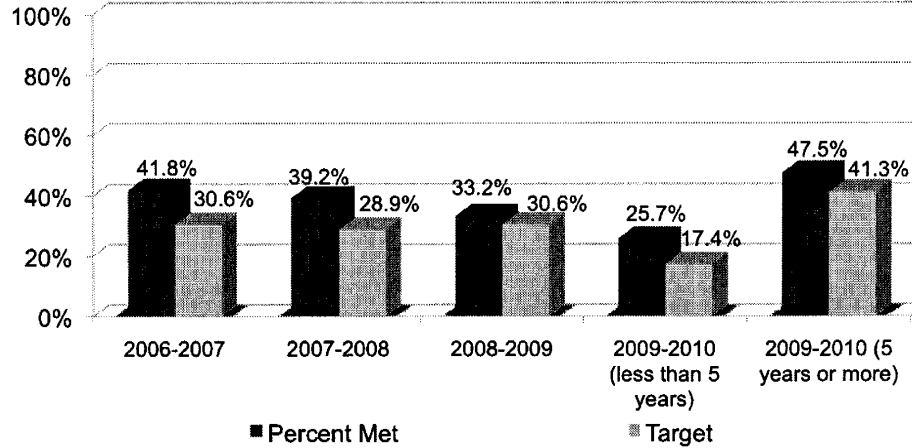
California English Language Development (CELDT) Test

Capistrano Unified School District
AMAO 1 Percent Of Students Making Annual Progress
in Learning English



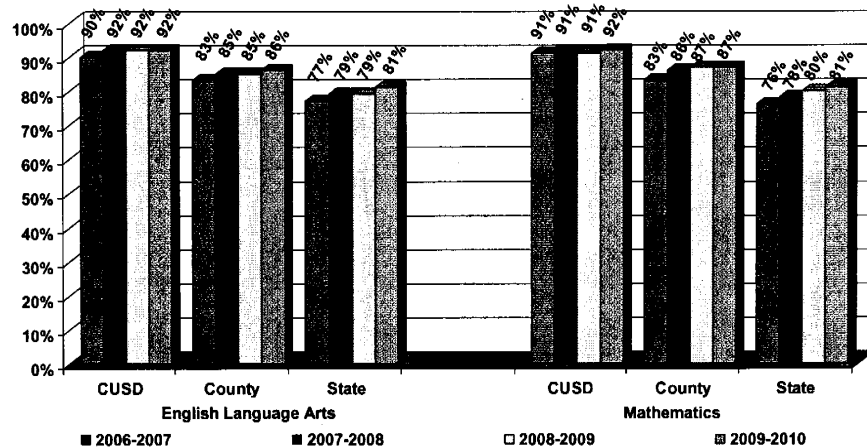
California English Language Development (CELDT) Test

**Capistrano Unified School District
AMAO 2 Percent Of Students Attaining English Proficiency
on CELDT**



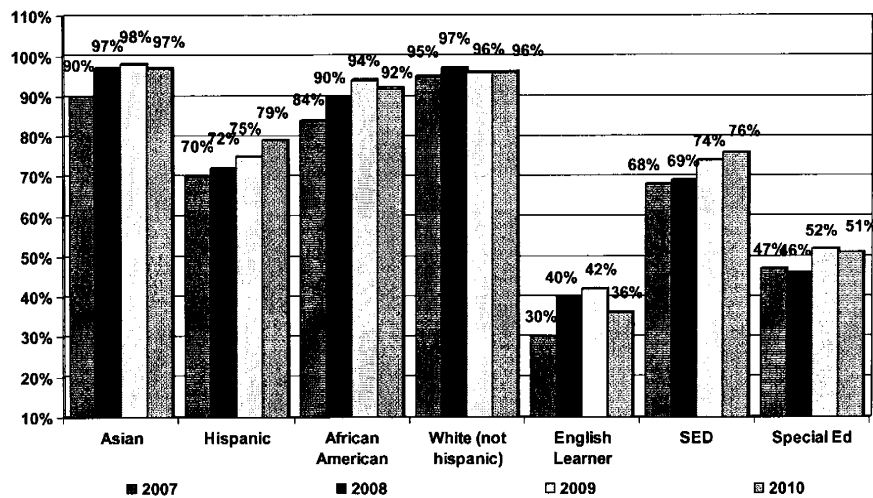
California High School Exit Exam (CAHSEE)

**California High School Exit Exam 10 th Grade Initial Test Results
District-County-State**



California High School Exit Exam (CAHSEE) by Subgroup

CAHSEE English Language Arts - 10th Grade - Percent Passed



END

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

November 9, 2010

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: **DANA HILLS HIGH SCHOOL GYMNASIUM MODERNIZATION
BID NO. 0809-13, CHANGE ORDER NO. 1**

BACKGROUND INFORMATION

The Dana Hills High School gym floor and bleachers are original to the 1973 construction of the facility. At this time, the current gym floorboards are splitting and lifting, causing safety issues. Also, the bleachers are difficult to extend away from the wall, scraping the gym floor, and no longer meet the requirements of the Americans with Disabilities Act (ADA).

On April 13, 2009, the Board of Trustees addressed this issue by authorizing staff to request bids for the Dana Hills High School Gymnasium Floor and Bleacher Replacement. Three contractor bids were received on April 20, 2010. Paul C. Miller Construction, Co., Inc. was the low bidder at \$619,000. The bid was awarded to that firm at the May 11, 2010, Board meeting.

During the construction phase of the project, modifications were required due to unforeseen conditions under the existing hardwood floors and walls:

- Existing concrete sub floor out of level tolerance
- Existing conduits were damaged during demolition due to conduits not properly buried during initial construction
- Existing conduits interfered with new bleacher location
- Existing piping in the walls interfered with new hand dryers
- Existing framing in the locker room shower walls were water damaged

These unforeseen conditions necessitated in a change order to the original contract.

CURRENT CONSIDERATION

This agenda item seeks ratification of Change Order No. 1 for the Dana Hills High School Gymnasium Modernization (Exhibit A). All changes resulted in an increase to the original contract of \$28,961.21.

This change order will affect the contract as follows:

Original Contract Amount:	\$619,000.00
Previous Change Orders:	0
Total Change Order Amount:	<u>28,961.21</u>
Revised Contract Amount:	\$647,961.21

SUMMARY:

Change Order Amount:	\$ 28,961.21
Change Order % of Contract Amount:	4.67%
Change to Architect Agreement:	0

FINANCIAL IMPLICATIONS

Fiscal Impact:	\$ 28,961.21
Funding Source:	Deferred Maintenance

STAFF RECOMMENDATION

It is recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business and Support Services, who will present proposed Change Order No. 1 for the Dana Hills High School Gymnasium Modernization. Following discussion, it is recommended the Board of Trustees ratify Change Order No. 1, with an increase to the contract in the amount of \$28,961.21.

DISCUSSION/
ACTION

PJHM Architects
647 Camino de los Mares, Suite 201
San Clemente, CA 92673

September 27, 2010
Division of the State Architect
A#.04-110482 / File 30-9
A#.04-110363 / File 30-9

**Dana Hills High School Gym Modernization
Capistrano Unified School District**

CHANGE ORDER NO. 1

TO: Paul Miller Construction
8447 Maple Place
Rancho Cucamonga, CA 91730

You are hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

ITEM NO. 1 Install new Connor "Retro Flex" sports flooring system in lieu of the specified "Dura Cushion II" system. (RFC #1.1)

Reason: Existing concrete sub floor is out of tolerance.

Requested by: Field condition.

Change in Contract Sum: \$33,960.29 / ADD

Change in Contract Time: No Change in Time

ITEM NO. 2 Remove and cap existing hose bib in men's locker room. (RFC #2)

Reason: Existing hose bib interferes with new sink location.

Requested by: Field condition.

Change in Contract Sum: \$317.34 / ADD

Change in Contract Time: No Change in Time

ITEM NO. 3 Fix and repair existing conduits damaged during demolition. (RFC #3.1)

Reason: Existing conduits were ran in the concrete slab.

Requested by: Field condition.

Change in Contract Sum: \$5,351.28 / ADD

Change in Contract Time: **No Change in Time**

ITEM NO. 4 Relocate conduits above new bleacher location. (RFC #5)

Reason: Existing conduits interfere with new bleacher location.

Requested by: Field condition.

Change in Contract Sum: \$2,176.65 / ADD

Change in Contract Time: No Change in Time

ITEM NO. 5 Install new conduit and wire associated with relocating power at the handryers. (RFC #6)

Reason: Existing piping and framing interfere with new handdryer locations.

Requested by: Field condition.

Change in Contract Sum: \$1,530.30 / ADD

Change in Contract Time: **No Change in Time**

ITEM NO. 6 **Provide additional framing and plaster at new ADA shower stall. (RFC #7)**

Reason: Existing framing was water damaged.

Requested by: Field condition.

Change in Contract Sum: \$6,781.49 / ADD

Change in Contract Time: **No Change in Time**

ITEM NO. 7 Furnish additional floor artwork per the District's request. (RFC #8.1)

Reason: Center logo and School name at the ends were not shown
on the drawings.

Requested by: District

Change in Contract Sum: \$3,286.37 / **ADD**

Change in Contract Time: No Change in Time

ITEM NO. 8 Remove existing floor boxes and install new brass floor boxes. (RFC #9)

Reason: Existing boxes were corroded and required replacement.

Requested by: District

Change in Contract Sum: \$3,549.49 / **ADD**

Change in Contract Time: No Change in Time

ITEM NO. 9 Provide credit for the parking lot scope of work. (RFC #4.1; IB #1R-1)

Requested by: District

Change in Contract Sum: (\$27,992.00) / **DEDUCT**

Change in Contract Time: No Change in Time

SUMMARY

DANA HILLS HIGH SCHOOL – GYM MODERNIZATION
Change Order No. 1
Page 3

EXHIBIT A
(3 OF 4)

Original Contract Sum:	\$619,000.00
Change in Contract Amount:	\$ 28,961.21 / ADD
Revised Contract Amount:	\$647,961.21
Revised Completion Date This Change Order:	No Change in Time

The cumulative adjustment of the Contract Price and the Contract Time for each Change included in this Change Order represents and reflects the entire adjustment of the Contract Price and the Contract Time due Contractor for such items of Changes. The Contract Price adjustment herein for the items included in this Change Order includes without limitation, all costs for labor, materials, services and/or equipment as well as any and all costs arising out of or associated in any manner with impacts, disruptions, interference, delays or hindrances in performing or providing the Changes included in this Change Order. By executing this Change Order, Contractor acknowledges the foregoing and agrees that any rights or claims of Contractor, whether known or unknown, for costs or time associated with providing or performing the Changes included in this Change Order and not specifically reflected and included in this Change Order are waived, relinquished and released by Contractor; in connection with the foregoing, Contractor waives and releases any rights under Civil Code Section 1542 with regard to any unknown costs or additional time associated with the Changes included in this Change Order.

APPROVALS

Authorized Agent
Paul Miller Construction
CONTRACTOR

Leo Johnson, C25377
PJHM Architects
ARCHITECT

Authorized Agent
Capistrano Unified School District
OWNER

DANA HILLS HIGH SCHOOL – GYM MODERNIZATION
Change Order No. 1
Page 4

EXHIBIT A
(4 of 4)

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

November 9, 2010

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: ANNUAL ORGANIZATIONAL MEETING

BACKGROUND INFORMATION

The provisions of Education Code §35143 and §72000 require the governing board of each school district and community college district to hold an annual organizational meeting within a prescribed 15-day period (Exhibit A) beginning with the first day of the term of office following the biennial school district board election. For 2010, this 15-day period is from December 3 through December 17. The Education Code further requires that, unless otherwise provided by rule of the governing board, the day and time of the annual organizational meeting shall be selected by the board at its regular meeting held immediately prior to the first day of the 15-day period and to notify the county superintendent of schools of the time and day selected.

CURRENT CONSIDERATIONS

This agenda item requests Trustees set the date for the annual organizational meeting of the Board of Trustees. This can be any date from December 3 through December 17. Historically, the Board has held its organizational meeting on the first regular Board meeting date during the organization period which, in this instance, would be December 7, 2010.

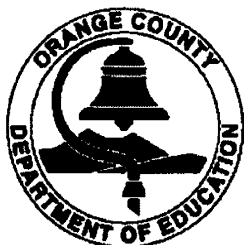
FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATIONS

Since the Board currently has a meeting scheduled for December 7, 2010, which falls within the required time frame, it is recommended that Trustees schedule the organizational meeting for December 7, 2010.

**DISCUSSION/
ACTION**



October 12, 2010

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**

200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050
(714) 966-4000
FAX (714) 662-3570
www.ocde.us

WILLIAM M. HABERMEHL
County Superintendent
of Schools

LYNN APRIL HARTLINE
Deputy Superintendent

JOHN L. NELSON
Associate Superintendent

TO: District Superintendents
Community College Chancellors

FROM: Rosalee Hormuth, Manager
Business Services *RH*

SUBJECT: **Annual Organizational Meeting**

Education Code Sections 35143 and 72000 require the governing board of each school district and community college district to hold an annual organizational meeting within a prescribed 15-day period beginning with the first day of the term of office following the biennial school district board election. For 2010, this 15-day period is December 3 through December 17. The Education Code further requires that, unless otherwise provided by rule of the governing board, the day and time of the annual organizational meeting shall be selected by the board at its regular meeting held immediately prior to the first day of the 15-day period and to notify the county superintendent of schools of the time and day selected.

Enclosed is a form that you may use to submit the required information regarding your district's annual organizational meeting. Please return the completed form no later than **Tuesday, November 30, 2010** to:

Orange County Department of Education
Attn: Rosalee Hormuth, Manager Business Services
200 Kalmus Drive, Costa Mesa CA 92626
rhormuth@ocde.us
Fax: (714) 662-3570

Forms to be completed with information resulting from your organizational meeting will be mailed to you under separate cover prior to Tuesday, November 30, 2010. If you have any questions or concerns, please call me at (714) 966-4234.

Enclosures

cc: Wendy Benkert, Ed.D., Assistant Superintendent, Business Services

**ORANGE COUNTY
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

DAVID L. BOYD

ELIZABETH PARKER

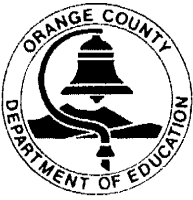
LONG PHAM, PH.D.

KEN L. WILLIAMS, D.O.

ORGANIZATION MEETING PERIODS

Listed below are the organization meeting period dates for the next three years, based on the law as it exists January 1, 2010:

2010 – December 3 through December 17, 2010
2011 – December 2 through December 16, 2011
2012 – December 7 through December 21, 2012



WILLIAM M. HABERMEHL
County Superintendent of Schools

Date: November 9, 2010

To: Rosalee Hormuth, Manager Business Services
Orange County Department of Education
200 Kalmus Drive
Costa Mesa, CA 92626

Subject: 2010 Annual Organizational Meeting
(for board meetings held in 2011)

In accordance with Education Code Sections 35142 and 72000, the Capistrano
Unified School District/Community College District/Regional Occupational
Program Board of Trustees/Education will hold its Annual Organizational Meeting at a
Regular/Special meeting held on December 7, 2010 at 7:00 ~~xxx~~ a.m. / p.m.

Signed: _____
Clerk /Secretary of the Board

Please return **no later than November 30, 2010** to:

Rosalee Hormuth
Orange County Department of Education
Business Services
rhormuth@ocde.us
Fax: (714) 662-3570

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

November 9, 2010

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: **PROGRESS UPDATE, DIVISION OF STATE ARCHITECT
CONSTRUCTION PROJECT LISTING**

BACKGROUND INFORMATION

In October 2008 the District received a letter from the Division of State Architect (DSA), requesting the District inform the Board of Trustees regarding the potential liability of any projects closed, but not certified, by DSA. This letter outlined the impact of not properly closing out a construction project, including:

1. Board members may be held personally liable for failure of educational buildings not certified by DSA.
2. DSA will not be able to approve future proposed construction affecting or utilizing uncertified construction.

At the February 9, 2009, Board meeting, staff presented a status report on these outstanding construction projects. This agenda item is a continuation of that initial report, updating Trustees on the progress made toward closing, with certification, outstanding DSA applications.

CURRENT CONSIDERATION

Exhibit A is an update on the progress being made to close out outstanding applications. Recently received DSA "Certification & Close of File" reports for outstanding projects are attached for Trustee review (Exhibit B).

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 John Forney, Director, Maintenance, Operations and Construction, 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

PROGRESS UPDATE, DIVISION OF STATE ARCHITECT, CONSTRUCTION PROJECT LISTING– NOVEMBER 9, 2010 (IN BOLD LETTERING)		
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



Division of the
State Architect
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

T 858.674.5400

10920 Via Frontera, Suite 300
San Diego, CA 92127
www.dsa.dgs.ca.gov

SEPTEMBER 13, 2010

Certification & Close of File

DR. JOSEPH FARLEY
CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 VALLE ROAD
SAN JUAN CAPISTRANO, CA 92675

REVISED

Project: NEWHART MIDDLE SCHOOL
Application #: 04-104520
File Id # 30-9
Scope: CONSTRUCTION OF: TWO CR BLDGS RELOCATABLE (PC 04-101593), ONE ELEVATOR TOWER (PC 04-102542), ONE TOILET BLDG (PC 04-101179)
RELOCATION OF: ELEVEN CR BLDGS RELOCATABLE (A# 45462, 45070, 45412, 50779)
ALTERATIONS TO: ONE LOCKER BLDG C (A# 49068) AND ONE TOILET BLDG D (41528)

Dear DR. Farley:

The Department of General Services' records indicate that the construction of the referenced project has been completed in accordance with design documents approved by the Department, and that all the Verified Reports covering the construction have been received. Therefore, the Department of General Services Certifies as follows:

This project is in compliance with California State regulations as to the safety of design and construction of public schools, and for the accommodation of persons with disabilities.

For relocatable buildings, which have been granted a waiver of durability for foundations, the owner should periodically inspect for, and correct, deterioration in order to maintain safe conditions. This certification is not valid if the buildings are moved to a site location other than shown on the approved plans.

As stated in our letter approving the plans and specifications for this project, the Department does not review design documents or construction for compliance with the electrical, mechanical, or plumbing regulations. It is the responsibility of the professional consultants named on the application to verify compliance with appropriate parts of the California Building Code, and to submit Verified Reports documenting compliance.

Sincerely,

Howard "Chip" Smith, Jr.
State Architect
Division of the State Architect

HS: pc

cc: Architect - Thomas Kruse
Director of Facilities
Reading
File

EXHIBIT B
(1 of 3)



Division of the
State Architect
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

T 858.874.5400

10920 Via Frontera, Suite 300
San Diego, CA 92127
www.dsa.dgs.ca.gov

AUGUST 31, 2010

Certification & Close of File

DR. JOSEPH FARLEY
CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 VALLE ROAD
SAN JUAN CAPISTRANO, CA 92675

Project: SAN CLEMENTE HIGH SCHOOL
Application #: 04-109512
File Id # 30-9
Scope: ALTERATIONS TO: KG BLDG (A-24164)

Dear DR. Farley:

The Department of General Services' records indicate that the construction of the referenced project has been completed in accordance with design documents approved by the Department, and that all the Verified Reports covering the construction have been received. Therefore, the Department of General Services Certifies as follows:

This project is in compliance with California State regulations as to the safety of design and construction of public schools, and for the accommodation of persons with disabilities.

As stated in our letter approving the plans and specifications for this project, the Department does not review design documents or construction for compliance with the electrical, mechanical, or plumbing regulations. It is the responsibility of the professional consultants named on the application to verify compliance with appropriate parts of the California Building Code, and to submit Verified Reports documenting compliance.

Sincerely,

Craig Rush
Area 04 Principal
Division of the State Architect

CR: pc

cc: Architect - Leo Johnson
Director of Facilities
Reading
File

EXHIBIT B
(2 of 3)



Division of the
State Architect
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

T 858.674.5400

10920 Via Frontera, Suite 300
San Diego, CA 92127
www.dsa.dgs.ca.gov

SEPTEMBER 27, 2010

Certification & Close of File

DR. JOSEPH FARLEY
CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 VALLE ROAD
SAN JUAN CAPISTRANO, CA 92675

Project: LAS FLORES MIDDLE SCHOOL
Application #: 04-108654
File Id # 30-9
Scope: CONSTRUCTION OF: ONE 48' X 40' CR/ MUSIC BLDG (PC 04-104778)
ALTERATIONS TO: ONE MP BLDG RESTROOM A; ONE RESTROOM BLDG F

Dear DR. Farley:

The Department of General Services' records indicate that the construction of the referenced project has been completed in accordance with design documents approved by the Department, and that all the Verified Reports covering the construction have been received. Therefore, the Department of General Services Certifies as follows:

This project is in compliance with California State regulations as to the safety of design and construction of public schools, and for the accommodation of persons with disabilities.

For relocatable buildings, which have been granted a waiver of durability for foundations, the owner should periodically inspect for, and correct, deterioration in order to maintain safe conditions. This certification is not valid if the buildings are moved to a site location other than shown on the approved plans.

As stated in our letter approving the plans and specifications for this project, the Department does not review design documents or construction for compliance with the electrical, mechanical, or plumbing regulations. It is the responsibility of the professional consultants named on the application to verify compliance with appropriate parts of the California Building Code, and to submit Verified Reports documenting compliance.

Sincerely,

Howard "Chip" Smith, Jr.
State Architect
Division of the State Architect

HS: pc

cc: Architect - Loe Johnson - PJHM Architect
Director of Facilities
Reading
File

EXHIBIT B
(3 of 3)

