



CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 Valle Road
San Juan Capistrano, CA 92675

BOARD OF TRUSTEES
Regular Meeting

January 9, 2012

Closed Session 5:30 p.m.
Open Session 7:00 p.m.

AGENDA

CLOSED SESSION AT 5:30 P.M.

- 1. CALL TO ORDER**
- 2. CLOSED SESSION COMMENTS**
- 3. CLOSED SESSION** (as authorized by law)

- A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS** **EXHIBIT 3A**
Dr. Joseph M. Farley/Ron Lebs/Randy Rowles *Pulled on 1/6/12*
to provide direction on possible sale and terms for District property at:
2 Liberty, Aliso Viejo, CA 92656
(Pursuant to Government Code §54956.8)
- B. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT** **EXHIBITS 3B1-B2**
1) Interim Deputy Superintendent, Business & Support Services (2 Part-Time Positions)
2) Program Specialist
(Pursuant to Government Code §54957)
- C. STUDENT EXPULSIONS** **EXHIBITS 3C1-C4**
Deliberations of Findings of Fact and Recommendations
(Pursuant to Education Code §48918{c} and §35145)
- D. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** **EXHIBIT 3D**
Number of Cases – One
(Pursuant to Government Code §54956.9{a})

Case No. 10-55559 and 10-56243 D.C. No. 2:06-cv-3049 ABC (JCx)
- E. CONFERENCE WITH LABOR NEGOTIATORS**
Joseph M. Farley/Jodee Brentlinger/Ron Lebs/Julie Hatchel/Sara Jocham/Jeff Bristow
Employee Organizations:
1) Capistrano Unified Education Association (CUEA)
2) California School Employees Association (CSEA)
3) Teamsters
4) Unrepresented Employees (CUMA)
(Pursuant to Government Code §54957.6)

PUBLIC HEARING: Agenda Item #1– Charter School Material Revision Request- Oxford Preparatory Academy
PUBLIC HEARING: Agenda Item #2 – Romero Bill/Open Enrollment Act Waiver Request
PUBLIC HEARING: Agenda Item #4 – Draft Plans for Trustee Area Boundary Redistricting

RECORDING OF SCHOOL BOARD MEETINGS

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

OPEN SESSION AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA – ROLL CALL

REPORT ON CLOSED SESSION ACTION

SPECIAL RECOGNITIONS

Student Body President's Report –San Clemente High School

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

PUBLIC HEARING

1. PUBLIC HEARING OF CHARTER SCHOOL MATERIAL REVISION REQUEST- OXFORD PREPARATORY ACADEMY: INFORMATION/ DISCUSSION

The Board of Trustees will consider materials revisions to the Oxford Academy Charter at the Board meeting on January 23, 2012. Material revisions to charters must be approved by the authority that originally granted the charter. The Board is also required to conduct this public hearing on the charter school's material revision requests to consider the level of support by District teachers, District employees, and parents prior to formally considering such action on January 23, 2012.

Oxford Academy wishes to materially revised its charter in the following ways:

1. Increase enrollment from 628 to 772 beginning with the 2012-2013 school year and continuing for each of the remaining school years in the current charter term
2. CUSD representative to the charter board, may serve as a voting member
3. Board meetings to alternate among all campuses operated by OPA
4. The non-profit corporation's bylaws require quarterly meetings
5. Replace board position titles of "President" and "Vice President" with "Chairman" and "Vice Chairman"

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

Staff Recommendation

It is recommended the Board President open the public hearing, determine if members of the public have submitted requests to speak on the item, and after hearing any speakers, formally close the public hearing.

2. PUBLIC HEARING FOR ROMERO BILL/OPEN ENROLLMENT ACT WAIVER REQUESTS: INFORMATION/ DISCUSSION

The Board will conduct a public hearing on the Romero Bill/Open Enrollment Act Waiver Requests. Supporting information is located in Exhibit 3.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

Staff Recommendation

It is recommended the Board President open the public hearing, determine if members of the public have submitted requests to speak on this item, and after hearing any speakers, formally close the hearing before proceeding to the next agenda item.

3. ROMERO BILL/OPEN ENROLLMENT ACT WAIVER REQUEST:

This item requests the Romero Bill/Open Enrollment Act Waiver Request for Crown Valley Elementary School identified on the 2012-2013 list based on its 2011 Academic Performance Index (API) score. Senate Bill SBX5-4, referred to as the Romero Bill/Open Enrollment Act, requires the State Superintendent of Public Instruction to compile a list of California's 1,000 "low achieving" schools according to API scores. Students attending schools on the list are granted the right to transfer out of the District, although districts are encouraged to provide in-district transfer options as well. In constructing the list of 1,000 schools, no local educational agency can have more than 10 percent of its schools deemed as open enrollment/low achieving schools. As a result, schools with an API close to, or over, 800 were included on the list. The District is seeking a General Waiver Request of Education Code §48352 excluding Crown Valley Elementary School from the list of low achieving schools.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

Staff Recommendation

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

It is recommended the Board of Trustees approve the General Waiver Request to waive Education Code §48352, excluding Crown Valley Elementary School from the 2012-2013 list of low achieving schools.

Motion by _____ Seconded by _____

4. PUBLIC HEARING OF DRAFT PLANS FOR TRUSTEE AREA BOUNDARY REDISTRICTING:

The Board will conduct a public hearing on the draft plans for trustee area boundary redistricting. Supporting information is located in Exhibit 5.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Staff Recommendation

It is recommended the Board President open the public hearing, determine if members of the public have submitted requests to speak on this item, and after hearing any speakers, formally close the hearing before proceeding to the next agenda item.

5. DRAFT PLANS FOR TRUSTEE AREA BOUNDARY REDISTRICTING:

National Demographics Corporation has been working on revising draft Plans B and D to reflect the direction received at the December 12 Board meeting and will review these plans with Trustees at the Board meeting. Due to time constraints and printing deadlines, the draft plans will be posted on the District website on the Agenda & Supporting Documents 2011 page concurrently with agenda when completed by National Demographics Corporation.

DISCUSSION/
ACTION
Page 1
EXHIBIT 3

INFORMATION/
DISCUSSION

INFORMATION/
DISCUSSION
Page 5
EXHIBIT 5

Attached for Trustee review and consideration are the following exhibits:

1. Resolution 1112-25 – Resolution Establishing Criteria for Adjusting Trustee Area Boundaries
2. Redistricting Schedule – adopted November 14, 2011
3. Revised Draft Plans B and D – Available on the District website at:
http://capousd.ca.schoolloop.com/cms/page_view?d=x&piid=&vpid=1293638734307

CUSD Strategic Plan Pillar 1: Community Relations

CUSD Strategic Plan Pillar 5: Effective Operations

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

Staff Recommendation

It is recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business and Support Services, to present this item.

Following discussion, it is recommended the Board of Trustees provide direction regarding the draft plans for Trustee area boundary redistricting.

DISCUSSION/ACTION ITEMS

6. MEMORANDUM OF UNDERSTANDINGS WITH VARIOUS AGENCIES FOR THE CAPISTRANO COLLABORATIVE FOR EDUCATION ADVANCEMENT, SCIENCE, TECHNOLOGY, ENGINEERING, AND MATH PROJECT:

DISCUSSION/
ACTION
Page 15
EXHIBIT 6

On September 26, 2011, the Board of Trustees approved the Capistrano Collaborative for Education Advancement (C²SEA), Science, Technology, Engineering, and Math (STEM) project along with the Memorandum of Understanding (MOU) with the National Park Service. At the meeting, staff shared that additional MOUs would be secured to further the multi-agency collaboration. Agencies including the Department of Interior – United States Fish and Wildlife Service and San Diego State University – College of Sciences, Field Stations Programs, are among the MOUs that are presented in this agenda item. Each MOU adds another agency to the C²SEA STEM project, which centers on bringing resources from remote locations to students in the District through virtual field trips. The program is a one-year pilot that involves nine schools with at least one class participating at each school. Teachers will work with scientists and historians at the parks to develop curricular units of study that promote STEM career paths. Students will participate in a minimum of three virtual field trips throughout the year. There are no financial implications with adding additional agencies to the project.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

Staff Recommendation

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

Following the discussion, it is recommended the Board of Trustees approve the Memorandum of Understandings with the United States Fish and Wildlife Service and San Diego State University.

Motion by _____

Seconded by _____

7. **RESOLUTION NO. 1112-28 – RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2011-2012 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2011-2012 TAX AND REVENUE ANTICIPATION NOTES THEREFORE AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID SERIES OF NOTES:**

DISCUSSION/
ACTION
Page 25
EXHIBIT 7

Tax and Revenue Anticipation Notes (TRANs) are short-term debt instruments issued by a school district to meet the cash flow needs. The District needs additional cash flow because of timing gaps between receipt of revenues and the expenditure of general fund monies. By approving Resolution No. 1112-28, the District will have the opportunity to participate in the California School Cash Reserve Program and issue a TRAN to meet cash flow needs at the end of the 2011-2012 fiscal year. Adoption of the resolution does not obligate the District to participate in the program. There are no costs to the District if a TRAN isn't issued. The resolution delegates to the administration the authority to decide on participation based upon the parameters set forth in the resolution.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Staff Recommendation

It is recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business and Support Services, who will introduce this item.

Following discussion, it is recommended Trustees approve Resolution No. 1112-28 authorizing the borrowing of funds for fiscal year 2011-2012 and the issuance and sale of 2011-2012 Tax and Revenue Anticipation Notes therefore and participation in the California School Cash Reserve program and requesting the Board of Supervisors of the County to issue and sell said series of notes.

Motion by _____

Seconded by _____

ROLL CALL:

Student Advisor Ryan Pallas _____

Trustee Addonizio _____

Trustee Alpay _____

Trustee Brick _____

Trustee Bryson _____

Trustee Hatton _____

Trustee Palazzo _____

Trustee Pritchard _____

8. **REVISED 2012 SCHOOL BOARD MEETING SCHEDULE:**

DISCUSSION/
ACTION
Page 73
EXHIBIT 8

At the December 12, 2012, Board meeting, Trustees approved the Board meeting schedule for July through December and omitted the meeting previously approved for April 2. The Board meeting scheduled and approved for Monday, November 12 has been designated on the 2012-2013 School Calendar as the Veterans Day holiday for the District. In addition, Deputy Superintendent Ron Lebs was notified by Tish Koch from OCDE of a problem with the December 17 Board meeting date. The county deadline for the first interim report is December 15; therefore, the December Board meeting requires an earlier date. The Board may wish to consider alternate dates to replace the November 12 and the December 17 Board meetings and approve the revisions to the School Board Meeting Schedule.

Contact: Joseph M. Farley, Superintendent

Staff Recommendation

It is recommended the Board of Trustees consider alternate dates to replace the November 12 and the December 17 Board meetings, and approve the revisions to the 2012 School Board Meeting Schedule.

Motion by _____

Seconded by _____

9. **DIVISION OF STATE ARCHITECT UPDATE:** INFORMATION/
Update of progress of the Division of State Architect Construction and Project DISCUSSION
listing. There is no financial impact at this time. There will be a fee to reopen the Page 75
closed applications to finalize and close them with certification when all EXHIBIT 9
documentation is completed. There is no change from the information provided to
the Board of Trustees at its December 12, 2011, meeting.
CUSD Strategic Plan Pillar 2: Safe and Healthy Schools
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

Staff Recommendation:

It is recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business and Support Services, to provide the DSA Update and answer any questions the Board of Trustees may have. This is an information item only and no Board action is necessary.

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 the staff recommend approval of all consent Calendar items.

GENERAL FUNCTIONS

10. **SCHOOL BOARD MINUTES:** Page 77
Approval of the amended minutes of the November 30, 2011, regular Board meeting EXHIBIT 10
and the December 12, 2011, regular Board meeting.
Contact: Jane Boos, Manager, Board Office Operations

CURRICULUM & INSTRUCTION

11. **AGREEMENT FCI-SD-04 BY AND BETWEEN CHILDREN AND FAMILIES** Page 95
COMMISSION OF ORANGE COUNTY AND CAPISTRANO UNIFIED EXHIBIT 11
SCHOOL DISTRICT:
Approval of the agreement for the provision of services from July 1, 2011 through June 30, 2012. The Children and Families Commission of Orange County has entered into an agreement for the District to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development as set forth in the California Children and Families Act of 1998. The District is reimbursed approximately \$525,100 for students and families who participate in this program.
CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment
Contact: Julie Hatchel, Assistant Superintendent, Education Services

12. **EXTENDED SCHOOL YEAR PROPOSAL:** Page 151
Approval of the proposed Extended School Year (ESY) schedule as presented. Section EXHIBIT 12
3043 of Title 5 of the California Code of Regulations establishes that ESY services shall be provided for students with exceptional needs. A student is eligible for ESY if it is determined by the Individualized Education Plan that an interruption of the pupil's educational programming may cause regression. In 2011, the District's ESY consisted of a four-week, 19-day program for elementary and middle school students, and a five-week, 24-day high school program. ESY classes were offered at seven elementary and middle school campuses, one high school campus, and one adult transition center. Last year's program served approximately 760 special education students. The total cost of the ESY program is approximately \$1,800,000. The District is reimbursed approximately \$360,000 for students who participate in this program.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Sara Jocham, Assistant Superintendent, SELPA & Special Education Operations

BUSINESS & SUPPORT SERVICES

- 13. PURCHASE ORDERS, COMMERCIAL WARRANTS, AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS:**

Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2). 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 total \$4,047,058.59; the commercial warrants total \$5,206,813.21. Attachment 3 is a list of previously Board-approved bids and contracts to assist in the review of the purchase order and commercial warrant listings.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

Page 153
EXHIBIT 13

- 14. DONATION OF FUNDS AND EQUIPMENT:**

A number of gifts have been donated to the District, including \$344,926.91 in cash. These funds will be deposited in the appropriate school accounts. Items other than cash gifts have no financial impact on the budget. The District does not guarantee maintenance of those items or the expenditure of any District funds for their continued use.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services

Page 195
EXHIBIT 14

- 15. SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION AGREEMENTS:**

Approval of the ratification of special education Informal Dispute Resolution (IDR) agreements. It is recommended the Board of Trustees ratify IDR #70311 and IDR #70611. Due to the confidential nature of the agreements, supporting information is provided to the Trustees under separate cover.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations

- 16. SPECIAL EDUCATION SETTLEMENT AGREEMENTS:**

Approval of the ratification of special education settlement agreements. It is recommended the Board of Trustees ratify settlement agreements #2011110615 and #2011110164. Due to the confidential nature of the agreements, supporting information is provided to the Trustees under separate cover.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations

- 17. INDEPENDENT CONTRACTOR AGREEMENT – MEDIATION AND PROBLEM SOLVING SERVICES FOR CAPISTRANO UNIFIED SCHOOL DISTRICT, SHERI B. LOEWENSTEIN:**

Approval of an independent contractor agreement with Sheri B. Loewenstein to provide mediation and problem solving services for the District. Sheri B. Loewenstein will provide services at the rates indicated on the fee schedule for the 2011-2012 school year. Scheduled services under this contract are estimated to be \$50,000 funded by the general fund.

CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services

Page 199
EXHIBIT 17

18. **INDEPENDENT CONTRACTOR AGREEMENT – STAFF DEVELOPMENT TRAINING, QUANTUM LEARNING NETWORK:** Page 207
EXHIBIT 18
 Approval of an independent contractor agreement with Quantum Learning Network to provide staff development training for District administrators. The training will focus on teaching strategies, curriculum design, content delivery, and learning skills to enrich student learning. Quantum Learning Network will provide services at the rate indicated on the fee schedule for the 2011-2012 school year. Expenditures under this contract are estimated to be \$23,480, funded by Economic Impact Aid categorical funds
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
19. **CONSULTANT AGREEMENT – WORKERS’ COMPENSATION ADMINISTRATOR CLAIMS AUDIT:** Page 219
EXHIBIT 19
 Approval of a consultant agreement with AON Global Risk Consulting to provide an evaluation of the third party Workers’ Compensation services the District receives from CorVel Enterprise Comp, Incorporated. CorVel provides all claims handling when District employees are injured on the job. The District has a longstanding and satisfactory relationship with CorVel and is currently in the third year of a three-year, annually renewable contract. In 2008 and prior to entering into the existing three-year contractual agreement, the District performed a claims audit on CorVel. Three years later, it is time to perform an audit on CorVel to ensure its standard of practice is still acceptable. The District received two audit proposals, one from MARSH Risk Consulting Practice, the company that performed the previous audit, and AON Global Risk Consulting, a company that has performed other audits for the District. Of the two, AON offers a slightly better proposal for a 25-file, on-site audit for a fixed price of \$8,500 with an option to do a remote audit for \$1,000 less. MARSH proposed a 22-file, on-site audit for a fixed price of \$8,600 plus expenses and travel.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
20. **AWARD OF REQUEST FOR QUALIFICATIONS NO. 8-1011, FINANCIAL ADVISORY SERVICES, FIELDMAN ROLAPP & ASSOCIATES AND GOVERNMENT FINANCIAL SERVICES:** Page 229
EXHIBIT 20
 Approval of the award of RFQ No. 8-1011, Financial Advisory Services to Fieldman Rolapp & Associates and Government Financial Services. Both firms provided sufficient evidence of their capability to perform the expected scope of services. These firms were selected for their high level of technical qualifications and professionalism. This selection process provides additional consultants for the delivery of financial services.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
21. **AMENDMENT/EXTENSION OF LISTING AGREEMENT – GRUBB & ELLIS COMPANY:** Page 231
EXHIBIT 21
 Approval of the amendment/extension of the listing agreement with Grubb & Ellis Company for the current lease agreement in Building C to IQinVision. IQinVision’s broker, Voit, contacted Grubb & Ellis Company (the District’s broker used in the previous transaction) regarding a desire to extend their term for another 28 months with a new expiration date of December 31, 2015. Grubb & Ellis Company is interested in continuing to represent the District. Although specific rental rates have not been negotiated as of yet, Grubb & Ellis Company believes that an amended agreement with a longer term would result in significant positive rental income. Extending the listing agreement with Grubb & Ellis Company would allow District representatives to negotiate an amended/extended lease agreement with IQinVision.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services

PERSONNEL SERVICES

22. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT–CLASSIFIED EMPLOYEES:** Page 241
EXHIBIT 22
Approval of the activity list for employment, separation, and additional assignments of classified employees. These positions will be charged to the appropriate fund and are included in the adopted budget.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services
23. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:** Page 249
EXHIBIT 23
Approval of the activity list for employment, separation, and additional assignments of certificated employees. These positions will be charged to the appropriate fund and are included in the adopted budget.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services
24. **EMPLOYEE CONTRACT – INTERIM EXECUTIVE DIRECTOR AND DIRECTOR, PERSONNEL SERVICES:** Page 255
EXHIBIT 24
Approval of an employment contract on an interim basis to provide services during the duration of the recruitment process for an Executive Director, Personnel Services, and Director, Personnel Services.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services
25. **EMPLOYEE CONTRACT – INTERIM DEPUTY SUPERINTENDENT, PART-TIME:** Page 261
EXHIBIT 25
Approval of an employment contract on an interim, part-time basis, to provide fiscal and budget-related services during the recruitment, selection, and appointment process for a Deputy Superintendent, Business and Support Services.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Joseph M. Farley, Superintendent
26. **EMPLOYEE CONTRACT – INTERIM DEPUTY SUPERINTENDENT, PART-TIME:** Page 263
EXHIBIT 26
Approval of an employment contract on an interim, part-time basis, to provide business, maintenance, operations, and support services during the recruitment, selection, and appointment process for a Deputy Superintendent, Business and Support Services.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Joseph M. Farley, Superintendent

Motion by _____

Seconded by _____

ROLL CALL:

Student Advisor Ryan Pallas _____

Trustee Addonizio _____

Trustee Alpay _____

Trustee Brick _____

Trustee Bryson _____

Trustee Hatton _____

Trustee Palazzo _____

Trustee Pritchard _____

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.

ADJOURNMENT

Motion by _____ Seconded by _____

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS WEDNESDAY,
JANUARY 25, 2012, 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

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.

GENERAL WAIVER REQUEST

GW-1 (Rev. 10-2-09)

<http://www.cde.ca.gov/re/lr/wr/>**First Time Waiver: X****Renewal Waiver: _____**

Send Original plus one copy to:
 Waiver Office, California Department of Education
 1430 N Street, Suite 5602
 Sacramento, CA 95814

Send Electronic copy in **Word** and
 back-up material to: waiver@cde.ca.gov

		CD CODE						
		3	0	6	6	4	6	4
Local educational agency: Capistrano Unified School District on behalf of Crown Valley Elementary School		Contact name and Title: Julie Hatchel, Asst. Supt. Education				Contact person's e-mail address: jhatchel@capousd.org		
Address: (City) (State) (ZIP) 33122 Valle Road San Juan Capistrano, CA 92675		Phone (and extension, if necessary): (949) 234-9229 Fax Number: (949) 489-0467						
Period of request: (month/day/year) From: 7/1/12 To: 6/29/13		Local board approval date: (Required) January 9, 2012				Date of public hearing: (Required) January 9, 2012		
LEGAL CRITERIA								
1. Under the general waiver authority of <i>Education Code</i> 33050-33053, the particular <i>Education Code</i> or <i>California Code of Regulations</i> section(s) to be waived (number): 48352 Circle One: <u>EC</u> or CCR Topic of the waiver: Open Enrollment Act								
2. If this is a renewal of a previously approved waiver, please list Waiver Number: N/A and date of SBE Approval _____ Renewals of waivers must be submitted two months before the active waiver expires.								
3. Collective bargaining unit information. Does the district have any employee bargaining units? ___ No <u>X</u> Yes If yes, please complete required information below: Bargaining unit(s) consulted on date(s): 12-16-11 Name of bargaining unit and representative(s) consulted: Capistrano Unified Education Association, Vicki Soderberg, President The position(s) of the bargaining unit(s): ___ Neutral <u>X</u> Support ___ Oppose (<i>Please specify why</i>) Comments (if appropriate):								
4. Public hearing requirement: A public hearing is not simply a board meeting, but a properly noticed public hearing held during a board meeting at which time the public may testify on the waiver proposal. Distribution of local board agenda does not constitute notice of a public hearing. Acceptable ways to advertise include: (1) print a notice that includes the time, date, location, and subject of the hearing in a newspaper of general circulation; or (2) in small school districts, post a formal notice at each school and three public places in the district. How was the required public hearing advertised? <u>X</u> Notice in a newspaper <u>X</u> Notice posted at each school <u>X</u> Other: (<i>Please specify</i>) Notification to community by website								
5. Advisory committee or school site councils. Please identify the council(s) or committee that reviewed this waiver: Date the committee/council reviewed the waiver request: 1-4-12 Were there any objection(s)? No <u>X</u> Yes ___ (<i>If there were objections please specify</i>)								

6. *Education Code or California Code of Regulations* section to be waived. If the request is to waive a portion of a section, type the text of the pertinent sentence of the law, or those exact phrases requested to be waived (use a **strike out key**).

48352. For purposes of this article, the following definitions apply:

~~(a) "Low achieving school" means any school identified by the Superintendent pursuant to the following:~~

~~— (1) Excluding the schools, and taking into account the impact of the criteria in paragraph (2), the Superintendent annually shall create a list of 1,000 schools ranked by increasing API with the same ratio of elementary, middle, and high schools as existed in decile 1 in the 2008-09 school year.~~

~~— (2) In constructing the list of 1,000 schools each year, the Superintendent shall ensure each of the following:~~

~~— (A) A local educational agency shall not have more than 10 percent of its schools on the list. However, if the number of schools in a local educational agency is not evenly divisible by 10, the Superintendent shall round up to the next whole number of schools.~~

~~— (B) Court, community, or community day schools shall not be included on the list.~~

~~— (C) Charter schools shall not be included on the list.~~

(b) "Parent" means the natural or adoptive parent or guardian of a dependent child.

(c) "School district of enrollment" means a school district other than the school district in which the parent of a pupil resides, but in which the parent of the pupil nevertheless intends to enroll the pupil pursuant to this article.

(d) "School district of residence" means a school district in which the parent of a pupil resides and in which the pupil would otherwise be required to enroll pursuant to Section 48200.

Title 5 CCR 4701. Identification of Open Enrollment Schools.

~~a) The State Superintendent of Public Instruction (SSPI) shall annually construct a list of 1,000 schools for the Open Enrollment Act that maintains the same ratio of elementary, middle, and high schools as existed in decile 1 of the 2009 Base Academic Performance Index (API) file and retains only "10 percent" of a local educational agency's (LEA's) schools pursuant to the following methodology:~~

~~(1) the list of 1,000 schools shall include 687 elementary schools, 165 middle schools, and 148 high schools;~~

~~(2) the list of 1,000 schools shall exclude the following:~~

~~(A) schools that are court, community, or community day schools;~~

~~(B) schools that are charter schools;~~

~~(C) schools that are closed; and~~

~~(D) schools that have fewer than 100 valid test scores.~~

~~3) an LEA shall have on the list no more than 10 percent of its total number of schools that are not closed. However, when that total number of schools is not evenly divisible by 10, the 10 percent number of the LEA's schools shall be rounded up to the next whole number; and~~

~~(4) to produce the final list of 1,000 schools, the SSPI shall apply the following process: (A) create a pool of schools:~~

~~1. for the purpose of constructing the Open Enrollment Schools List for transfer during the 2010-2011 school year, this pool shall be created by selecting all schools from the 2009 Base API file.~~

7. Desired outcome/rationale. Describe briefly the circumstances that brought about the request and why the waiver is necessary to achieve improved student performance and/or streamline or facilitate local agency operations. If more space is needed, please attach additional pages.

Approval of this waiver will minimize disruption to the educational program. The percentage of students at Crown Valley who qualify for free and reduced price meals has risen from 29% to 35% within the past four years. Despite this increase in poverty, Crown Valley staff is committed to an outstanding educational program. The API score for 2011 is 798, which is two points below the state benchmark of 800. There are 2,139 eligible schools with an API lower than 798.

The Romero Bill "failing school" designation does not match the reality of this school.

8. Demographic Information:

Crown Valley Elementary School has a student population of 339 and is located in a suburban area in Laguna Niguel, Orange County. Specific demographic information regarding tested subgroups is attached.

Is this waiver associated with an apportionment related audit penalty? (per EC 41344) No ☒ Yes ☐
(If yes, please attach explanation or copy of audit finding)

Has there been a Categorical Program Monitoring (CPM) finding on this issue? No ☒ Yes ☐
(If yes, please attach explanation or copy of CPM finding)

District or County Certification – I hereby certify that the information provided on this application is correct and complete.

Signature of Superintendent or Designee:	Title: Superintendent	Date:
FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY		
Staff Name (type or print):	Staff Signature:	Date:
Unit Manager (type or print):	Unit Manager Signature:	Date:
Division Director (type or print):	Division Director Signature:	Date:
Deputy (type or print):	Deputy Signature:	Date:

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 9, 2012

**DRAFT PLAN REVIEW, DISCUSSION, AND DIRECTION REGARDING
TRUSTEE AREA BOUNDARY REDISTRICTING**

BACKGROUND INFORMATION

With the passage of Measure H on November 2, 2010, the District changed the current method of election to a “by trustee area” method of election requiring each member of the Board of Trustees to reside within, and be elected by, the voters living within that particular Trustee area or district. Voters in a Trustee area no longer elect members of the Board of Trustees for other Trustee areas. The election scheduled for Tuesday, November 6, 2012, will employ this method of election.

In addition, the 2010 Census generated updated demographic data. As populations shift, Trustee areas need to be evaluated and rebalanced every ten years to reflect the revised census data. This Trustee area analysis needs to be completed, revised, and established prior to March 1, 2012.

1. On November 14, 2011, Trustees approved Resolution No. 1112-25, Establishing Criteria for Adjusting Trustee Area Boundaries which put in place the following criteria for adjusting Trustee area boundaries:
2. Each Trustee area shall contain a nearly equal number of inhabitants
3. Trustee area borders shall be drawn in a manner that complies with the Federal Voting Rights Act
4. Trustee areas shall consist of contiguous territory in as compact a form as possible
5. Trustee area borders shall respect communities of interest as much as possible
6. Trustee area borders shall follow visible natural and man-made geographical and topographical features as much as possible
7. Trustee area borders shall follow municipal boundaries as much as possible
8. Trustee area borders shall take into consideration the location of schools
9. Trustee areas known to be areas of higher-than-average population growth in the two to five years following this boundary line adjustment may be under populated within the population deviation amounts allowed by law

At the Board meeting on December 12, 2011, Trustees held a public hearing, reviewed draft redistricting plans, and provided direction to National Demographics Corporation on the draft plans with instructions to make certain modifications to the draft plans for review and consideration at the Board Meeting scheduled for January 9, 2012. Direction received from Trustees at the December 9, 2011, Board meeting is outlined below.

1. The Board decided to eliminate from further discussion NDC Draft Plan A (“Least Change”), Draft Plan C (“Elementary Attendance Areas”), and Draft Plan E (“Cities, High School Attendance Areas”).
2. The Board instructed NDC to use Draft Plan B and Draft Plan D as “templates” for two new plans and gave the additional directions:
 - City boundaries be respected, with special focus on cities that are unnecessarily divided or under-represented in the 2001 districts, and also that attention be given to city “spheres of influence,” prospective annexations, and anticipated developments.
 - High school attendance areas be recognized in boundary design, some account be taken of feeder patterns, and care given to issues such as gang involvement in school areas.
 - Communities of interest to be defined to include concentrations of Hispanic population, new developments, and other self-identifying communities.
 - Natural and man-made boundaries be recognized.

The two new plans will differ markedly from their templates and from each other. Each plan will represent a different “balance” of the factors listed above, while also complying with all the requirements of law.

CURRENT CONSIDERATIONS

National Demographics Corporation, has been working on revising draft Plans B and D to reflect the direction received at the December 9 Board meeting and will review these plans with Trustees at the Board meeting. Due to time constraints and printing deadlines, the draft plans will be posted on the District website on the Agenda & Supporting Documents 2011 page concurrently with agenda when completed by National Demographics Corporation.

Attached for Trustee review and consideration are the following exhibits:

1. Resolution 1112-25 – Resolution Establishing Criteria for Adjusting Trustee Area Boundaries
2. Redistricting Schedule – adopted November 14, 2011

3. Revised Draft Plans B and D – Available under separate cover on the District website at:
http://capousd.ca.schoolloop.com/cms/page_view?d=x&piid=&vpid=1293638734307

FINANCIAL IMPLICATIONS

Estimated financial implications associated with the Trustee area boundary redistricting process are estimated to be between \$60,000 and \$70,000. Election costs are in addition to this amount and are estimated to be between \$300,000 and \$364,000.

STAFF RECOMMENDATIONS

It is recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business and Support Services, to present this item.

Following discussion, it is recommended the Board of Trustees provide direction regarding the draft plans for Trustee area boundary redistricting.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1112-25

**ESTABLISHING CRITERIA FOR
ADJUSTING TRUSTEE AREA BOUNDARIES**

WHEREAS, the Board of Trustees of the Capistrano Unified School District (“District”) was elected under an “at-large” or “from-trustee area” election system where Trustees were elected by voters of the entire District, but had to reside within the designated Trustee area boundaries; and

WHEREAS, the voters of the District adopted Measure H at an election on November 2, 2010; and

WHEREAS, Measure H alters the way Trustees of the District are elected to “by-trustee area” election where each Trustee must reside within the designated Trustee area boundary and is elected only by the voters in that Trustee areas; and

WHEREAS, pursuant to Measure H, the District now employs a “by-trustee area” election method and the next regularly scheduled Board of Trustees elections in November 2012 will be held using this election system; and

WHEREAS, Education Code section 5019.5 requires school districts employing “by-trustee area” election method to adjust the boundaries of Trustee areas following the decennial federal census; and

WHEREAS, the District has undertaken a study of its Trustee areas using 2010 federal census data in order to ensure compliance with state and federal voting law; and

WHEREAS, the Federal Voting Rights Act (42 U.S.C. §1973) prohibits the use of any voting qualification, or prerequisite to voting, or standard, practice, or procedure, in a manner which results in a denial or abridgement of the right of any citizen of the United States to vote on account of race or color; and

WHEREAS, federal law and the Equal Protection Clause require that each Trustee area be equal in population to ensure compliance with the “one person, one vote” rule; however, deviations (less than five percent [5%] greater than or less than the ideal, for a total of ten percent [10%] deviation) are presumptively constitutional under the Equal Protection Clause where required to meet an official criteria; and

WHEREAS, the Board of Trustees has instructed National Demographics Corporation, its demographer, and District staff to prepare maps using 2010 census data that adjust the Trustee areas to create Trustee areas as nearly equal as possible to ensure the lawfulness of the District’s election procedures but wishes to provide official criteria for any needed deviations.

BE IT RESOLVED the Board of Trustees of Capistrano Unified School District hereby adopts the following criteria to guide the establishment of Trustee areas for the Board of Trustees:

1. Each Trustee area shall contain a nearly equal number of inhabitants;
2. Trustee area borders shall be drawn in a manner that complies with the Federal Voting Rights Act;
3. Trustee areas shall consist of contiguous territory in as compact a form as possible;
4. Trustee area borders shall respect communities of interest as much as possible;
5. Trustee area borders shall follow visible natural and man-made geographical and topographical features as much as possible;
6. Trustee area borders shall follow municipal boundaries as much as possible;
7. Trustee area borders shall take into consideration the location of schools;
8. Trustee areas known to be areas of higher-than-average population growth in the two to five years following this boundary line adjustment may be underpopulated within the population deviation amounts allowed by law.

BE IT FURTHER RESOLVED the Superintendent or his designee shall be authorized to take any additional acts needed to effectuate the purpose and intent of this Resolution.

AYES: (9)

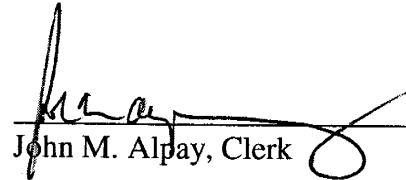
NOES (2)

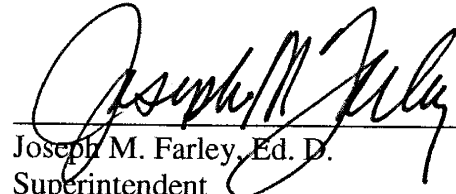
ABSENT (1)

ABSTAIN (0)

I, Joseph M. Farley, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting thereof on the 14th day of November, 2011, by a roll call vote of said Board.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 14th day of November, 2011.


John M. Alpay, Clerk


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

**Capistrano Unified School District
Redistricting Schedule
Adopted November 14, 2011**

Completion Deadline: March 1, 2012

Option 1: Basic Process				
Meeting Date	Agenda Packets go out	Materials to Staff	Deliverables	Action Items
14-Nov-11	7-Nov-11	1-Nov-11	Criteria Resolution Demographics of existing trustee areas Introduction to process & rules Presentation on schedule options	Adopt criteria resolution Provide direction on schedule
12-Dec-11	5-Dec-11	28-Nov-11	Draft Plans	Public Hearing on Draft Plans Direction to NDC for possible revisions
9-Jan-12	2-Jan-12	12-Dec-11	Revised Draft Plan(s)	Review plans and provide direction on any desired plan revisions; OR give direction on plan to be prepared for final adoption
25-Jan-12	18-Jan-12	11-Jan-12	Revised Plan OR materials for final adoption	Final Adoption - OR - Board selects preferred plan for formal adoption at next meeting
13-Feb-12	6-Feb-12	31-Jan-12	materials for final adoption	Final Adoption (if needed)

ADDENDUM
to the
Memorandum of Understanding
Between
The United States Department of the Interior
National Park Service
And
Capistrano Unified School District

This Agreement is entered into by and between the United States Department of the Interior, National Park Service (hereinafter “NPS”), acting through the Director of the Southern California Research Learning Center (hereinafter “SCRLC”) Susan Teel, and Capistrano Unified School District (hereinafter “CUSD”), a public unified school district located in San Juan Capistrano, California, acting through its Assistant Superintendent, Education Services, Julie Hatchel.

On this date, the two above agencies will include the following new agencies as collaborators in the same initiative: The United States Fish and Wildlife Service (FWS) and San Diego State University, College of Sciences – Field Stations Programs (SDSU FSP).

ARTICLE 1 – BACKGROUND AND OBJECTIVES

This task Agreement initiates formal collaboration among NPS entity the SCRLC and CUSD, along with FWS and SDSU FSP in the form of an Addendum to the original Memorandum of Understanding (MOU) to pilot a science, technology, engineering, and math (STEM) program featuring virtual field trips, actual field trips, which include application of scientific monitoring and research methods, and an ambassadorship/mentoring component. The purpose of the proposed Agreement is to increase cooperation among our groups and further our collective missions. Below is background information for each program to demonstrate how collaboration would be mutually beneficial to all parties.

The ultimate goal of the SCRLC is to facilitate the application of scientific information to natural resource management, the complimentary goal of promoting strong STEM curricula programs at CUSD, and to train students to explore, understand, and apply science, technology, engineering, and mathematics towards employment in science related fields. The strong application based nature of the program at CUSD is an ideal match with the SCRLC programs.

The District is committed to collaboration between community agencies to safeguard that educational goals and objectives are relevant to the lives and future of students. Goals include ensuring that students, especially those from represented populations, demonstrate competency in challenging subject matter, including mathematics and science. In addition, CUSD goals focus on clear career orientation and marketable skills for all students so that they are well prepared to experience success at the university level or in vocational fields of study. Students will also be proficient in using the tools of technology and be able to demonstrate the ability to solve problems alone or in groups. The goals outlined above can be met through the engagement of teachers, students, and experts associated with all agencies in STEM based virtual projects.

The purpose of the FWS is to utilize the San Diego National Wildlife Refuge Complex as an outdoor classroom, both virtually and physically, to promote scientific inquiry, research strategies, and foster environmental stewardship. It is the FWS mission for students to build a connection to nature in the areas the students will be visiting. The collaboration between the FWS and other partners will highlight the variety of career opportunities and will assist the students in developing unique skills for the future.

The role of the SDSU FSP is to promote and support scientific research at locations such as Santa Margarita Ecological Reserve and Sky Oaks Biological Field Station. The purpose is to integrate science and research results into management strategies, and promote resource stewardship. The SDSU FSP communicates scientific information in mediums which promote increased awareness and understanding of the Mediterranean biome by resource managers, students and the public.

The purpose of this Agreement is to formalize our partnership through the following objectives:

1. Pilot a program to include nine District schools. Collaboratively the partners will plan and execute a minimum of three virtual field trips from each of 3 remote locations coordinated through SCRLC to make a total of 9 virtual field trips.
2. Representatives from participating agencies will interpret the science and/or history/social science during the virtual field trips.
3. Teachers will work with representatives from various agencies to create supplemental curriculum and a roadmap of locations to visit for the grade level intended for incorporation into the virtual field trips at each of 3 remote locations.
4. Additionally teachers will develop a themed roadmap of locations to visit for the grade level. The roadmap will be used to refine the project concept described by the white paper and develop an outline for grant proposals to assist in seeking grant funding.
5. Representatives from each participating agency may participate in writing a plan for a larger project based on the white paper concept and in writing proposals seeking grant funding to implement the revised white paper concept project.
6. Representatives from each participating agency will collaborate on all aspects of the program during the pilot year.

ARTICLE II - AUTHORITY

The MOU is used to document mutually agreed upon policies, procedures, objectives, and/or assistance relationships that do not involve funding. The enabling park legislation or the general management authorities under **16 USC §§1-3** are the legal authorities for this Agreement.

ARTICLE III – STATEMENT OF WORK

In addition to the original MOU, the follow parties will be assigned to join the collaborative effort between NPS and CUSD.

- A. Capistrano Unified School District will:
 1. Appoint Julie Hatchel, Assistant Superintendent, Education Services, as Principal Investigator (PI) of the program.

2. Cooperate with agency representative to ensure that the conduct of the project complies with each said agency's *Governing Code of Conduct, Peer Review, and Information Quality Corrections for Cultural and National Resource Disciplines* and/or other documents required by agency regulations.
 3. Fully acknowledge all agencies in any published or formally presented materials developed or derived from this MOU.
 4. Ensure that teacher and student participates have properly working equipment and materials to participate in virtual field trips.
- B. The National Park Service will:
1. Assign Susan Teel as the ATR.
 2. Provide assistance to CUSD as provided in **16 USC §§1a-2j** and **Article VI** of this document.
 3. Inform the PI of the specific activities required to comply with the *NPS Interim Guidance Document Governing Code of Conduct, Peer Review, and Information Quality Correction for National Park Service Cultural and National Resource Disciplines*, and with any and all subsequent guidance issued by the NPS Director to replace this interim document.
 4. Fully acknowledge CUSD in any published or formally presented material developed or derived collaboratively from this partnership.
- C. The US Fish and Wildlife Service will:
1. Assign Paul McKim as the PI of the program.
 2. Provide in-kind assistance to CUSD as provided in **Article VI** of this document.
 3. Ensure that all drivers working on FWS lands have appropriate volunteer paperwork on file with FWS before doing any work on a project.
 4. Fully acknowledge CUSD in any published or formally presented material developed or derived collaboratively from this partnership.
- D. San Diego State University College of Sciences – Field Stations Programs will:
1. Assign Pablo Bryant as Lead Scientist.
 2. Provide in-kind assistance to CUSD as provided in **Article VI** of this document.
 3. Ensure that all drivers working on SDSU FSO lands have appropriate paperwork on file with SDSU FSP before doing any work on a project.
- Fully acknowledge CUSD in any published or formally presented material developed or derived collaboratively from this partnership.

ARTICLE IV – TERM OF AGREEMENT

This Agreement will be effective for a period of one year from the date of final signature, unless it is terminated earlier by one of the three parties pursuant to ARTICLE V that follows.

ARTICLE V – KEY OFFICIALS

Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. The representatives listed below are in addition to those mentioned in the original MOU between NPS and CUSD. They are:

1. Paul McKim, Assistant Regional Director US FWS
2800 Cottage Way

Sacramento, CA 95825
Paul.mckim@fws.gov
916-414-6619

2. Chantel Jimenez, Director of Education and Outreach US FWS
P.O. Box 2358
Chula Vista, CA 91911
Chantel.jimenez@fws.gov
541-231-1282
3. Pablo Bryant, Research Technology Manager, SDSU FSP
SDSU FSP – GMCS 604
5500 Campanile Drive
San Diego, CA 92182-1010
pbryant@sciences.sdsu.edu
(619) 507-0944
4. Dr. Stanley Maloy, Dean/Biology Professor, SDSU FSP
SDSU FSP – GMCS 604
5500 Campanile Drive
San Diego, CA 92182-1010
smaloy@sciences.sdsu.edu
(619) 594-5142
5. Julie Mitsven, Director of Resource Management, SDSU, FSP
SDSU FSP – GMCS 604
5500 Campanile Drive
San Diego, CA 92182-1010
jmitsven@sciences.sdsu.edu
(619) 594-2590

Changes in Key Officials –No agency may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI – REPORTS AND OTHER DELIVERABLES

A. Schedule and Milestones

1. All representatives will meet bi-annually to collaborate about program progress. Adjustments will be made after each meeting to ensure achievement of stated goals and objectives.
2. Representatives from all agencies will meet annually to draft a new MOU or otherwise modify the project for the following year.

B. Description of Project Reports

1. Notes summarizing the meetings will serve as the project reports. Within 10 days after the final meeting, summary notes will be distributed to all participants.
2. The District will use the project reports to create a presentation to share with the Board of Trustees on a yearly basis.

ARTICLE VII – PROPERTY UTILIZATION

Personal property from any agency maintained in the District will be used and disposed of as set forth in said agency Regulations.

ARTICLE VIII – MODIFICATION AND TERMINATION

The proposed Agreement may be modified or terminated at any time by the mutual consent of the parties or by either party with sixty days advance written notice.

ARTICLE IX – STANDARD CLAUSES

A. Civil Rights

1. During the performance of this Agreement, the participants agree to abide by the terms of US Federal Government – Civil Rights Assurance Certification, non-discrimination, and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. Promotions

1. The District will not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies Governmental Departmental, bureau, or Government employee endorsement of a product, service, or position which the District represents. No release of information relating to this Agreement may state or imply that the Government approves of the District's work product, or considers the Repository's work product to be superior to other products or services.

C. Liability

1. The District accepts responsibility for any property damage, injury, or death caused by the negligent acts or omission of their respective faculty, employees, or agents arising under this MOU, to the fullest extent of the law.
2. NPS shall be responsible, to the extent allowed by the Federal Tort Claims Act, **28 USC §§1346** et seq., for claims against the United States for injury or loss of property or death resulting from the negligent or wrongful act or omission of its employee(s) while acting within the scope of his or her employment and with the scope of this MOU.

D. Public Information Release

1. The District will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer:

“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the US

Government. Mention of trade names or commercial products does not constitute their endorsement by the US Government.”

2. The District will obtain prior approval from agency representative for any public information release that refers to said agency, any bureau or employee (by name or title) or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the ATR, who will forward such materials to the public affairs office, along with the request for approval.
 3. Agency representatives will obtain prior District approval from the Chief Communications Officer or designee for any public information release that refers to Capistrano Unified School District, any school or department or employee (by name or title) or student or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the Chief Communications Officer or designee for approval.
- E. Publications of Results of Studies
1. No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no Agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

ARTICLE X – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE NATIONAL PARK SERVICE

Signature: _____

Name: Tom Workman

Title: Superintendent – Cabrillo National Monument

Date: _____

Signature: _____

Name: Susan Teel

Title: Director – Southern California Research Learning Center

Date: _____

FOR CAPISTRANO UNIFIED SCHOOL DISTRICT

Signature: _____

Name: Joseph M. Farley, Ed. D

Title: Superintendent

Date: _____

Signature: _____

Title: Gary Pritchard, CUSD Board of Trustees

Date: _____

ARTICLE X – SIGNATURES (con't)

FOR THE UNITED STATES FISH AND WILDLIFE SERVICE

Signature: _____

Name: Paul McKim

Title: Assistant Regional Director – US FWS

Date: _____

FOR SAN DIEGO STATE UNIVERSITY, COLLEGE OF SCIENCES – FIELD STATIONS PROGRAMS

Signature: _____

Name: Dr. Stan Maloy

Title: Dean – College of Sciences

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 9, 2012

RESOLUTION NO. 1112-28

RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2011-2012 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2011-2012 TAX AND REVENUE ANTICIPATION NOTES THEREFORE AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID SERIES OF NOTES

BACKGROUND INFORMATION

Tax and Revenue Anticipation Notes (TRANs) are short-term debt instruments issued by a school district to meet the cash flows needs. The District needs additional cash because of timing gaps between receipt of revenues and the expenditure of general fund monies.

The District receives the largest portion of its revenue from local property taxes, which are paid primarily in December and April of each year. The District receives a smaller portion of its revenue on a monthly basis from state and federal programs. As such, in the months prior to the receipt of property taxes, the District is projected to experience a cash shortage. In order to offset this potential cash shortage, the District has historically issued TRANs in order to meet cash flow needs. In July 2011, the District issued a TRAN to meet its payroll and vendor payments in the months prior to the receipt of the property tax

The 2011-2012 California State Budget deferred the payment of an additional \$2.1 billion of Proposition 98 funds that should have been paid to K-12 districts in the current fiscal year until the 2012-2013 fiscal year. This latest deferral brings the total amount of deferred payments the state owes to all school districts from February through June to over \$8.3 billion. This means approximately 40 percent of the total state-apportionment payments the District should have received before June 30th will now not be paid by the state until after the start of the next fiscal year. As a result of these deferrals, the District may experience a cash balance deficit at the end of the fiscal year.

By passing the resolution, the District will have the opportunity to participate in the California School Cash Reserve Program sponsored by California School Boards Association Finance Corporation. Since its inaugural issuance in 1988, the program has pooled the issuance of over 5,500 TRANs for California school districts, community college districts, and county offices of education. Through participation in the Cash Reserve Program, the District will be able to issue a TRAN as part of this cost-effective pooled structure.

EXHIBIT 7

Attachment 1

Resolution No. 1112-28 – Resolution of the Governing Board Authorizing the Borrowing of Funds for the Fiscal Year 2011-2012 and the Issuance and Sale of One or More Series of 2011-2012 Tax and Revenue Anticipation Notes Therefore and Participation in the California School Cash Reserve Program and Requesting the Board of Supervisors of the County to Issue and Sell Said Series of Notes

Page 2

Adoption of the resolution does not obligate the District to participate in the program. There are no costs to the District if a TRAN isn't issued. The resolution delegates to the administration the authority to decide on participation based upon the parameters set forth in the resolution.

CURRENT CONSIDERATIONS

This agenda item requests Board approval of Resolution No. 1112-28 to issue an amount not to exceed \$25 million in a TRAN for the 2011-2012 fiscal year, and to participate in the California School Cash Reserve Program sponsored by the California School Boards Association Finance Corporation. The TRAN will be issued to help balance cash flow needs across fiscal years 2011-2012 and 2012-2013. It is projected the District will experience a cash flow shortfall of approximately \$21.3 million in June 2011. Borrowing will allow the District to fund this current year shortfall and repay the note with 2011-2012 state deferral payments to be received in 2012-2013.

FINANCIAL IMPLICATIONS

At this time, the total financial implications of the issuance of a TRAN for the 2011-2012 fiscal year are not quantifiable. The total costs will be known closer to the date of issuance, at which time the final number of participants will be determined, and market conditions will be known. Interest expense and issuance costs are the primary expenses of the TRAN.

STAFF RECOMMENDATION

It is recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business and Support Services, who will introduce this item.

Following discussion, it is recommended Trustees approve Resolution No. 1011-28 authorizing the borrowing of funds for fiscal year 2011-2012 and the issuance and sale of one or more series of 2011-2012 Tax and Revenue Anticipation Notes therefore and participation in the California School Cash Reserve program and requesting the Board of Supervisors of the County to issue and sell said series of notes.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1112-28

**RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING
OF FUNDS FOR FISCAL YEAR 2011-2012 AND THE ISSUANCE AND SALE OF ONE
OR MORE SERIES OF 2011-2012 TAX AND REVENUE ANTICIPATION NOTES
THEREFOR AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH
RESERVE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE
COUNTY TO ISSUE AND SELL SAID SERIES OF NOTES**

CAPISTRANO UNIFIED SCHOOL DISTRICT*

COUNTY OF ORANGE

MAXIMUM AMOUNT OF BORROWING: \$25,000,000

WHEREAS, school districts, community college districts and county boards of education are authorized by Sections 53850 to 53858, both inclusive, of the California Government Code (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes; and

WHEREAS, in order to satisfy certain obligations and requirements of the school district, community college district or county board of education specified above (the "District"), a public body corporate and politic located in the County designated above (the "County"), the District, on August 18, 2011, issued a promissory note in the principal amount of \$74,990,000 (the "Prior Note") pursuant to a resolution (the "Prior Resolution") of the governing board of the District (the "Board"), adopted on June 29, 2011, and the Act, secured by a pledge of certain unrestricted revenues as set forth in the Prior Resolution (the "Prior Pledged Revenues"); and

WHEREAS, the Board has determined that, in order to satisfy certain additional obligations and requirements of the District, it is desirable that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing designated above, be borrowed for such purpose during its fiscal year ending June 30, 2012 ("Fiscal Year 2011-2012") by the issuance of

* If the Name of the District indicated on the face hereof is not the correct legal name of the District which adopted this Resolution, it shall nevertheless be deemed to refer to the District which adopted this Resolution, and the Name of the District indicated on the face hereof shall be treated as the correct legal name of said District for all purposes in connection with the Program (as hereinafter defined).

its 2011-2012 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the "Series A Notes" and any subsequent series of which shall be referred to herein as "Additional Notes," and collectively with the Series A Notes, the "Notes"), in one or more series (each a "Series"), therefor in anticipation of the receipt by or accrual to the District during Fiscal Year 2011-2012 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof), capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

WHEREAS, the Principal Amount may, as determined by the Authorized Officer (as hereinafter defined), be divided into two or more portions evidenced by two or more Series of Notes, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation if one Series of Notes is issued, or if more than one Series of Notes are issued, such Principal Amount will be equal to the sum of the Series Principal Amounts (as defined in Section 2 hereof) as confirmed and set forth in the Pricing Confirmation applicable to each Series of Notes; and

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance, in one or more Series, of the Notes; ^{**} and

WHEREAS, because the District does not have fiscal accountability status pursuant to Section 42650 or Section 85266 of the California Education Code, it requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Notes in one or more Series; and

WHEREAS, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in said Section 53853, following receipt of this Resolution, and the Notes, in one or more series, are issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Notes, in one or more series, in its name pursuant to the terms stated herein; and

WHEREAS, it appears, and this Board hereby finds and determines, that the principal amount of the Prior Note plus the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2011-2012 which will be received by or which will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which will be available for the payment of the principal of the Prior Note and each Series of Notes and the interest thereon; and

^{**} Unless the context specifically requires otherwise, all references to "Series of Notes" herein shall be deemed to refer, to (i) the Note, if issued in one series by the County (or the District, as applicable) hereunder, or (ii) each individual Series of Notes severally, if issued in two or more series by the County (or the District, as applicable) hereunder.

WHEREAS, except in connection with the Prior Note, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2011-2012 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

WHEREAS, pursuant to Section 53856 of the Act, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2011-2012 are authorized to be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided); and

WHEREAS, the District has determined that it is in the best interests of the District to participate in the California School Cash Reserve Program (the "Program"), whereby participating school districts, community college districts and county boards of education (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes; and

WHEREAS, due to uncertainties existing in the financial markets, the Program has been designed with alternative structures, each of which the District desires to approve; and

WHEREAS, under the first structure (the "Certificate Structure"), the District would issue one or more Series of Notes, each Series of Notes to be marketed with some or all of the notes issued simultaneously by other Issuers participating in the Program, and Piper Jaffray & Co., as underwriter for the Program (the "Underwriter"), would form one or more pools of notes or series of certificates (the "Certificates") of participation (the "Series of Certificates") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series of Certificates, and (ii) possibly other features, all of which the District hereby authorizes the Underwriter to determine; and

WHEREAS, the Certificate Structure requires the Issuers participating in any particular Series of Certificates to deposit their applicable series of tax and revenue anticipation notes with U.S. Bank National Association, as trustee (the "Trustee"), pursuant to a trust agreement between such Issuers and the Trustee (the trust agreement applicable to each Series of Certificates, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the "Trust Agreement"), and requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Certificates evidencing and representing proportionate undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series of Certificates; and

WHEREAS, if the Certificate Structure is implemented, the District desires to have the Trustee execute and deliver a Series of Certificates which evidences and represents interests of the owners thereof in each Series of Notes issued by the District and the notes issued simultaneously by other Issuers participating in such Series of Certificates; and

WHEREAS, as additional security for the owners of each Series of Certificates, all or a portion of the payments by all of the Issuers of their respective series of notes comprising such Series of Certificates may or may not be secured by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the “Credit Instrument”) issued by the credit provider (or credit providers) (collectively, the “Credit Provider”) designated in the applicable Trust Agreement, as finally executed, pursuant to a credit agreement (or agreements) or commitment letter (or letters) (such credit agreement (or agreements) or commitment letter (or letters), if any, in the forms presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the “Credit Agreement”) identified in the applicable Trust Agreement, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

WHEREAS, pursuant to the Certificate Structure, the Underwriter will submit an offer to purchase each Series of Notes issued by the District and the notes issued by other Issuers participating in the same Series of Certificates all as evidenced and represented by such Series of Certificates (which offer will specify, as designated in the Pricing Confirmation applicable to the sale of such Series of Notes to be sold by the District, the principal amount, interest rate and Credit Instrument (if any)), and has submitted a form of certificate purchase agreement (such certificate purchase agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the “Certificate Purchase Agreement”) to the Board; and

WHEREAS, pursuant to the Certificate Structure each participating Issuer will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Certificates, (ii) if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer’s allocable share of all Predefault Obligations and the Issuer’s Reimbursement Obligations, if any (each as defined in the Trust Agreement); and

WHEREAS, the Certificate Structure requires that each participating Issuer approve the Trust Agreement, the alternative Credit Instruments and Credit Agreements, if any, and the Certificate Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

WHEREAS, under the second structure (the “Bond Pool Structure”), participating Issuers would be required to sell each series of their tax and revenue anticipation notes to the California School Cash Reserve Program Authority (the “Authority”) pursuant to note purchase agreements (such note purchase agreements, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the “Note Purchase Agreements”), each between such individual Issuer and the Authority, and dated as of the date of the Pricing Confirmation applicable to the sale of the individual Issuer’s series of notes to be sold, a form of which has been submitted to the Board; and

WHEREAS, the Authority, pursuant to advice of the Underwriter, will form one or more pools of notes of each participating Issuer (the “Pooled Notes”) and assign each respective series of notes to a particular pool (the “Pool”) and sell a series of senior bonds (each a “Series of Senior Bonds”) and, if desirable, a corresponding series of subordinate bonds (each a “Series of Subordinate Bonds” and collectively with a Series of Senior Bonds, a “Series of Pool Bonds”) secured by each Pool pursuant to an indenture and/or a supplement thereto (the original indenture and each supplement thereto applicable to a Series of Pool Bonds to which the Note shall be assigned is hereinafter collectively referred to as the “Indenture”) between the Authority and the Trustee, each Series of Pool Bonds distinguished by (i) whether or what type(s) of Credit Instrument(s) secure(s) such Series of Pool Bonds, (ii) the principal amounts or portions of principal amounts of the notes of such respective series assigned to the Pool, or (iii) other factors, and the District hereby acknowledges and approves the discretion of the Authority, acting upon the advice of the Underwriter, to assign the District’s Notes of such respective Series to such Pool and such Indenture as the Authority may determine; and

WHEREAS, at the time of execution of the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District, the District will (in such Pricing Confirmation) request the Authority to issue a Series of Pool Bonds pursuant to an Indenture to which such Series of Notes identified in such Pricing Confirmation will be assigned by the Authority in its discretion, acting upon the advice of the Underwriter, which Series of Pool Bonds will be payable from payments of all or a portion of principal of and interest on such Series of Notes and the other respective series of notes of other participating Issuers assigned to the same Pool and assigned to the same Indenture to which the District’s Series of Notes is assigned; and

WHEREAS, as additional security for the owners of each Series of Pool Bonds, all or a portion of the payments by all of the Issuers of the respective series of notes assigned to such Series of Pool Bonds may or may not be secured (by virtue or in form of the Series of Pool Bonds, as indicated in the Pricing Confirmation applicable to such Series of Pool Bonds, being secured in whole or in part) by one or more Credit Instruments issued by one or more Credit Providers designated in the applicable Indenture, as finally executed, pursuant to a Credit Agreement, if any, identified in the applicable Indenture, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

WHEREAS, pursuant to the Bond Pool Structure each Issuer, whose series of notes is assigned to a Pool as security for a Series of Pool Bonds, will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Pool Bonds, (ii), if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer’s allocable share of all Predefault Obligations and the Issuer’s Reimbursement Obligations, if any (each as defined in the Indenture) applicable to such Series of Pool Bonds; and

WHEREAS, the Bond Pool Structure requires that each participating Issuer approve the Indenture, the alternative Credit Instruments and Credit Agreements, if any, and the Note Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement, if any, to be determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

WHEREAS, pursuant to the Bond Pool Structure, the Underwriter will submit an offer to the Authority to purchase, in the case of each Pool of notes, the Series of Pool Bonds which will be secured by the Indenture to which such Pool will be assigned; and

WHEREAS, all or portions of the net proceeds of each Series of Notes issued by the District, may be invested in one or more Permitted Investments (as defined in the Trust Agreement or the Indenture, as applicable), including under one or more investment agreements with one or more investment providers (if any), the initial investment of which is to be determined in the Pricing Confirmation related to such Series of Notes; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, the Board hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. All the above recitals are true and correct and this Board so finds and determines.

Section 2. Issuance of Notes.

(A) Initial Issuance of Notes. This Board hereby determines to borrow, and hereby requests the Board of Supervisors of the County to borrow for the District, in anticipation of the receipt by or accrual to the District during Fiscal Year 2011-2012 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation)* of the District, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, of Notes under Sections 53850 *et seq.* of the Act, designated generally as the District's "2011-2012 [Subordinate]** Tax and Revenue Anticipation Notes, Series ___" in one or more of the following Series, in order of priority of payment as described herein:

(1) the Series A Notes, being the initial Series of Notes issued under this Resolution, together with one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a parity with the Series A Notes (collectively, the "Senior Notes"); and

(2) one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a subordinate basis to (i) any Senior Notes, and (ii) any previously issued Subordinate Notes if so specified in the related Pricing Confirmation (collectively, the "Subordinate Notes"), which Subordinate Notes shall be identified as such.

* For purposes of this Resolution, such funds shall be referred to as the "capital fund" and "special revenue fund."

** A Series of Notes shall bear the "Subordinate" designation if it is a Series of Subordinate Notes.

Each such Series of Notes shall be issued in the form of one registered note at the principal amount thereof (the "Series Principal Amount") as set forth in the applicable Pricing Confirmation and all such Series Principal Amounts aggregating to the Principal Amount set forth in such Pricing Confirmations, in each case, to bear a series designation, to be dated the date of its respective delivery to the respective initial purchaser thereof, to mature (without option of prior redemption) not more than thirteen (13) months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation applicable to such Series of Notes (collectively, the "Maturity Date"), and to bear interest, payable at the applicable maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the applicable Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed twelve percent (12%) per annum as determined in the Pricing Confirmation applicable to such Series of Notes and indicated on the face of such Series of Notes (collectively, the "Note Rate").

With respect to the Certificate Structure, if a Series of Notes as evidenced and represented by the corresponding Series of Certificates is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If a Series of Notes as evidenced and represented by the corresponding Series of Certificates is unsecured in whole or in part and is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

With respect to the Bond Pool Structure, if a Series of Pool Bonds issued in connection with a Series of Notes is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Series of Notes in whole or in part and all principal of and interest on such Series of Notes is not paid in full at maturity or payment of principal of and interest on such Series of Notes is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Indenture), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Indenture). If a Series of Notes or the Series of Pool Bonds issued in connection therewith is not so secured in whole or in part and such Series of Notes is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

In each case set forth in the preceding two paragraphs, the obligation of the District with respect to such Defaulted Note or unpaid Series of Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District

shall not be liable thereon except to the extent of the income and revenue provided for Fiscal Year 2011-2012 within the meaning of Article XVI, Section 18 of the California Constitution, as provided in Section 8 hereof.

Both the principal of and interest on each Series of Notes shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of U.S. Bank National Association in Los Angeles, California, or as otherwise indicated in the Trust Agreement or the Indenture, as applicable. The Principal Amount may, prior to the issuance of any Series of Notes, be reduced from the Maximum Amount of Borrowing specified above, in the discretion of the Underwriter upon consultation with the Authorized Officer. The Principal Amount shall, prior to the issuance of the last Series of Notes, be reduced from the Maximum Amount of Borrowing specified above if and to the extent necessary to obtain an approving legal opinion of Orrick, Herrington & Sutcliffe LLP ("Bond Counsel") as to the legality thereof or, if applicable, the exclusion from gross income for federal tax purposes of interest thereon (or on any Series of Pool Bonds related thereto). The Principal Amount shall, prior to the issuance of the last Series of Notes, also be reduced from the Maximum Amount of Borrowing specified above, and other conditions shall be met by the District prior to the issuance of each Series of Notes, if and to the extent necessary to obtain from the Credit Provider that issues the Credit Instrument securing the corresponding Series of Certificates evidencing and representing such Series of Notes or the related Series of Pool Bonds to which such Series of Notes is assigned its agreement to issue the Credit Instrument securing such Series of Certificates or Series of Pool Bonds, as the case may be. Notwithstanding anything to the contrary contained herein, if applicable, the approval of the corresponding Credit Provider of the issuance of such Series of Notes and the decision of the Credit Provider to deliver the Credit Instrument shall be in the sole discretion of the Credit Provider, and nothing herein shall be construed to require the Credit Provider to issue a Credit Instrument or to approve the issuance of such Series of Notes.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Notes, in the District's name, in one or more series, pursuant to the terms stated in this Section 2 and the terms stated hereafter. The Notes, in one or more series, shall be issued in conjunction with the note or notes (in each case, in one or more series) of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

(B) Issuance of Additional Notes. The District (or the County on its behalf, as applicable) may at any time issue pursuant to this Resolution, one or more Series of Additional Notes consisting of Senior Notes or Subordinate Notes (including Subordinate Notes that are further subordinated to previously issued Subordinate Notes, as provided in the applicable Pricing Confirmation), subject in each case to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Series of Additional Notes:

(1) The District shall not have issued any tax and revenue anticipation notes relating to the 2011-2012 fiscal year except (a) the Prior Note or tax and revenue anticipation notes issued in connection with the Program under this Resolution, or (b) notes secured by a pledge of its Unrestricted Revenues (as defined in Section 8) that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder; the

District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.

(2) The aggregate of the principal amount of the Prior Note and the Principal Amount of Notes issued and at any time outstanding hereunder shall not exceed any limit imposed by law, by this Resolution or by any resolution of the Board amending or supplementing this Resolution (each a "Supplemental Resolution").

(3) Whenever the District shall determine to issue, execute and deliver any Additional Notes pursuant to this Section 2(B), the Series Principal Amount of which, when added to the Series Principal Amounts of all Series of Notes previously issued by the District, would exceed the Maximum Amount of Borrowing authorized by this Resolution, the District shall adopt a Supplemental Resolution amending this Resolution to increase the Maximum Amount of Borrowing as appropriate and shall submit such Supplemental Resolution to the Board of Supervisors of the County as provided in Section 53850 *et seq.* of the Act with a request that the County issue such Series of Additional Notes in the name of the District as provided in Sections 2(A) and 9 hereof. The Supplemental Resolution may contain any other provision authorized or not prohibited by this Resolution relating to such Series of Additional Notes.

(4) The District may issue a Series of Additional Notes that are Senior Notes payable on a parity with all other Series of Senior Notes of the District or that are Subordinate Notes payable on a parity with one or more Series of outstanding Subordinate Notes, only if it obtains (a) the consent of each Credit Provider relating to each previously issued Series of Notes that will be on a parity with such Series of Additional Notes, and (b) evidence that no rating then in effect with respect to any outstanding Series of Certificates or Series of Bonds, as applicable, from a Rating Agency will be withdrawn, reduced, or suspended solely as a result of the issuance of such Series of Additional Notes (a "Rating Confirmation"). Except as provided in Section 8, the District may issue one or more Series of Additional Notes that are subordinate to all previously issued Series of Notes of the District without Credit Provider consent or a Rating Confirmation. The District may issue tax and revenue anticipation notes other than the Prior Note and in connection with the Program under this Resolution only if such notes are secured by a pledge of its Unrestricted Revenues that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder.

(5) Before such Additional Notes shall be issued, the District shall file or cause to be filed the following documents with the Trustee:

(a) An Opinion of Counsel to the District to the effect that (A) such Additional Notes constitute the valid and binding obligations of the District, (B) such Additional Notes are special obligations of the District and are payable from the moneys pledged to the payment thereof in this Resolution, and (C) the applicable Supplemental Resolution, if any, has been duly adopted by the District.

(b) A certificate of the District certifying as to the incumbency of its officers and stating that the requirements of this Section 2(B) have been met.

(c) A certified copy of this Resolution and any applicable Supplemental Resolution.

(d) If this Resolution was amended by a Supplemental Resolution to increase the Maximum Amount of Borrowing, the resolution of the County Board of Supervisors approving such increase in the Maximum Amount of Borrowing and the issuance of such Additional Notes, or evidence that the County Board of Supervisors has elected to not issue such Additional Notes.

(e) An executed counterpart or duly authenticated copy of the applicable Certificate Purchase Agreement or Note Purchase Agreement.

(f) A Pricing Confirmation relating to the Series of Additional Notes duly executed by an Authorized Officer (as defined in Section 4).

(g) The Series of Additional Notes duly executed by the applicable County representatives as provided in Section 9 hereof, or executed by the applicable Authorized Officers if the County shall have declined to issue the Series of Additional Notes in the name of the District, either in connection with the initial issuance of the Series A Notes or in connection with any Supplemental Resolution increasing the Maximum Amount of Borrowing.

(h) If the Additional Notes are to be parity Senior Notes or parity Subordinate Notes, the Credit Provider consent(s) and Rating Confirmation(s) required pursuant to paragraph (4) above.

Upon the delivery to the Trustee of the foregoing instruments and, if the Bond Pool Structure is implemented, satisfaction of the provisions of Section 2.12 of the Indenture with regard to the issuance of a corresponding Series of Additional Bonds (as defined therein), the Trustee shall authenticate and deliver said Additional Notes to, or upon the written request of, the District. Upon execution and delivery by the District and authentication by the Trustee, said Additional Notes shall be valid and binding obligations of the District notwithstanding any defects in satisfying any of the foregoing requirements.

Section 3. Form of Notes. Each Series of the Notes shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Section 4. Sale of Notes; Delegation. Any one of the President or Chairperson of the Board, the Superintendent, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or, in the absence of said officer, his or her duly appointed assistant (each an "Authorized Officer"), is hereby authorized and directed to negotiate, with the Underwriter (if the Certificate Structure is

implemented) or the Authority (if the Bond Pool Structure is implemented), an interest rate or rates on each Series of the Notes to the stated maturity or maturities thereof, which shall not, in any individual case, exceed twelve percent (12%) per annum (per Series of Notes), and the purchase price to be paid by the Underwriter or the Authority, as applicable, for the respective Series of the Notes, which purchase price shall be at a discount which when added to the District's share of the costs of issuance shall not be more than the greater of (a) one percent (1%) of (i) the Principal Amount of the Note, if only one Series of Notes is issued or (ii) the Series Principal Amount of each individual Series of Notes, if more than one series is issued, or (b) two thousand five hundred dollars (\$2,500). If such interest rate and price and other terms of the sale of the Series of Notes set out in the Pricing Confirmation applicable to such Series of Notes are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the pricing confirmation supplement applicable to such Series of Notes to be delivered by the Underwriter (on behalf of itself, if the Certificate Structure is implemented and on behalf of the Authority, if the Bond Pool Structure is implemented) to the District on a date within five (5) days, or such longer period of time as agreed by the Underwriter or the Authority, as applicable, of said negotiation of interest rates and purchase price during the period from May 1, 2011 (or the date of adoption of this Resolution if after May 1, 2011) through June 15, 2012 (the "Pricing Confirmation"), substantially in the form presented to this meeting as Schedule I to the Certificate Purchase Agreement or the Note Purchase Agreement, as applicable, with such changes therein as said Authorized Officer shall require or approve, and such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. In the event more than one Series of Notes are issued, a separate Pricing Confirmation shall be executed and delivered corresponding to each Series of Notes. Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Pricing Confirmation applicable to a Series of Notes, the Certificate Purchase Agreement or the Note Purchase Agreement applicable to such Series of Notes, substantially in the forms presented to this meeting, which forms are hereby approved, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Certificate Purchase Agreement or Note Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Pricing Confirmation. Delivery of a Pricing Confirmation by fax or telecopy of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Certificate Purchase Agreement or the Note Purchase Agreement(s), as applicable, and/or the corresponding Pricing Confirmation(s).

Section 5. Program Approval. The District hereby delegates to the Authority the authority to select which structure (*i.e.*, the Certificate Structure or the Bond Pool Structure) shall be implemented, with the Authorized Officer of the District accepting and approving such selection by execution of the applicable Pricing Confirmation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be combined with notes of other Issuers into a Series of Certificates as set forth in general terms in the Pricing Confirmation (which need not include specific

information about such other notes or Issuers) applicable to such Series of Notes, and shall be marketed and sold simultaneously with such other notes of that Series with such credit support (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Certificates which shall evidence and represent proportionate, undivided interests in such Series of Notes in the proportion that the face amount of such Series of Notes bears to the total aggregate face amount of such Series of Notes and the notes issued by other Issuers which the Series of Certificates represent. Such Certificates may be delivered in book-entry form.

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Certificates which evidences and represents interests of the owners thereof in the related Series of Notes of the District and the notes issued by other Issuers evidenced and represented by such Series of Certificates, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes, the Trust Agreement and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation, the Trust Agreement and the Credit Agreement(s) (if any).

The form of Trust Agreement, alternative general types of Credit Instruments and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement and the Credit Agreement(s), if applicable, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement, Credit Agreement(s) and Pricing Confirmation, respectively.

The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Underwriter is hereby authorized to distribute the Preliminary Official Statement in connection with the offering and sale of each Series of Certificates. Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement for each Series of Certificates. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement for the applicable Series of Certificates shall be, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in a Preliminary Official Statement relating to the other Issuers or any Credit Provider, and the Authority is hereby authorized to certify on behalf of the District that each Preliminary Official Statement is, as of its date, deemed final within the meaning of the Rule. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the related Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Certificates, for and in the name and on

behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute each Series of Certificates on behalf of the District pursuant to the terms and conditions set forth in the related Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Certificate contained in the Trust Agreement. When so executed, each Series of Certificates shall be delivered by the Trustee to the Underwriter upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement and the applicable Certificate Purchase Agreement.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes as evidenced and represented by a Series of Certificates shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to such Series of Certificates, and therefore, if applicable, all or a portion of such Series of Notes, if any, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of the Series of Certificates which evidence and represent such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the applicable Series of Certificates will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes as evidenced and represented by the related Series of Certificates is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, of the Series of Certificates of which such Series of Notes is a part, at the time of original issuance of such Series of Certificates. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

If the Certificate Structure is implemented, any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of a

Tax-Exempt (as defined in Section 7) Series of Notes and the related Series of Certificates. To the extent permitted by law, the Authority, the Trustee, the Underwriter and Bond Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of a Tax-Exempt Series of Notes and the related Series of Certificates, as directed by an Authorized Officer of the District.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, the Pricing Confirmation for a Series of Notes may, but shall not be required to, specify the Series of Pool Bonds to which such Series of Notes will be assigned (but need not include information about other series of notes assigned to the same pool or their Issuers).

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Senior Bonds and corresponding Series of Subordinate Bonds, if any, to which each Series of Notes issued by the District will be assigned, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation and the Credit Agreement(s) (if any).

The alternative general types of Credit Instruments and the forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver a Credit Agreement(s), if any, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Credit Agreement and Pricing Confirmation, respectively.

The form of Indenture presented to this meeting is hereby acknowledged and approved, and it is acknowledged that the Authority will execute and deliver the Indenture and one or more Supplemental Indentures, which shall be identified in the Pricing Confirmation applicable to the Series of Notes to be issued, in substantially one or more of said forms with such changes therein as the Authorized Officer who executes such Pricing Confirmation shall require or approve (substantially final forms of the Indenture and the Supplemental Indenture (if applicable) to be delivered to the Authorized Officer concurrently with the Pricing Confirmation applicable to the Series of Notes to be issued), such approval of such Authorized Officer and this Board to be conclusively evidenced by the execution of the Pricing Confirmation applicable to such Series of Notes. It is acknowledged that the Authority is authorized and requested to issue one or more Series of Pool Bonds (consisting of a Series of Senior Bonds and, if desirable, a corresponding Series of Subordinate Bonds) pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed.

Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement(s) and Official Statement(s) of the Authority relating to a Series of Pool Bonds. If, at any time prior to the execution of a Pricing

Confirmation, any event occurs as a result of which the information contained in the corresponding Preliminary Official Statement or other offering document relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to such Series of Notes or the Series of Pool Bonds issued in connection with such Series of Notes, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of such Series of Notes or the Series of the Pool Bonds issued in connection with such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of such Series of Pool Bonds will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes is secured in whole or in part by a Credit Instrument (by virtue of the fact that the corresponding Series of Pool Bonds is secured by a Credit Instrument), any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, assigned to the Series of Pool Bonds issued in connection with such Series of Notes, at the time of original issuance of such Series of Pool Bonds. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

(C) Appointment of Professionals. Piper Jaffray & Co. (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as underwriter for the Program, the law firm of Orrick, Herrington & Sutcliffe LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as bond counsel for the Program, and the law firm of Kutak Rock LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing

Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as special counsel to the District in connection with the Program.

Section 6. No Joint Obligation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with such notes of other Issuers participating in the Program into a Series of Certificates evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to owners of a Series of Certificates is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and the applicable Series of Notes as evidenced and represented by such Series of Certificates. Owners of Certificates, to the extent of their interest in a Series of Notes, shall be treated as owners of such Series of Notes and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and such Series of Notes. The District hereby recognizes the right of the owners of a Series of Certificates acting directly or through the Trustee to enforce the obligations and covenants contained in the Series of Notes evidenced and represented thereby, this Resolution and the Trust Agreement. The District shall be directly obligated to each owner of a Series of Certificates for the principal and interest payments on the Series of Notes evidenced and represented by such Certificates without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, each Series of Notes will be issued in conjunction with a series of notes of one or more other Issuers and will be assigned to a Pool in order to secure a corresponding Series of Pool Bonds. In all cases, the obligation of the District to make payments on or in respect to each Series of its Notes is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and such Series of Notes.

Section 7. Disposition of Proceeds of Notes. The moneys received from the sale of each Series of Notes evidenced and represented by a Series of Certificates or each Series of Pool Bonds issued in connection with a Series of Notes, as the case may be, allocable to the District's share of the costs of issuance (which shall include any fees and expenses in connection with the related Credit Instrument(s) applicable to such Series of Notes or Series of Pool Bonds) shall be deposited in an account in the Costs of Issuance Fund established for such Series of Notes or such Series of Pool Bonds, as applicable, and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, and expended as directed by the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented) on Costs of Issuance as provided in the Trust Agreement or the Indenture, as applicable. The moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, is hereby designated the "Deposit to Proceeds Subaccount" and shall be deposited in the District's Proceeds Subaccount attributed to such Series of Notes hereby authorized to be

created pursuant to, and held and invested by the Trustee under, the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to use and expend moneys, upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as applicable. The Pricing Confirmation applicable to each Series of Notes shall set forth such amount of the Deposit to Proceeds Subaccount. Each Authorized Officer is hereby authorized to approve the amount of such Deposit to Proceeds Subaccount. Subject to Section 8 hereof, the District hereby covenants and agrees to replenish amounts on deposit in each Proceeds Subaccount attributed to a Series of its Note to the extent practicable from any source of available funds up to an amount equal to the unreplenished withdrawals from such Proceeds Subaccount.

The Trustee shall transfer to each Payment Account (hereinafter defined) relating to a Series of Notes from amounts on deposit in the related Proceeds Subaccount attributed to such Series of Notes on the first day of each Repayment Period (as defined hereinafter) (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date, are equal to the percentages of the principal and interest due with respect to such Series of Notes at maturity for the corresponding Repayment Period set forth in such Pricing Confirmation; provided, however, that on the twentieth date of the next to last Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), or, if only one Repayment Period is applicable to a Series of Notes, on the twentieth day of the month preceding the Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), the Trustee shall transfer all remaining amounts in the Proceeds Subaccount attributed to the Series of Notes to the related Payment Account all as and to the extent provided in the Trust Agreement or the Indenture, as applicable; provided, however, that with respect to the transfer in or prior to any such Repayment Period, as applicable, if said amount in the Proceeds Subaccount attributed to a Series of Notes is less than the corresponding percentage set forth in the Pricing Confirmation applicable to the related Series of Notes of the principal and interest due with respect to such Series of Notes at maturity, the Trustee shall transfer to the related Payment Account attributed to such Series of Notes of the District all amounts on deposit in the Proceeds Subaccount attributed to such Series of Notes on the day designated for such Repayment Period.

For Notes issued in calendar 2011, in the event either (A) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2011, will, at the time of the issuance of such Tax-Exempt Series of the Notes (as indicated in the certificate of the District executed as of the date of issuance of such Tax-Exempt Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2011, will, at the time of the issuance of such Tax-Exempt Series of Notes (as indicated in

the related District Certificate), exceed five million dollars (\$5,000,000), the second following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Tax-Exempt Series of Notes.

For Notes issued in calendar year 2012, in the event either (A) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2012, will, at the time of the issuance of such Tax-Exempt Series of the Notes (as indicated in the certificate of the District executed as of the date of issuance of such Tax-Exempt Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2012, will, at the time of the issuance of such Tax-Exempt Series of Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Tax-Exempt Series of Notes.

Amounts in any Proceeds Subaccount relating to a Tax-Exempt Series of Notes of the District and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of each Tax-Exempt Series of Notes, the balance in the related Proceeds Subaccount attributable to cash flow borrowing and treated for federal tax purposes as proceeds of such Tax-Exempt Series of Notes is low enough so that the amounts in the Proceeds Subaccount attributable to such Tax-Exempt Series of Notes qualify for an exception from the rebate requirements (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of 1986 (the "Code"), the District shall promptly notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Orrick, Herrington & Sutcliffe LLP, Bond Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

The term "Tax-Exempt" shall mean, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code. Each Series of Notes issued hereunder (or any Series of Pool Bonds related thereto) may be issued as a Tax-Exempt Series of Notes or such that the interest on such Series of Notes is not Tax-Exempt.

Section 8. Source of Payment.

(A) Pledge. The term “Unrestricted Revenues” shall mean the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2011-2012 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on all Series of Notes issued hereunder, subject to the first lien and charge against the Prior Pledged Revenues securing the Prior Note pursuant to the Prior Resolution and the payment priority provisions of Section 17 hereof and this Section 8, the District hereby pledges the first Unrestricted Revenues to be received by the District in the periods specified in each Pricing Confirmation as Repayment Periods (each individual period a “Repayment Period” and collectively “Repayment Periods”), in an amount equal to the percentages of the principal and interest due with respect to each Series of Notes at maturity for the corresponding Repayment Period specified in such Pricing Confirmations (the “Pledged Revenues”).

(B) Lien and Charge. As provided in Section 53856 of the Act, all Series of Notes issued hereunder and the interest thereon, subject to the first lien and charge against the Prior Pledged Revenues securing the Prior Note pursuant to the Prior Resolution and the payment priority provisions of Section 17 hereof and this Section 8, shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues.

(C) General Obligation. As provided in Section 53857 of the Act, notwithstanding the provisions of Section 53856 of the Act and of subsection (B) of this Section, all Series of Notes issued hereunder shall be general obligations of the District and, in the event that on the tenth Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each such Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes) the District has not received sufficient Unrestricted Revenues to permit the deposit into each Payment Account of the full amount of Pledged Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of all Series of Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available, in the following order of priority: first, to satisfy pro-rata any deficiencies attributable to any Series of Senior Notes; second, to satisfy pro-rata any deficiencies attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to satisfy any deficiencies attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

(D) Payment Accounts. In order to effect, in part, the pledge provided for in subsection (A) of this Section, the District agrees to the establishment and maintenance as a special fund of the District of a separate Payment Account for each Series of Notes issued

hereunder (each a "Payment Account") by the Trustee under the Trust Agreement or the Indenture, as applicable, and the Trustee is hereby appointed as the responsible agent to maintain such fund until the payment of the principal of the corresponding Series of Notes and the interest thereon, and the District hereby covenants and agrees to cause to be deposited directly in each Payment Account (and shall request specific amounts from the District's funds on deposit with the County Treasurer for such purpose) a pro-rata share (as provided below) of the first Unrestricted Revenues received in each Repayment Period specified in the Pricing Confirmation(s) and any Unrestricted Revenues received thereafter until the amount on deposit in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the respective Series of Notes (as set forth in a certificate from the Underwriter to the Trustee) is equal in the respective Repayment Periods identified in the Pricing Confirmation applicable to such Series of Notes to the percentages of the principal of and interest due with respect to such Series of Notes at maturity specified in the Pricing Confirmation applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any applicable Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any applicable Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other applicable Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

Subject to the payment priority provisions of Section 17 hereof and this Section 8, any moneys placed in the Payment Account attributed to a Series of Notes shall be for the benefit of (i) the owners of the applicable Series of Certificates if the Certificate Structure is implemented and the holders of the Series of Pool Bonds issued in connection with the Pool of which such Series of Notes is a part if the Bond Pool Structure is implemented, and (ii) (to the extent provided in the Trust Agreement or the Indenture, as applicable) the Credit Provider(s), if any. Subject to the payment priority provisions of Section 17 hereof and this Section 8, the moneys in the Payment Account attributed to the Series of Notes shall be applied only for the purposes for which the Payment Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of such Series of Notes with interest to maturity (in accordance with the requirements for defeasance of the related Series of Certificates or Series of Bonds, as applicable, as set forth in the Trust Agreement or the Indenture, as applicable) and, if applicable (to the extent provided in the Trust Agreement or the Indenture, as applicable, and, if applicable, the corresponding Credit Agreement), the payment of all Predefault Obligations and Reimbursement Obligations owing to the corresponding Credit Provider.

(E) Determination of Repayment Periods. With respect to each Series of Notes, the length of any individual Repayment Period determined in the related Pricing Confirmation shall not exceed the greater of three (3) consecutive calendar months or ninety (90) days and the number of Repayment Periods determined in the related Pricing Confirmation shall not exceed six (6); provided, however, that (1) the first Repayment Period of any Series of Notes shall not occur prior to [_____ 2012], (2) the first Repayment Period of any Series of Subordinate Notes shall not occur prior to the end of the last Repayment Period of any outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding

Notes; and (3) if the first Repayment Period of any Series of Subordinate Notes overlaps the last Repayment Period of any outstanding Series of Notes of a higher priority, no deposits shall be made in the Payment Account of such Subordinate Notes until all required amounts shall have been deposited into the Payment Account(s) of all outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes. Any Authorized Officer is hereby authorized to approve the determination of the Repayment Periods and percentages of the principal and interest due with respect to each Series of Notes at maturity required to be on deposit in the related Payment Account in each Repayment Period, all as specified in the Pricing Confirmation applicable to such Series of Notes, by executing and delivering the Pricing Confirmation applicable to such Series of Notes, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

(F) Application of Moneys in Payment Accounts. On any interest payment date (if different from the Maturity Date) and on the Maturity Date of a Series of Notes, the moneys in the Payment Account attributed to such Series of Notes shall be transferred by the Trustee, to the extent necessary, to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date, the principal of and interest with respect to such Series of Notes or to reimburse the Credit Provider(s) for payments made under or pursuant to the Credit Instrument(s), subject to the payment priority provisions of Section 17 hereof and this Section 8. In the event that moneys in the Payment Account attributed to any Series of Notes are insufficient to pay the principal of and/or interest with respect to such Series of Notes in full on an interest payment date and/or the Maturity Date, moneys in such Payment Account together with moneys in the Payment Accounts of all other outstanding Series of Notes issued by the District shall be applied in the following priority:

- (1) with respect to all Series of Senior Notes:
 - a. first, to pay interest with respect to all Series of Senior Notes pro-rata;
 - b. second, (if on the Maturity Date) to pay principal of all Series of Senior Notes pro-rata;
 - c. third, to reimburse each Credit Provider for payment, if any, of interest with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
 - d. fourth, to reimburse each Credit Provider for payment, if any, of principal with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
 - e. fifth, to pay pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable) any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to each Credit Provider relating to all Series of Senior Notes, as applicable;
- (2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments

corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order;

(3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order; and

(4) lastly, to pay any other Costs of Issuance not previously disbursed.

Any moneys remaining in or accruing to the Payment Account attributed to each such Series of Notes after the principal of all the Series of Notes and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, and obligation, if any, to pay any rebate amounts in accordance with the provisions of the Trust Agreement or the Indenture, as applicable, have been paid, or provision for such payment has been made, if any, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement, the Indenture or the related Credit Agreement(s), as applicable.

Nothing herein shall be deemed to relieve the District from its obligation to pay its Note of any Series in full on the applicable Maturity Date(s).

(G) Financial Reports and Deficiency Reports. If, as of the first Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), beginning in the Repayment Period designated in Section 3.03 of the Trust Agreement or the Indenture, as applicable, the total amount on deposit in the District's Payment Account applicable to any Series of Notes and the Proceeds Subaccount applicable to such Series of Notes, taking into consideration anticipated earnings thereon to the Maturity Date of such Series of Notes, is less than the amount required to be on deposit in the Payment Account attributed to such Series of Notes in such Repayment Period (as specified in the Pricing Confirmation applicable to the Series of Notes) and any outstanding Predefault Obligations and Reimbursement Obligations (if any), the District shall promptly file with the Trustee, the Underwriter and the corresponding Credit Provider, if any, a Financial Report, and on the tenth Business Day of such Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), if applicable, a Deficiency Report, in substantially the forms set forth as Exhibits C and D to the Trust Agreement or the Indenture, as applicable, and shall provide such other information as the corresponding Credit Provider(s), if any, shall reasonably request. In the event of such deficiency, the District shall have no further right to requisition any moneys from any Proceeds Subaccount applicable to any Series of its Notes issued pursuant to this Resolution.

(H) Investment of Moneys in Proceeds Subaccounts and Payment Accounts. Moneys in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be invested by the Trustee pursuant to the Trust Agreement or the Indenture, as applicable, in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Trust Agreement or the

Indenture, as applicable, and as designated in the Pricing Confirmation applicable to such Series of Notes. The type of initial investments to be applicable to the proceeds of the Series of Notes shall be determined by the District as designated in the Pricing Confirmation applicable to such Series of Notes. In the event the District designates an investment agreement or investment agreements as the investments, the District hereby appoints the bidding agent designated in the Pricing Confirmation (the "Bidding Agent") as its designee as a party authorized to solicit bids on or negotiate the terms of the investment agreement or investment agreements and hereby authorizes and directs the Trustee to invest such funds pursuant to such investment agreement or investment agreements (which (i) shall be with a provider or providers, or with a provider or providers whose obligations are guaranteed or insured by a financial entity, the senior debt or investment contracts or obligations under its investment contracts of which are rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the applicable Series of Certificates or Series of Pool Bonds (each, a "Rating Agency"), or whose commercial paper rating is in the highest rating category (with regard to any modifiers) of each such Rating Agencies, or (ii) shall be fully collateralized by investments listed in subsection (1) of the definition of Permitted Investments set forth in the Trust Agreement or the Indenture, as applicable, as required by such Rating Agencies to be rated in one of the two highest rating categories, and shall be acceptable to the corresponding Credit Provider, and the particulars of which pertaining to interest rate or rates and investment provider or providers will be set forth in the Pricing Confirmation applicable to such Series of Notes) and authorizes the Trustee to enter into such investment agreement or agreements on behalf of the District. The Bidding Agent, on behalf of itself and any investment broker retained by it, is authorized to accept a fee from the investment provider in an amount not in excess of 0.2% of the amount reasonably expected, as of the date of acquisition of the investment contract, to be invested under the investment contract over its term. Each Authorized Officer is hereby authorized and directed to execute and deliver such side letter or letters as are reasonably required by an investment agreement provider, acknowledging such investment and making reasonable representations and covenants with respect thereto. The District's funds in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be accounted for separately. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to any Series of Notes, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount applicable to such Series of Notes or the Payment Account applicable to such Series of Notes.

Notwithstanding any other investment policy of the District heretofore or hereafter adopted, the investment policy of the District pertaining to each Series of Notes and all funds and accounts established in connection therewith shall be consistent with, and the Board hereby authorizes investment in, the Permitted Investments. Any investment policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section.

Section 9. Execution of Note. Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute each Note of any Series issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized

to countersign each such Note by manual or facsimile signature and to affix the seal of the County to each such Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Series of Notes as referenced in Section 2 hereof, any one of the President or Chairperson of the governing board of the District or any other member of such board shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent of the District, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or any duly appointed assistant thereto, shall be authorized to countersign each such Note by manual or facsimile signature. Said officers of the County or the District, as applicable, are hereby authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Certificate Purchase Agreement or Note Purchase Agreement, as applicable, this Resolution and the Trust Agreement or Indenture, as applicable. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

Section 10. Note Registration and Transfer. (A) As long as any Series of the Notes remains outstanding, the District shall maintain and keep, at the principal corporate trust office of the Trustee, books for the registration and transfer of each Series of the Notes. Each Series of the Notes shall initially be registered in the name of the Trustee under the Trust Agreement or Indenture, as applicable, to which such Series of the Notes is assigned. Upon surrender of a Note of a Series for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note of the same Series. For every transfer of a Note of a Series, the District, the County or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

(B) Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name a Note of a Series is

registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

(C) Any Note of a Series may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee, pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the Trustee.

(D) The Trustee or the Authorized Officer of the District, acting separately or together, are authorized to sign any letter or letters of representations which may be required in connection with the delivery of any Series of Certificates or Series of Pool Bonds (in each case, to which such Series of Notes is assigned), if such Series of Certificates and Series of Pool Bonds are delivered in book-entry form.

(E) The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of each Note of a Series issued, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Notes of a Series presented as hereinbefore provided.

(F) If any Note of a Series shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the County or the District, as applicable. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District, as applicable, and the Trustee in such preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time

enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series secured by this Resolution.

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2011-2012 pursuant to Article XVI, Section 6 of the Constitution of the State of California; provided, however, that the District may request the County Treasurer to make such temporary transfers of funds if all amounts required to be deposited into the Payment Account(s) of all outstanding Series of Notes (regardless of when due and payable) shall have been deposited into such Payment Account(s).

Section 12. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and any supplement hereto, and enter into and perform its obligations under the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and (ii) authorize the County to issue one or more Series of Notes on its behalf or, if applicable, issue one or more Series of Notes.

(B) (i) Upon the issuance of each Series of Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of such Series of Notes and the performance of its obligations thereunder, (ii) the District has full legal right, power and authority to request the County to issue and deliver such Series of Notes on behalf of the District and to perform its obligations as provided herein and therein, and (iii) if applicable, the District has full legal right, power and authority to issue and deliver each Series of Notes.

(C) The issuance of each Series of Notes, the adoption of this Resolution and the execution and delivery of the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and compliance with the provisions hereof and thereof will not conflict with, breach or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of each Series of Notes or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of each Series of Notes.

(E) The District has (or will have prior to the issuance of the first Series of Notes) duly, regularly and properly adopted a budget for Fiscal Year 2011-2012 setting forth expected revenues and expenditures and has (or will have prior to the issuance of the first Series of Notes) complied with all statutory and regulatory requirements with respect to the adoption of such

budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its revised or final budget for Fiscal Year 2011-2012, (ii) provide to the Trustee, the Credit Provider(s), if any, and the Underwriter, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The principal amount of the Prior Note plus the Principal Amount if only one Series of Notes is issued hereunder, and if more than one Series of Notes is issued hereunder, the sum of the Series Principal Amounts of all Series of Notes issued hereunder by or on behalf of the District, plus the interest payable thereon, on the date of issuance of each Series of Notes to be issued, shall not exceed fifty percent (50%) of the estimated amounts of uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2011-2012 which will be received by or will accrue to the District during such fiscal year for the general fund and, if applicable, capital fund and/or special revenue fund of the District, all of which will be legally available to pay principal of and interest on such Notes, less amounts, if any, on deposit, on the date of such issuance, in the Payment Accounts attributed to any Series of Notes.

(G) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the five fiscal years from Fiscal Year 2005-2006 through Fiscal Year 2009-2010, and the District, as of the date of adoption of this Resolution and on the date of issuance of each Series of Notes, reasonably expects the County to have collected and to collect at least eighty-five percent (85%) of such amount for Fiscal Years 2010-2011 and 2011-2012, respectively.

(H) The District (i) is not currently in default on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed a petition in bankruptcy.

(I) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider(s), if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and each Series of Notes. The District agrees to furnish to the Underwriter, the Trustee and the Credit Provider(s), if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request, including the Financial Report and Deficiency Report, if appropriate, appearing as Exhibits C and D to the Trust Agreement or the Indenture, as applicable.

(J) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable,

the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution.

(K) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consents of the Credit Provider(s), if any, or (ii) in any way that would materially adversely affect the interests of any holder or owner of any Series of the Notes, Certificates or Pool Bonds, as applicable, issued in connection with any Series of the Notes; provided, however that, if the Program is implemented, the District may adopt one or more Supplemental Resolutions without any such consents in order to increase the Maximum Amount of Borrowing in connection with the issuance of one or more Series of Additional Notes as provided in Section 2(B)(4) hereof.

(L) Upon issuance of a Series of Notes, such Series of Notes, this Resolution and the corresponding Credit Agreement will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.

(M) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and each Series of Notes.

(N) Except the indebtedness evidenced by the Prior Note, the District shall not incur any indebtedness that is not issued in connection with the Program under this Resolution and that is secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.

(O) So long as any Credit Provider is not in default under the corresponding Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or the Trust Agreement or Indenture, as applicable. Prior to the Maturity Date of a Series of Notes, moneys in the District's Payment Account attributed to such Series of Notes shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the

District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement or the Indenture, as applicable. If such moneys held by the Trustee are insufficient to pay the District's pro rata share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.

(P) So long as any Series of Certificates or Pool Bonds executed or issued in connection with a Series of Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on such Series of Notes other than the pledge and lien of the Trust Agreement or the Indenture, as applicable.

(Q) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Underwriter and the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2011 (the "Fiscal Year 2010-2011") within the meaning of Section 42133 of the California Education Code. The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Credit Provider(s), if any, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2010-2011 or Fiscal Year 2011-2012 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(R) Except as otherwise approved by the Credit Provider that issued the applicable Credit Instrument, to the extent required by law and by the State Superintendent of Public Instruction, the District fully funded its Reserve for Economic Uncertainties for Fiscal Year 2010-2011 and will fully fund its Reserve for Economic Uncertainties for Fiscal Year 2011-2012.

(S) The District will maintain a positive general fund balance in Fiscal Year 2011-2012.

(T) The District will maintain an investment policy consistent with the policy set forth in Section 8(H) hereof.

(U) The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Credit Provider(s), if any, and Bond Counsel upon the occurrence of any event which constitutes an Event of Default hereunder or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

Section 13. Tax Covenants. (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on each Tax-Exempt Series of Notes (or on any Tax-Exempt

Series of Pool Bonds related thereto) under Section 103 of the Code. Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any Tax-Exempt Series of the Notes or any other funds of the District which would cause any Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) to be an “arbitrage bond” within the meaning of Section 148 of the Code, a “private activity bond” within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is “federally guaranteed” as provided in Section 149(b) of the Code. The District, with respect to the proceeds of each Tax-Exempt Series of the Notes, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7) with respect to a Tax-Exempt Series of Notes, this subsection (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of each such Tax-Exempt Series of Notes due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Tax-Exempt Series of Notes is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six-month period following the date of issuance of the Tax-Exempt Series of Notes (calculated in accordance with Section 7), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2011-2012 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund (with separate subaccounts therein for each such Tax-Exempt Series of Notes if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture or Trust Agreement, as applicable, designated as the “2011-2012 Tax and Revenue Anticipation Note Rebate Fund” or such other name as the Trust Agreement or the Indenture, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District’s failure to observe, or refusal to comply with, the covenants contained in this Section 13, no one other than the holders or former holders of each Tax-Exempt Series of Notes, the Certificate or the Bond owners, as applicable, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District’s failure to observe, or refusal to comply with, such covenants.

(D) The covenants contained in this Section 13 shall survive the payment of all Series of the Notes.

Section 14. Events of Default and Remedies.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(A) Failure by the District to make or cause to be made the deposits to any Payment Account required to be made hereunder on or before the fifteenth (15th) day after the date on which such deposit is due and payable, or failure by the District to make or cause to be made any other payment required to be paid hereunder on or before the date on which such payment is due and payable;

(B) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or any Credit Provider, unless the Trustee and such Credit Provider shall all agree in writing to an extension of such time prior to its expiration;

(C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable (including the Pricing Confirmation(s)), or the Credit Agreement(s) or in any requisition or any Financial Report or Deficiency Report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, or the Credit Agreement(s) or in connection with any Series of the Notes, is false or misleading in any material respect;

(D) Any event of default constituting a payment default occurs in connection with the Prior Note any other bonds, notes or other outstanding debt of the District;

(E) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' (or Noteholders') interests;

(F) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(G) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a

receiver, liquidator or trustee) of the District or any of its property is appointed by court order or appointed by the State Superintendent of Public Instruction or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' or Noteholders' interests; and

(H) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Notes (and any Series thereof).

Whenever any Event of Default referred to in this Section 14 shall have happened and be continuing, subject to the provisions of Section 17 hereof, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement or the Indenture, as applicable, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring any Series of Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the applicable Payment Account(s) of the District under the Trust Agreement or the Indenture, as applicable, an amount equal to all of the principal of all Series of Notes and interest thereon to the respective final maturity(ies) of such Series of Notes, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(2) Take whatever other action at law or in equity (except for acceleration of payment on any Series of Notes) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, and subject to the provisions of Section 17 hereof and to the terms of the Trust Agreement or the Indenture, as applicable, concerning exercise of remedies which shall control if inconsistent with the following, if any Series of Notes is secured in whole or in part by a Credit Instrument or if a Credit Provider is subrogated to rights under any Series of Notes, as long as each such Credit Provider has not failed to comply with its payment obligations under the corresponding Credit Instrument, each such Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and as applicable, prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any owner of a Certificate to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such owner's Certificate.

If any Credit Provider is not reimbursed on any interest payment date applicable to the corresponding Series of Notes for the drawing, payment or claim, as applicable, used to pay principal of and interest on such Series of Notes due to a default in payment on such Series of Notes by the District, as provided in the Trust Agreement or in the Indenture, as applicable, or if any principal of or interest on such Series of Notes remains unpaid after the Maturity Date of such Series of Notes, such Series of Notes shall be a Defaulted Note, the unpaid portion thereof

or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 15. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of any and all Series of Notes when such become due and payable from the corresponding Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in each such Payment Account at the times and in the amounts specified herein to provide sufficient moneys to pay the principal of and interest on any and all Series of Notes on the day or days on which each such Series matures. Payment of any and all Series of Notes shall be in accordance with the terms of the applicable Series of Notes and this Resolution and any applicable Supplemental Resolution.

The District hereby agrees to maintain the Trustee under the Trust Agreement or the Indenture, as applicable, as paying agent, registrar and authenticating agent of any and all Series of Notes.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Trust Agreement or the Indenture, as applicable, including but not limited to costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

Section 16. Sale of Notes. If the Certificate Structure is implemented, each Series of Notes as evidenced and represented by the applicable Series of Certificates shall be sold to the Underwriter, in accordance with the terms of the Certificate Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved. If the Bond Pool Structure is implemented, each Series of Notes shall be sold to the Authority in accordance with the terms of the Note Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved.

Section 17. Subordination. (a) Anything in this Resolution to the contrary notwithstanding, the indebtedness evidenced by each Series of Subordinate Notes shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to all principal of, premium, if any, and interest on each Series of Senior Notes and any refinancings, refundings, deferrals, renewals, modifications or extensions thereof.

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors,

voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 8(F) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.

The subordination provisions of this Section have been entered into for the benefit of the holders of the Series of Senior Notes and any Credit Provider(s) that issues a Credit Instrument with respect to such Series of Senior Notes and, notwithstanding any provision of this Resolution, may not be supplemented, amended or otherwise modified without the written consent of all such holders and Credit Provider(s).

Notwithstanding any other provision of this Resolution, the terms of this Section shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Series of Senior Notes is rescinded, annulled or must otherwise be returned by any holder of Series of Senior Notes or such holder's representative, upon the insolvency, bankruptcy or reorganization of the District or otherwise, all as though such payment has not been made.

In no event may any holder of all or any part of the Series of Subordinate Notes, or the corresponding Credit Provider(s), exercise any right or remedy available to it on account of any Event of Default on the Series of Subordinate Notes, (1) at any time at which payments with respect thereto may not be made by the District on account of the terms of this Section, or (2) prior to the expiration of forty-five (45) days after the holders of the Series of Subordinate Notes, or the corresponding Credit Provider(s), shall have given notice to the District and to the holders of the Series of Senior Notes and the corresponding Credit Provider(s), of their intention to take such action.

The terms of this Section, the subordination effected hereby and the rights of the holders of the Series of Senior Notes shall not be affected by (a) any amendment of or addition or supplement to any Series of Senior Notes or any instrument or agreement relating thereto, including without limitation, this Resolution, (b) any exercise or non-exercise of any right, power or remedy under or in respect of any Series of Senior Notes or any instrument or agreement relating thereto, or (c) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission, in respect of any Series of Senior Notes or any instrument or agreement relating thereto or any security therefor or guaranty thereof, whether or not any holder of any Series of Subordinate Notes shall have had notice or knowledge of any of the foregoing.

In the event that a Series of Additional Subordinate Notes is further subordinated in the applicable Pricing Confirmation, at the time of issuance thereof, to all previously issued Series of Subordinate Notes of the District, the provisions of this Section 17 relating to Series of Senior Notes shall be applicable to such previously issued Series of Subordinate Notes and the provisions of this Section 17 relating to Series of Subordinate Notes shall be applicable to such Series of Additional Subordinate Notes.

Section 18. Continuing Disclosure Undertaking. The provisions of this Section 18 shall be applicable only if the Certificate Structure is implemented.

(A) The District covenants, for the sole benefit of the owners of each Series of Certificates which evidence and represent the applicable Series of Notes (and, to the extent specified in this Section 18, the beneficial owners thereof), that the District shall:

(1) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Trustee acting as dissemination agent (the “Dissemination Agent”), to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District:

- a. Principal and interest payment delinquencies on such Series of Notes and the related Series of Certificates;
- b. Unscheduled draws on debt service reserves reflecting financial difficulties;
- c. Unscheduled draws on credit enhancements reflecting financial difficulties;
- d. Substitution of credit or liquidity providers, or their failure to perform;
- e. Issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
- f. Tender offers;
- g. Defeasances;
- h. Rating changes; or
- i. Bankruptcy, insolvency, receivership or similar event of the obligated person.

For the purposes of the event identified in subsection i., the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

(2) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Dissemination Agent, to the Municipal Securities

Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District, if material:

- a. Unless described in subsection (A)(1)e., adverse tax opinions or other material notices or determinations by the Internal Revenue Service with respect to the tax status of such Series of Notes and the related Series of Certificates or other material events affecting the tax status of such Series of Notes and the related Series of Certificates;
- b. Modifications to rights of owners and beneficial owners of the Series of Certificates which evidence and represent such Series of Notes;
- c. Optional, contingent or unscheduled bond calls;
- d. Release, substitution or sale of property securing repayment of such Series of Notes;
- e. Non-payment related defaults;
- f. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; or
- g. Appointment of a successor or additional Trustee or the change of name of a Trustee.

Whenever the District obtains knowledge of the occurrence of an event described in subsection (A)(2) of this Section, the District shall determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District learns of the occurrence of an event described in subsection (A)(1) of this Section, or determines that the occurrence of an event described in subsection (A)(2) of this Section would be material under applicable federal securities laws, the District shall within ten business days of occurrence, through the Dissemination Agent, file a notice of such occurrence with the Municipal Securities Rulemaking Board. The District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

All documents provided to the Municipal Securities Rulemaking Board shall be provided in an electronic format, as prescribed by the Municipal Securities Rulemaking Board, and shall be accompanied by identifying information, as prescribed by the Municipal Securities Rulemaking Board.

(B) In the event of a failure of the District to comply with any provision of this Section, any owner or beneficial owner of the related Series of Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. A default under this Section shall not be deemed an Event of Default under Section 14 hereof, and the sole remedy under this Section in the event of any failure of the District to comply with this Section shall be an action to compel performance.

(C) For the purposes of this Section, a “beneficial owner” shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Certificates of the Series which evidences and represents such Series of Notes (including persons holding Certificates through nominees, depositories or other intermediaries and any Credit Provider as a subrogee).

(D) The District’s obligations under this Section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Series of Certificates, the District shall give notice of such termination in the same manner as for a listed event under subsection (A)(1) of this Section.

(E) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this Section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Section or any other means of communication, or including any other notice of occurrence of a listed event under subsection (A)(1) or (A)(2) of this Section (each, a “Listed Event”), in addition to that which is required by this Section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Section, the District shall have no obligation under this Section to update such information or include it in any future notice of occurrence of a Listed Event.

(F) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this Section, and any provision of this Section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsection (A) of this Section, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the applicable Series of Notes and the related Series of Certificates, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the applicable Series of Notes and the related Series of Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the owners or beneficial owners of the related Certificates. In the event of any amendment or waiver of a provision of this Section, notice of such change shall be given in the same manner as for an event listed under subsection (A)(1) of this Section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(G) The Dissemination Agent shall have only such duties as are specifically set forth in this Section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereby agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(H) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter, any Credit Provider and owners and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.

Section 19. Approval of Actions. The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute each Series of Notes and to cause the Trustee to authenticate and accept delivery of each Series of Notes pursuant to the terms and conditions of the applicable Certificate Purchase Agreement and Trust Agreement or the applicable Note Purchase Agreement and the Indenture, as applicable. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and issuance of the Notes and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, requisitions, agreements, notices, consents, and other documents, including tax certificates, letters of representations to the securities depository, investment contracts (or side letters or agreements thereto), other or additional municipal insurance policies or credit enhancements or credit agreements or insurance commitment letters, if any, and closing certificates, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of each Series of Notes, execution or issuance and delivery of the corresponding Series of Certificates or Series of Pool Bonds, as applicable, and investment of the proceeds thereof, in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof, and the officers of the County referred to above in Section 9 hereof, are hereby designated as "Authorized District Representatives" under the Trust Agreement or the Indenture, as applicable.

In the event that any Series of Notes or a portion thereof is secured by a Credit Instrument, the Authorized Officer is hereby authorized and directed to provide the applicable Credit Provider with any and all information relating to the District as such Credit Provider may reasonably request.

Section 20. Proceedings Constitute Contract. The provisions of each Series of Notes and of this Resolution shall constitute a contract between the District and the registered owner of such Series of Notes, the registered owners of the Series of Certificates or Bonds to which such Series of Notes is assigned, and the corresponding Credit Provider(s), if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable.

Section 21. Limited Liability. Notwithstanding anything to the contrary contained herein or in any Series of Notes or in any other document mentioned herein or related to any Series of Notes or to any Series of Certificates or Series of Pool Bonds to which such Series of Notes may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof, and the County is not liable for payment of any Note or any other obligation of the District hereunder.

Section 22. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 23. Submittal of Resolution to County. The Secretary or Clerk of the Board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer of the County and to the County Superintendent of Schools.

EXHIBIT A
FORM OF NOTE

R-1

\$ _____

_____ DISTRICT/ _____ BOARD OF EDUCATION
COUNTY OF _____, CALIFORNIA
2011-2012 [SUBORDINATE]* TAX AND REVENUE ANTICIPATION NOTE, SERIES ____

Date of
Original Issue

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

SERIES PRINCIPAL AMOUNT: _____ DOLLARS

<u>Interest Rate</u>		<u>Maturity Date</u>		
____%		____, 2012		
<u>First</u> <u>Repayment Period</u>	<u>Second</u> <u>Repayment Period</u>	<u>Third</u> <u>Repayment Period</u>	<u>Fourth</u> <u>Repayment Period</u>	<u>Fifth</u> <u>Repayment Period</u>
____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	100% of the total of principal and interest due at maturity**

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the maturity date specified above to the registered owner identified above, or registered assigns, the principal amount specified above, together with interest thereon from the date hereof until the principal amount shall have been paid, payable [on _____ 1, 2012 and] on the maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at the maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or to pay the principal of or interest on this Note on the

* To bear this designation if this Note is a Series of Subordinate Notes.

** Length and number of Repayment Periods and percentages and amount of principal of Note shall be determined in Pricing Confirmation (as defined in the Resolution).

maturity date or the [Credit Provider(s)] (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the [Credit Instrument(s)] (as defined in the Resolution) to pay all or a portion of the principal of and interest on this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]*

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]**

The term "Unrestricted Revenues" means the taxes, income, revenue, cash receipts and other moneys provided for Fiscal Year 2011-2012 which will be received by or will accrue to the District during such fiscal year for the general fund [and capital fund and/or special revenue fund] of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on the Note, subject to the prior pledge and payment priority provisions contained in the Resolution, the District has pledged the first Unrestricted Revenues of the District received in the Repayment Periods set forth on the face hereof in an amount equal to the corresponding percentages of principal of, and [in the final Repayment Period,] interest due on, the Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"). As provided in Section 53856 of the California Government Code, subject to the prior pledge and payment priority provisions contained in the Resolution, the Note and the interest thereon shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues. As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and the foregoing, the Note shall be a general obligation of the District and, in the event that on [the tenth business day of each such Repayment Period], the District has not received sufficient Unrestricted Revenues to permit the deposit into the payment account

* This paragraph is applicable only if the Note is issued by the District.

** This paragraph is applicable only if the Note is issued by the County.

established for the Note of the full amount of Pledged Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period as provided in the Resolution, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available, as set forth in the Resolution and subject to the payment priority provisions contained therein. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The [County, the]* District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and [the County,]* the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

[IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer and caused its official seal to be affixed hereto either manually or by facsimile impression hereon as of the date of authentication set forth below.]*

* Applicable only if the Note is issued by the County.

[IN WITNESS WHEREOF, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.]**

[COUNTY OF _____]*
[DISTRICT/_____
BOARD OF EDUCATION]**

By _____
Title:

[(SEAL)]

Countersigned

By _____
Title:

** This paragraph is applicable only if the Note is issued by the District.

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

BY _____
AUTHORIZED OFFICER

ASSIGNMENT

For Value Received, the undersigned, _____, hereby sells, assigns and transfers unto _____ (Tax Identification or Social Security No. _____) the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution.

I Joseph M. Farley, Secretary of the Board of Trustees of the Capistrano Unified School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of the District duly and regularly held at the regular meeting place thereof on the 9th day of January, 2012, of which meeting all of the members of said Board had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES: ()

NOES ()

ABSENT ()

ABSTAIN ()

An agenda of said meeting was posted at least 72 hours before said meeting 33122 Valle Road, San Juan Capistrano, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect. The Maximum Amount of Borrowing specified in the foregoing resolution is \$25,000,000.

Dated: _____

Joseph M. Farley, Ed.D
Secretary of the Board of Trustees
Capistrano Unified School District
Orange County

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

2012 School Board Meeting Schedule

Monday, January 9
Wednesday, January 25

Monday, February 13
Wednesday, February 29

Monday, March 12
Wednesday, March 28

~~Monday, April 2~~
Wednesday, April 25

Monday, May 14
Wednesday, May 23

Monday, June 11
Wednesday, June 27

Monday, July 9
Wednesday, July 25

Monday, August 20

Monday, September 10
Monday, September 24

Monday, October 8
Wednesday, October 24

Monday, November 12
Wednesday, November 28

Monday, December 17

Approved: 12/12/11

PROGRESS UPDATE, DIVISION OF STATE ARCHITECT, CONSTRUCTION PROJECT LISTING- JANUARY 9, 2012 (IN BOLD LETTERING)		
PROJECT LISTING NUMBER	SITE	STATUS/COMMENTS
04-104845	Del Obispo ES Modernization	We are currently working with the architect and DSA inspector to determine what scope of work remains to be completed on the site modernization drawings to close out the project
04-104935	Niguel Hills MS Modernization	We are currently working with the architect and DSA inspector to determine what scope of work remains to be completed on the site modernization drawings to close out the project
04-104993	Viejo ES Modernization	We are currently working with the architect and DSA inspector to determine what scope of work remains to be completed on the site modernization drawings to close out the project
04-105269	Laguna Niguel ES Restroom Building	Closed without Certification on 1/16/08. PJHM is sending letter to DSA to closeout application number.
04-104860	Crown Valley ES Modernization	We are currently working with the architect and DSA inspector to determine what scope of work remains to be completed on the site modernization drawings to close out the project
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.

PROJECT LISTING NUMBER	SITE	STATUS/COMMENTS
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.
04-105495	Barcelona ES Modernization	We are currently working with the architect and DSA inspector to determine what scope of work remains to be completed on the site modernization drawings to close out the project
04-107867	San Juan Hills HS— Two-Story Modular Buildings	NOC's on MSI and HCH from the District were sent to PJHM. Change orders to DSA for approval – gathering closeout document. Update 2/14/11 – All docs in cannot be certified and closed until #A104115 is closed and certified.
04-108716	San Juan Hills HS Phase II – Bleachers, Concession Building, Restroom Building	Change orders at DSA pending approval. Closeout documents cannot be submitted until all COs are approved.
No DSA Application Number	Ambuehl ES Configuration of Relocatables	Working with architects to develop scope of work to submit to DSA.

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
NOVEMBER 30, 2011
EDUCATION CENTER – BOARD ROOM

President Brick called the meeting to order at 6:30 p.m. The Board recessed to closed session to discuss CSEA/CUEA/CUMA/Teamsters negotiations.

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

The Pledge of Allegiance was led by President Brick.

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

Absent: Student Advisor Ryan Pallas

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

Permanent Record

It was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried unanimously to adopt the Board agenda.

Adoption of the Board Agenda

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

NOES: None

ABSENT: Student Advisor Ryan Pallas

ABSTAIN: None

President Brick asked Trustee Pritchard to facilitate the meeting.

President's Announcement

Trustee Pritchard reported the following action taken during closed session:

President's Report From Closed Session Meeting

Agenda Item #3 A – CSEA/CUEA/CUMA/Teamsters Negotiations: No action was taken.

Trustee Addonizio stated that on October 28 Trustees were made aware stipends were paid for extra-curricular and coaching positions without Board approval and requested staff agendize for the December 12, 2011, Board meeting a separate item regarding all stipends and unauthorized payments to coaches and all other personnel for the period July 1, 2011, to the present.

Board and Superintendent Comments

Trustee Palazzo asked staff to provide Trustees with the current status of all joint use agreements and to re-examine the San Juan Capistrano land swap recording issue.

Trustee Bryson shared she was thankful for the District's caring parents, teachers, and administrators.

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

Oral Communications

The following speakers addressed the Board:

- *Paul Baker invited Trustees to attend the Adult Transition Program's annual Christmas boutique on December 2 and December 6.*
- *Valinda Accetta, Debbie Lackie, Linda Shepard spoke in regards to safety and other issues of concern for Barcelona Hills Elementary School students sharing the campus with Oxford Preparatory Academy students.*
- *Vicki Soderberg expressed her thanks to the District's Insurance Department for offering informational meetings to assist teachers with their decision to change from a POS plan to a HMO plan during the open enrollment period.*
- *Pam Palka and Mark Klein voiced their concerns regarding the investigation of Eric Patton.*

PUBLIC HEARING

Trustee Pritchard announced the Public Hearing open at 7:26 p.m. regarding the approval of Resolution No. 1112-26, Initial/Mitigated Negative Declaration for the Compressed Natural Gas Dispenser at the Aliso Viejo Transportation Center. There being no speakers to address the Board, Trustee Pritchard declared the Public Hearing closed at 7:27 p.m.

**Initial Study/
Mitigated Negative
Declaration for the
CNG Dispenser
Agenda Item 1**

DISCUSSION/ACTION

Deputy Superintendent Ron Lebs, Executive Director Randy Rowles, and Director Cary Brockman provided a brief update on the status of the CNG facility. Mr. Brockman explained due to the change in its location at the transportation center, a revised Initial Study/Mitigation Negative Declaration was prepared and distributed in accordance with environmental review requirements. Mr. Brockman explained with the Board's adoption of Resolution 1112-26 certifying the Initial Study/Mitigation Negative Declaration as complete, the District can move forward in pursuing city approval of the Conditional Use Permit.

**Initial Study/
Mitigated Negative
Declaration for the
CNG Dispenser
Agenda Item 2**

Following discussion it was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried unanimously to approve Resolution No. 1112-26, Initial/Mitigated Negative Declaration for the Compressed Natural Gas Dispenser at the Aliso Viejo Transportation Center.

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

It was moved by Trustee Pritchard, seconded by Trustee Bryson, and motion carried by a 6-1 vote to approve the appointments of Trustees Alpay and Brick to serve as Capistrano-Laguna Beach Regional Occupational Board members for 2012. Trustee Bryson will serve as the alternate.

**Selection of
ROP Board
Representatives
Agenda Item 3**

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, and Pritchard
NOES: Trustee Palazzo
ABSENT: Student Advisor Ryan Pallas

Assistant Superintendent Julie Hatchel stated on April 11, 2011, the Board of Trustees approved the implementation of an independent study high school. A general update was presented to the Board of Trustees on August 24, 2011, with the understanding that a more detailed report and strategic plan be presented in November. Ms. Hatchel introduced Principal Rob Nye who presented a PowerPoint update and the Strategic Plan for the California Preparatory Academy.

**California
Preparatory
Update
Agenda Item 4**

Following the presentation Trustee Addonizio requested staff provide data regarding on-line student SAT scores; Trustee Palazzo stated staff needed to make changes to the California Preparatory Academy link on the District's website and to specify it is an on-line academy; Trustee Bryson asked staff to provide additional information on how the academy may use the facility located in the Mission Viejo mall; Trustee Hatton requested a report on the academy's pilot program; several Trustees expressed concerns regarding the logo and made suggestions for changes; and Trustee Pritchard suggested staff refine the PowerPoint presentation prior to meeting with interested parent groups.

This item was pulled on November 28, 2011, and will be brought back to the December 12, 2011, Board meeting.

**Saddleback MOU
Agenda Item 5**

It was moved by Trustee Addonizio, seconded by Trustee Alpay, and motion carried unanimously to approve revisions to Board Policy 5111, *Student Admission*.

**Board Policy
Revisions
Agenda Item 6**

Assistant Superintendent Julie Hatchel stated changes for Board Policy 5119, *Open Enrollment*, are being recommended mainly to facilitate an early open enrollment window the first week of December for the Mandarin Immersion Program (MIP). Mrs. Hatchel explained for this year there would be a benefit to opening the open enrollment window in December to allow those who want to enroll in MIP the opportunity to know they are in the program so they can begin fundraising and supporting the establishment of the program.

**Board Policy
Revisions
Agenda Item 7**

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

Assistant Superintendent Julie Hatchel stated this is the third reading of Board Policy 5165, *Health Examinations*, and no changes have been made since the first reading at the October 26, 2011, Board meeting.

**Board Policy
Revisions
Agenda Item 8**

The following speaker addressed the Board:

- Beth Grivett stated legislation was passed allowing physician assistants to perform physical examinations without restrictions and requested this policy be changed to allow physician assistants the ability to perform District health examinations without the requirement of a medical doctor's signature.

Following discussion it was moved by Trustee Alpay, seconded by Trustee Addonizio, and motion carried by a 6-1 vote to approve revisions to Board Policy 5165, *Health Examinations* with the following amendment:

On page 2 of 3 of Board Policy 5165, under the heading Interscholastic Athletic Competition, strike "performed by a Doctor of Medicine (M.D.), Doctor of Osteopathic Medicine, or a physician's assistant with their supervising M.D.'s signature of approval" and replace with "performed by a physician, surgeon, or physician assistant practicing in compliance with Chapter 7.7 (commencing with Section 3500) of Division 2 of the Business and Professions Code."

AYES: Trustees Addonizio, Alpay, Brick, Hatton, Palazzo, and Pritchard
NOES: Trustee Bryson
ABSENT: Student Advisor Ryan Pallas

Trustee Pritchard asked Trustees for items they wished to pull from the Consent Calendar. Agenda items 23 and 24 were pulled. Trustee Hatton stated she was abstain from voting on the November 14, 2011, Board minutes as she absent from the meeting.

**Items Pulled from
the Consent
Calendar**

CONSENT CALENDAR

It was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried by a 7-0 vote to approve the following Consent Calendar items:

Minutes of the November 14, 2011, regular Board meeting.	Minutes Agenda Item 9
Donations of funds and equipment.	Donations Agenda Item 10
Increase in session rate, Let's Talk Speech & Language Therapy.	Independent Contractor Agreement Amendment Agenda Item 11
Independent educational evaluations for neuropsychological and psychoeducational assessments, Dr. Rienzi Haytasingh, LLC.	Independent Contractor Agreement Agenda Item 12
Speech language pathology services, Progressus Therapy, LLC.	Independent Contractor Agreement Agenda Item 13
Services related to development, training, and deployment of SharePoint software, AlpenSpruce, LLC.	Independent Contractor Agreement Agenda Item 14
Community-based instruction for the Adult Transitions Program, Tiwahe Technology, LLC.	Independent Contractor Agreement Agenda Item 15
Counseling services, Tricia Elizabeth Krantz.	Independent Contractor Agreement Agenda Item 16
Counseling services, Brenda Crary.	Independent Contractor Agreement Agenda Item 17
Counseling services, Irma Garcia.	Independent Contractor Agreement Agenda Item 18
Preparation of annual and five-year report for developer fees, Dolinka Group, LLC.	Independent Contractor Agreement Agenda Item 19

Speech language pathology services, Educational Based Services.

Independent Contractor Agreement
Agenda Item 20

Positive behavioral interventions and support consulting and training services, CALTAC, Incorporated.

Independent Contractor Agreement
Agenda Item 21

Declaration of surplus items.

Surplus Items
Agenda Item 22

Autism spectrum disorder consultation services, Orange County Superintendent of Schools.

Income Agreement
Agenda Item 25

RFP No. 3-1011, Uniform Service, Cintas Corporation.

Extension of Agreement
Agenda Item 26

Disposal of surplus property.

Continuous Public Notice
Agenda Item 27

Newport-Mesa Unified School District Bid No. 105-12, School and Office Furniture, Culver-Newlin, Incorporated; Concepts School and Office Furnishings; and School Specialty, Incorporated.

Piggyback Bid
Agenda Item 28

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

Trustee Addonizio stated the District has been using PJHM for many years and it is time to engage other architectural firms for projects. Deputy Superintendent Ron Lebs explained this agreement allows PJHM to complete existing projects currently in progress and not closed by Division of State Architect (DSA). Executive Director Randy Rowles added if this agreement is not approved, new architects would need to be hired, which would delay the projects and there would be additional costs for the District. PJHM is currently the architect on record with the DSA for Newhart Middle School's multipurpose room, San Juan Hills High School (SJHHS) pool, and the Compressed Natural Gas (CNG) facility. Trustee Palazzo asked if PJHM was under contract for these projects. Mr. Rowles confirmed the firm is under contract on these projects. Mr. Rowles remarked it is not the intent of the District to initiate new work with PJHM other than the DSA work needing to be closed out.

Architectural Services Agreement
Agenda Item 23

Mr. Lebs reported there were three firms, including PJHM, selected to continue working with the District. Mr. Lebs reported the new agreement includes a unilateral termination clause which allows the District to terminate the contract without cause if the District is dissatisfied with the services the firm is providing. PJHM could be paid for its services up to that date, given a 30-days notice, and discharged. Mr. Lebs remarked this agreement is an overarching master agreement and staff would negotiate individual contracts with particular architect firms for various services.

Dr. Farley reported he discussed his concerns regarding the continuation of architectural contracts with staff when this item was agendaized. Dr. Farley stated from a cost perspective, given PJHM's knowledge and work already done on these projects, it makes sense to proceed with the firm at this juncture. Dr. Farley acknowledged Trustees have given staff clear direction and at the point the District initiates new construction additional bids would be solicited and brought back to the Board for consideration.

Trustee Palazzo questioned staff if the SJHHS pool was a new project and Mr. Lebs responded the pool was designed in conjunction with the high school and is a continuation of the high school which was originally designed by PJHM. Trustee Palazzo asked if the Newhart MPR was a new project or something added. Mr. Lebs stated it was initiated approximately a year ago. Trustee Palazzo inquired if the CNG project was new or old. Mr. Lebs stated it was a new project and PJHM was the original designer. Mr. Lebs added both WLC and PJHM quoted the Newhart MPR and CNG projects but PJHM offered a better bid and had more knowledge about the project.

Trustees also discussed the bidding process, hourly rates, maintenance of 2005 fees, and staff satisfaction with the firm.

It was moved by Trustee Bryson, seconded by Trustee Hatton, and motion carried by a 5-2 vote to approve an agreement for architectural services to PJHM Architects, Incorporated.

AYES: Trustees Alpay, Brick, Bryson, Hatton, and Pritchard
NOES: Trustees Addonizio and Palazzo
ABSENT: Student Advisor Ryan Pallas

Trustee Bryson asked staff how Apex was selected. Principal Rob Nye stated in 2008 the District saw a need for a credit recovery program for all comprehensive high schools. Several vendors provided presentations and Apex was selected. The District has been purchasing from Apex for years using the purchase order system but having a contract will allow the District to take advantage of cost savings on future software licensing. Dr. Nye added the program has been very successful at all District high schools.

**Client Agreement
Agenda Item 24**

It was moved by Trustee Bryson, seconded by Trustee Alpay, and motion carried unanimously to approve Apex Learning to provide digital curriculum solutions for credit recovery courses.

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

Adjournment

Trustee Pritchard announced the meeting adjourned at 8:46 p.m.

Board Clerk

Secretary, Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
DECEMBER 12, 2011
EDUCATION CENTER – BOARD ROOM

Trustee Brick called the meeting to order at 5:30 p.m. and announced item 3B, conference with Real Property Negotiators was being pulled from the closed session agenda and PARS Consultant Dennis Vu would be joining negotiators during the discussion of agenda item 3D. The Board recessed to closed session to: confer with Legal Counsel regarding Existing Litigation (one case); discuss Student Expulsions (five cases); and discuss CSEA/CUEA/CUMA/Teamsters negotiations.

The Board recessed from closed session at 6:30 p.m.

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

The Pledge of Allegiance was led by Trustee Brick.

Present: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, Pritchard, and Student Advisor Ryan Pallas

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

Permanent Record

It was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried unanimously to adopt the Board agenda.

Adoption of the Board Agenda

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

Superintendent Farley reported the following action taken during closed session:

Report Out From Closed Session Meeting

Agenda Item #3 A – Conference with Legal Counsel – Existing Litigation: Case No. 30-2011-00509680. No Action was taken.

Agenda Item #3 B – Conference with Real Property Negotiators: This item was pulled prior to recessing to closed session.

Agenda Item #3 C-1 through C-5 – Student Expulsions: The Board voted by a 7-0 vote to expel the following students by stipulated agreement: Case #2011-009, #2011-010, #2011-012, #2011-013, and #2011-015.

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

Agenda Item #3 D – CSEA/CUEA/CUMA/Teamsters Negotiations: The Board gave direction to staff.

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

**Reorganization of
the Board
Agenda Item 1-3**

Trustee Hatton nominated Trustee Pritchard and Trustee Palazzo nominated Trustee Addonizio. There being no further nominations, nominations were closed by Trustee Alpay. By a 5-2 roll call vote, Trustee Pritchard was elected President of the Board.

AYES: Trustees Alpay, Brick, Bryson, Hatton, Pritchard and Student
Advisor Ryan Pallas
NOES: Trustee Addonizio and Palazzo

President Pritchard declared nominations were in order for Vice President. President Pritchard nominated Trustee Alpay. By a 7-0 roll call vote, Trustee Alpay was elected Vice President of the Board.

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo,
Pritchard, and Student Advisor Ryan Pallas
NOES: None

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

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo,
Pritchard and Student Advisor Ryan Pallas
NOES: None

President Pritchard commended Trustee Brick and presented him with a plaque and gavel, on behalf of the Board, for serving as Board President from December 2010 to November 2011.

**Board President
Presentation**

Aliso Niguel High School Madrigals directed by Jason Harney presented a holiday musical performance.

**Musical
Performance**

Student Body Vice President C.J. Angle from Dana Hills High School presented a report on activities taking place at the high school.

**Student Body
Report**

The Board recessed at 7:25 p.m. to reorganize the dais. President Pritchard reconvened the meeting at 7:30 p.m.

Break

President Pritchard asked Trustees for a motion to present agenda item 11 before Oral Communications due to the number of speaker cards submitted by members of the audience to address this item. It was moved by Trustee Alpay, seconded by Trustee Addonizio, and motion carried unanimously to present agenda item 11 before Oral Communications.

**President's
Announcement**

It was moved by Trustee Alpay, seconded by Trustee Addonizio, and motion carried unanimously to waive the maximum time requirement of 20 minutes for speakers to address the Board.

Deputy Superintendent Ron Lebs stated Oxford Preparatory Academy (OPA) submitted a request for a Material Revision to their existing charter. Mr. Lebs stated this item is being presented for the Board to formally receive the request for Material Revision, schedule a public hearing for the January 9, 2012, Board meeting, and then take action on the request at the January 25, 2012, Board meeting. Mr. Lebs advised Trustees OPA is seeking to materially revise its charter in the following ways: increase enrollment from 628 to 772 beginning with the 2012-2013 school year and continuing for each of the remaining school years in the current charter term; CUSD representative to the charter board may serve as a voting member; board meetings to alternate among all campuses operated by OPA; the non-profit corporation's bylaws require quarterly meetings; and replace board position titles of "President" and "Vice President" with "Chairman" and "Vice Chairman."

**OPA Material
Revision Request
Agenda Item 11**

The following speakers addressed the Board:

- *Patrick Mallon and Magda McLain told Trustees Barcelona parents are disappointed in the way Oxford Preparatory Academy is taking over the campus and Barcelona students are being treated unfairly.*
- *Robert Reidel, Mary Kathrine Gottbrecht, Rob Johnson, Brian McCrary, Ryan Buckin, Gina Schumann, and Sue Roche spoke in support of Oxford Preparatory Academy's request and the effort OPA administration and staff are making to equally share the Barcelona campus.*

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried unanimously to receive the Material Revision request and schedule a public hearing on the provisions of the charter on January 9, 2012, for the Trustees to consider the level of support for the petition by District teachers, employees, and parents.

Trustee Bryson commented she attended SOCSA's performance of The Secret Garden and was amazed at the talent. Trustee Bryson also congratulated San Clemente High School's football team.

**Board and
Superintendent
Comments**

Student Advisor Ryan Pallas congratulated San Clemente High School's football team for a great season and Tesoro High School's mock trial team competing in the Orange County Mock Trial Championship semifinals.

Trustee Hatton thanked the musical students who performed at the meeting.

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

**Oral
Communications**

The following speakers addressed the Board:

- *Lee Ann Addison introduced Jill Rose and stated they are the chairpersons of the CUCPTSA Special Education Council and then shared the purpose of the council.*
- *Eric Patton congratulated the San Clemente High School football team and coaches for a great season.*
- *Darius Mohit read a letter he had e-mailed to Trustee Bryson in October regarding his support and unfair treatment of Eric Patton.*

President Pritchard stated his preference was to remain status quo on the committees he served on for 2011 and asked Trustees if they were also satisfied with the committees they served on. It was moved by Trustee Alpay, seconded by Trustee Bryson, and the motion carried unanimously for Trustees to maintain the existing committee assignments for 2012.

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

PUBLIC HEARING

President Pritchard announced the Public Hearing open at 8:10 p.m. regarding the approval of the draft plans for Trustee area boundary redistricting. There being no speakers to address the Board, President Pritchard declared the Public Hearing closed at 8:11 p.m.

**Public Hearing:
Draft Plans for
Trustee Area
Boundary
Redistricting
Agenda Item 5**

Deputy Superintendent Ron Lebs introduced Dr. Alan Heslop and Dave Meyer of National Demographics Corporation (NDC) who provided a PowerPoint presentation. Dr. Heslop explained the five plans being reviewed were drawn by NDC without involvement or input from Trustees or staff, illustrate the results of applying different criteria, and equalize population between Trustee areas. The purpose of the five plans is to prompt input and direction from the Board and public. Dr. Heslop stated the draft plans are starting points and the outcome of this discussion will result in a combination of several plans.

**Draft Plans for
Trustee Area
Boundary
Redistricting
Agenda Item 6**

Trustees provided direction regarding the draft plans for Trustee area boundary redistricting as follows:

1. Eliminate draft Plans A, C, and E
2. Use draft Plans B and D as “templates” for two new plans using the following guidelines:
 - respect city boundaries, with special focus on cities that are unnecessarily divided or under-represented, giving attention to city “spheres of influence,” prospective annexations, and anticipated developments
 - recognize high school attendance areas in boundary design, taking into account feeder patterns and crime areas
 - define communities of interest to include concentrations of Hispanic population, new developments, and other self-identifying communities
 - recognize natural, geographical, and man-made boundaries

Dr. Heslop stated two new plans, based on Trustees’ direction, will be presented at the January 9 Board meeting.

President Pritchard asked for a motion to bring item 15 forward in the agenda since Saddleback College President Dr. Tod Burnett was in the audience to address the Board on the item.

**President’s
Request**

It was moved by Trustee Palazzo, seconded by Trustee Bryson, and motion carried unanimously to bring forward item 15.

Assistant Superintendent Julie Hatchel stated San Juan Hills High School and Saddleback Community College have developed a joint Memorandum of Understanding (MOU) to provide guidelines to implement a comprehensive pilot program to enhance student preparedness and success at Saddleback College. The class, staffed by Saddleback College teachers, will be offered during the regular day at San Juan Hills High School targeting students who may not generally take advantage of college classes currently offered outside of the regular school day.

**MOU with
Saddleback College
Agenda Item 15**

President Pritchard introduced Dr. Tod Burnett to address the Board. Dr. Burnett stated this MOU represents the direction education is headed in the future and will increase the success of students. Dr. Burnett added Saddleback College is committed to the partnership with the District and the college will be tracking student progress.

It was moved by Trustee Hatton, seconded by Trustee Bryson, and motion carried unanimously to approve the Memorandum of Understanding with Saddleback College.

President Pritchard announced the Public Hearing open at 9:02 p.m. regarding the approval of the Special Education Local Plan Area Annual Service Plan. There being no speakers to address the Board, President Pritchard declared the Public Hearing closed at 9:03 p.m.

**Public Hearing:
SELPA Annual
Service Plan
Agenda Item 7**

Assistant Superintendent Sara Jocham stated each Special Education Local Plan Area is obligated to submit an Annual Service Plan to the state. The Annual Service Plan is required to be adopted at a public hearing and must identify the Individualized Education Plan services the District intends to provide to students. The plan indicates services offered by the District at school locations within the District and at other public and private locations. It also requires adoption of the California State Management Information System number codes to represent services.

**SELPA Annual
Service Plan
Agenda Item 8**

It was moved by Trustee Addonizio, seconded by Trustee Palazzo, and motion carried by a 5-2 vote to approve the 2011-2012 SELPA Annual Service Plan.

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

*Trustees Alpay and Bryson were temporarily away from the dais during the motion/vote.

President Pritchard announced the Public Hearing open at 9:05 p.m. regarding the approval of the Romero Bill/Open Enrollment Act Waiver Request. There being no speakers to address the Board, President Pritchard declared the Public Hearing closed at 9:06 p.m.

**Public Hearing:
Romero Bill/Open
Enrollment Act
Waiver Request
Agenda Item 9**

Assistant Superintendent Julie Hatchel explained the District is seeking General Waiver Requests of Education Code §48352 excluding Kinoshita, Marblehead, San Juan, and Viejo elementary schools from the low achieving schools list. These schools were identified on the 2012-2013 list based on 2011 Academic Performance Index (API) scores. Senate Bill SBX5-4, referred to as the Romero Bill/Open Enrollment Act, requires the State Superintendent of Public Instruction to compile a list of California's 1,000 "low achieving" schools according to API scores. In constructing the list of 1,000 schools, no local educational agency can have more than 10 percent of its schools deemed as open enrollment/low achieving schools. As a result, schools with an API close to or over 800 were included on the list.

**Romero Bill/Open
Enrollment Act
Waiver Request
Agenda Item 10**

It was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried unanimously to approve the General Waiver Requests to waive Education Code §48352, excluding Kinoshita, Marblehead, San Juan, and Viejo elementary schools from the 2012-2013 list of low achieving schools.

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

DISCUSSION/ACTION

Deputy Superintendent Ron Lebs, along with David Carter, Executive Director, Fiscal Services, presented a PowerPoint review of the budget and answered Trustees' questions. Mr. Lebs explained this agenda item presents a self-qualified certification of the First Interim Financial Report for 2011-2012, indicating the District may not meet its financial obligations for the current and two subsequent fiscal years.

**First Interim
Report
Agenda Item 12**

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Bryson, and carried by a 5-2 vote to approve the certification of the 2011-2012 First Interim Report and adoption of Resolution No. 1112-27, 2011-2012 Revenue and Expenditure Increases/Decreases.

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

Student Advisor Ryan Pallas left the meeting at 9:40 p.m.

Deputy Superintendent Ron Lebs explained this item presents for Board consideration a preliminary 2012-2013 budget calendar and the 2011-2012 budget guidelines and assumptions. The 2011-2012 guidelines and assumptions are presented for information purposes and to elicit any input or revisions Trustees may wish to make prior to development of the fiscal 2012-2013 budget guidelines and assumptions. The information contained in the guidelines and assumptions will be updated and revised to reflect the Governor's January budget proposal and will be brought back to Trustees for consideration and approval on February 13, 2012.

**Budget
Development
Agenda Item 13**

Trustee Addonizio requested staff build into the budget calendar separate budget workshops for the Board of Trustees to cover cash flow and various program issues.

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried unanimously to approve the 2012-2013 Preliminary Budget Calendar.

Dr. Farley stated this agenda item presents the proposed schedule of meetings for the period of July through December 2012.

**Board Meeting
Schedule
Agenda Item 14**

Trustees voiced concerns regarding the proximity of the March 28 and April 2 meetings, the August 13 and August 22 meetings, and the lateness of the December 17 meeting.

It was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried unanimously to approve the proposed July through December 2012 School Board Meeting Schedule with the following modification:

- Monday, April 2 is stricken from the calendar
- Monday, August 13 is stricken from the calendar
- Wednesday, August 22 is stricken from the calendar and Monday, August 20 added in its place

Assistant Superintendent Julie Hatchel presented the proposed school calendars for 2012-2013 and 2013-2014 prepared by the Calendar Committee consisting of representatives from all employee groups and Trustees Addonizio and Hatton. Mrs. Hatchel stated CUEA has notified the District of its concerns regarding the timing of the fall parent/teacher conferences backing up to the Winter Break and would like the Board to consider changing those dates. Trustees are being asked to adopt or revise the 2012-2013 and 2013-2014 proposed school calendars.

The following speaker addressed the Board:

- *Vicki Soderberg asked Trustees not to adopt the calendars due to elementary teacher concerns regarding parent/teacher conferences scheduled in December rather than November as neither parents nor teachers want to wait that late in the year to meet.*

Following discussion, it was moved by Trustee Palazzo, seconded by Trustee Bryson, to approve the proposed 2012-2013 and 2013-2014 school calendars.

Trustee Alpay proposed a substitute motion. It was moved by Trustee Alpay, seconded by Trustee Pritchard, to send the calendars back to the Calendar Committee for consideration of only the issue of elementary school parent conferences.

At 10:15 p.m. the Board recessed to allow staff time to review Roberts Rules of Order regarding a substitute motion. The Board reconvened at 10:23 p.m. President Pritchard read the definition and a roll call vote was taken on Trustee Alpay's substitute motion.

Trustee Alpay's motion failed by a 3-4 vote to send the calendars back to the Calendar Committee for consideration of only the issue of elementary school parent conferences.

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

Trustees voted on Trustee Palazzo's original motion which carried by a 5-2 vote to approve the proposed 2012-2013 and 2013-2014 school calendars.

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

Assistant Superintendent Julie Hatchel stated staff made the recommended changes requested by Trustees at the last Board meeting and is bringing this item forward for a second reading and approval.

Trustee Bryson stated she still has issues with the word "manner" because it is not a direct act. The policy needs to be based on actual acts/actions. Trustee Addonizio concurred in striking the word "manner" as well. Trustee Alpay asked staff to correct section/subsection titles throughout the policy. Trustee Alpay added, on page 257, under Delegation of Responsibility, staff needs to make it more explicit and suggested the following language: nothing in this Board policy should be construed in a manner that constitutes infringement of a student's rights to engage in legally protected speech or conduct.

It was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried unanimously to continue the item for a third reading.

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

**DSA Update
Agenda Item 17**

Prior to the approval of the consent calendar President Pritchard announced Janette Morey's name was being pulled as a candidate for the SELPA Community Advisory Committee in agenda item 22.

**Items Pulled from
the Consent
Calendar**

President Pritchard asked Trustees for items they wished to pull from the Consent Calendar. Agenda items 18 and 28 were pulled.

CONSENT CALENDAR

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

Petition to waive California Education Code §60851(a) and Board Policy 6162.52 – California High School Exit Examination: Case #1112-005 through #1112-007.

**California High
School Exit Exam
Agenda Item 19**

Expunging of expulsion record: Case #2008-131.

**Expunging of
Expulsion Record
Agenda Item 20**

2011-2012 Single School Plans and Budgets for elementary, middle, and high schools.

**Single School Plans
Agenda Item 20A**

Ratification of special education Informal Dispute Resolution agreements.

**Informal Dispute
Resolution
Agreements
Agenda Item 21**

Appointment of candidates to serve as Community Advisory Committee voting members for 2012-2013.

**Community
Advisory
Committee
Agenda Item 22**

Purchase orders, warrants, and previously Board approved bids and contracts as listed.

**Purchase Orders/
Warrants
Agenda Item 23**

Ratification of change orders #1 through #4 related to the construction of the performing arts theater at Capistrano Valley High School.

**Bid No. 1011-11
Change Order
Agenda Item 24**

Ratification of change orders #3 through #14 related to the construction of the 30-meter pool and support buildings at San Juan Hills High School.

**Bid No. 1011-09
Change Order
Agenda Item 25**

Master contract for special education services to be provided by Teri Incorporated and the Country School, a non-public school.

**Master Contract
Agenda Item 26**

Evaluation services for after school education and safety programs, Center for Grants and Evaluation, Incorporated.

**Independent
Contractor
Agreement
Agenda Item 27**

Supplemental educational services, Basic Educational Services Team, Incorporated.	Independent Contractor Agreement Agenda Item 29
Supplemental educational services, ATS Project Success.	Independent Contractor Agreement Agenda Item 30
Supplemental educational services, Aribba! Education.	Independent Contractor Agreement Agenda Item 31
Professional development, California School-Age Consortium.	Independent Contractor Agreement Agenda Item 32
Supplemental educational services, Applied Scholastics International.	Independent Contractor Agreement Agenda Item 33
Supplemental educational services, Ace Tutoring Services, Incorporated.	Independent Contractor Agreement Agenda Item 34
Supplemental educational services, Ace It! Tutoring Powered by Sylvan.	Independent Contractor Agreement Agenda Item 35
Supplemental educational services, Sylvan Learning Center of Laguna Niguel.	Independent Contractor Agreement Agenda Item 36
Supplemental educational services, Club Z! In-Home Tutoring Services, Incorporated.	Independent Contractor Agreement Agenda Item 37
Supplemental educational services, Aprende! Tutoring.	Independent Contractor Agreement Agenda Item 38
Visual Tools, Strategy Training, Kasey A. Klappenback.	Independent Contractor Agreement Agenda Item 39

Supplemental educational services, Xamaze in Home Tutoring.	Independent Contractor Agreement Agenda Item 40
Supplemental educational services, UROK Learning Institute.	Independent Contractor Agreement Agenda Item 41
Supplemental educational services, Teach-N-Tutor, Incorporated.	Independent Contractor Agreement Agenda Item 42
Supplemental educational services, Spectrum Solutions, LLC.	Independent Contractor Agreement Agenda Item 43
Supplemental educational services, Smart Kids Tutoring & Learning Center, Incorporated.	Independent Contractor Agreement Agenda Item 44
Supplemental educational services, Professional Tutors of America, Incorporated.	Independent Contractor Agreement Agenda Item 45
Supplemental educational services, Oxford Tutoring, Incorporated.	Independent Contractor Agreement Agenda Item 46
Mind Music Program, Mary Bestgen.	Independent Contractor Agreement Agenda Item 47
Supplemental educational services, Friendly Community Outreach Center.	Independent Contractor Agreement Agenda Item 48
Special inspections and materials testing services, Twining, Incorporated.	Extension of Agreement Agenda Item 49
General legal services, Harbottle Law Group.	Extension of Agreement Agenda Item 50
Legal services, George Cooper Rudolph Attorney & Counselor at Law.	Extension of Agreement Agenda Item 51

General legal services, Dannis Woliver Kelley.	Extension of Agreement Agenda Item 52
General legal services, Bergman & Dacey, Incorporated.	Extension of Agreement Agenda Item 53
Special inspections and materials testing services, MTGL, Incorporated.	Extension of Agreement Agenda Item 54
DSA approved inspector of record services, Knowland Construction Services.	Extension of Agreement Agenda Item 55
Special inspections and materials testing services, Ninyo & Moore.	Extension of Agreement Agenda Item 56
Third-party administration services for Capistrano Unified School District's 403(b) plan, SchoolsFirst Federal Credit Union.	Amendment to Agreement Agenda Item 57
Apex Learning Digital Curriculum Solutions, Apex Learning.	Client Agreement Agenda Item 58
Advertise Bid No. 1112-12, Compressed Natural Gas Fueling facility.	Advertise Bid Agenda Item 59
Resignations, retirements, and employment of classified personnel.	Resignations/ Retirements/ Employment (Classified Personnel) Agenda Item 60
Resignations, retirements, and employment of certificated personnel.	Resignations/ Retirements/ Employment (Certificated Personnel) Agenda Item 61
Agreement for administration of section 125-Flexible Spending Account Services, American Fidelity Assurance Company.	Flexible Spending Account Services Agenda Item 62
ROLL CALL: AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, and Pritchard NOES: None ABSENT: None ABSTAIN: None	
Trustee Palazzo pointed out pages 266 and 268 appeared to be duplicate pages and requested staff verify a page was not missing. Trustee Palazzo also directed staff to listen to the audio of the meeting regarding agenda item 23 for more comments made later in the discussion of this item that may change the tone of the paragraph recorded in the minutes.	Minutes Agenda Item 18

It was moved by Trustee Palazzo, seconded by Trustee Addonizio, to continue the minutes of the November 30, 2011, regular Board meeting and bring them back to the January 9 Board meeting.

Trustee Hatton asked staff for an update on how many students in the District qualify for Supplemental Educational Services (SES) and, of that number, how many is the District serving. Assistant Superintendent Julie Hatchel reported 202 students are being serviced and 118 of those students are being serviced by the District. Trustee Hatton clarified SES is an after-school tutoring program provided to students attending Title I schools.

**Independent
Contractor
Agreement
Agenda Item 28**

It was moved by Trustee Hatton, seconded by Trustee Alpay, to approve supplemental educational services with Carney Educational Services.

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

Adjournment

President Pritchard announced the meeting adjourned at 10:36 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Jane Boos, Manager, Board Office Operations

AGREEMENT FCI-SD-04

BY AND BETWEEN

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

AND

CAPISTRANO UNIFIED SCHOOL DISTRICT

FOR THE PROVISION OF SERVICES

This **AGREEMENT** ("Agreement") entered into as of the 1st day of June, 2011 ("Date of Agreement") which date is enumerated for purposes of reference only and corresponds to the date of action on and approval of funding for this Agreement by COMMISSION is by and between the **CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**, a public body and legal public entity ("COMMISSION") and **CAPISTRANO UNIFIED SCHOOL DISTRICT**, a California public school district organized and existing under the laws of the State of California ("CONTRACTOR"). This Agreement shall be administered by the Executive Director of COMMISSION or his/her authorized designee ("ADMINISTRATOR").

RECITALS

A. In order to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, the legislature adopted legislation set forth in the California Children and Families Act of 1998, Health and Safety Code Section 130100, *et seq.* (as amended, the "Act") implementing the Children and Families First Initiative passed by the California electorate in November, 1998 and establishing the California Children and Families Commission and providing for establishment in each county of Children and Families Commissions, including COMMISSION.

B. COMMISSION adopted its Strategic Plan to define how funds authorized under the Act should best be used to meet the critical needs of Orange County's children prenatal through age five as codified in the Act, which plan has been amended and after the Date of Agreement may be further amended, updated, and/or revised ("Strategic Plan").

C. On May 4, 2011 COMMISSION awarded \$175,100 to CONTRACTOR for Early Learning Specialist Services and awarded \$200,000 for School Readiness Nurse Services and on June 1, 2011 COMMISSION awarded \$150,000 for additional School Readiness Services for a total amount not to exceed \$525,100.

D. CONTRACTOR is a school district organized and existing under the laws of the State of California, and its powers include without limitation, provision of services to and activities for the benefit of Orange County's children through age five (5).

E. COMMISSION desires to contract with CONTRACTOR to provide services and carry out certain performance obligations, and achieve certain outcomes, promoting the purposes of the Act and the Strategic Plan on the terms and conditions set forth in this Agreement and the Project Summary, Exhibit A, Work Plan, Exhibit A-1, and Project Budget, Exhibit B (together, "Services").

F. As and if applicable, COMMISSION and CONTRACTOR desire to enter into a matching fund program opportunity with the California Children and Families Commission (First 5 California).

G. CONTRACTOR desires to provide the Services in furtherance of the purposes of the Act and the Strategic Plan on the terms and conditions set forth in this Agreement.

NOW THEREFORE, based on the Recitals, which are a substantive part of this Agreement, and agreed mutual consideration, COMMISSION and CONTRACTOR agree as follows:

1. TERM OF AGREEMENT. The term of this Agreement shall commence on July 1, 2011 and terminate on June 30, 2012 unless earlier terminated pursuant to the provisions of Paragraph 23 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, provided that COMMISSION's Maximum Payment Obligation in this Agreement does not increase as a result.

2. ALTERATION OF TERMS. This Agreement, together with the Project Summary, Exhibit A; Work Plan, Exhibit A-1, and Project Budget, Exhibit B that are attached to this Agreement and fully incorporated by this reference (together, "Exhibits"), express all understanding of the parties with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties, except as otherwise expressly provided in this Paragraph 2 and in Subparagraph 8.5. No amendment, addition to, or alteration of, the terms of this Agreement, whether written or oral, shall be valid unless the amendment is made in writing and formally approved and executed by both parties, except as provided in this Paragraph 2 and in Subparagraph 8.5. Notwithstanding anything to the contrary, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to make revisions to the activities, tasks, deliverables and/or performance timeframes specified in the Project Summary as set forth in the Scope of Work in Exhibit A and to the allocation between and among the line items budgeted in the Project Budget, Exhibit B; provided however, that any of these revisions do not alter the overall goals and basic purpose of the Agreement, and provided these changes do not increase COMMISSION's Maximum Payment Obligation.

2.1 CONTRACTOR work plans, budgets and scopes of services will be subject to an annual review to determine consistency with the COMMISSION's strategic direction. Changes to the work plan, budgets and scopes of services may be directed by ADMINISTRATOR to bring the Agreement scope into better alignment with the COMMISSION's evolving strategic direction. These changes may include, but are not limited to, reprioritization of the targeted service population, redirection of resources to provide more intensive services, and/or increased focus on sustainability strategies. If CONTRACTOR is unable to redirect its program to be consistent with this direction, COMMISSION may reduce funding provided in successive years of this agreement.

2.2 Administrator Modification Authority. Notwithstanding anything to the contrary and provided any modifications do not alter the overall goals and basic purpose of the Agreement, and provided these modifications do not increase COMMISSION's Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR has the authority to, with the agreement of CONTRACTOR, make modification(s) to the activities, tasks, deliverables, and/or performance timeframes specified in the Project Summary as set forth in the Scope of Work in Exhibit A and/or the Work Plan, Exhibit A-1, to the funding allocation between and among the line items and/or the "Funds Due" period(s) budgeted in the Project Budget, Exhibit B, to the Payment interval, to the percentage of Initial Payment(s), and/or to the percentage of Retention Amount(s), and/or to the timing of the Retention Amount(s) withheld as described in this Agreement.

3. STATUS OF CONTRACTOR. CONTRACTOR is and shall at all times be deemed to be an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the Services required of it by the terms of this Agreement. Nothing in this Agreement shall be construed as creating the relationship of employer and employee or principal and agent between COMMISSION and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR knowingly, voluntarily, and expressly assumes exclusively the responsibility for the acts of its employees or agents as they relate to the Services to be provided during the course and scope of their employment, whether the employee(s) are funded by program moneys or otherwise related directly or indirectly to the performance of Services under this Agreement. CONTRACTOR, its elected or appointed officials, officers, agents, employees, and Subcontractors shall not, in any respect whatsoever, be entitled to any rights and/or privileges of COMMISSION employees and shall not be considered in any manner to be COMMISSION employees. COMMISSION shall neither have nor exercise any control or direction over the methods by which CONTRACTOR shall perform its obligations under this Agreement. COMMISSION shall not be responsible or liable for the acts or failure to act, whether intentional or negligent, of any employee, agent, or volunteer of CONTRACTOR.

3.1 COMMISSION as Independent Entity. Notwithstanding other provisions in this Agreement, such as insurance and indemnity provisions protecting COMMISSION and the County of Orange, CONTRACTOR acknowledges that pursuant to the Act, specifically Health & Safety Code Section 130140.1(a)(1), COMMISSION is a legal public entity separate from the County of Orange with independent powers and that in no event will CONTRACTOR look to the County of Orange for performance or indemnity under this Agreement, and CONTRACTOR expressly waives any rights it may have against the County of Orange in any way related to this Agreement. With respect to the above provisions CONTRACTOR agrees all rights under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States are expressly waived. Section 1542 reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS/HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM/HER MUST HAVE MATERIALLY AFFECTED HIS/HER SETTLEMENT WITH THE DEBTOR.

4. CONTRACTOR DELEGATION AND ASSIGNMENT. CONTRACTOR shall not delegate or assign or otherwise transfer its duties, nor assign its rights under this Agreement, either in whole or in part, without the prior written consent of ADMINISTRATOR. The request must be in writing with a full explanation for the request. Any consent granted by ADMINISTRATOR may be conditioned upon and subject to certain actions by CONTRACTOR as determined by ADMINISTRATOR. Any attempted assignment or delegation in derogation of this Paragraph 4 shall be deemed void.

5. SUBCONTRACTS. Except to the extent expressly provided for in the Project Summary, Exhibit A, or as approved by ADMINISTRATOR, CONTRACTOR shall not enter into a subcontract or a consulting agreement, or agreement for professional services (each and all referred to as a "Subcontract") for the provision of services or performance of tasks included within the scope of the Services required by this Agreement without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing for CONTRACTOR to enter into a Subcontract, in no event shall the Subcontract alter in any way any legal responsibility or performance obligation of CONTRACTOR to COMMISSION to perform or cause performance of the Services required under

this Agreement. ADMINISTRATOR may, but is not obligated to, require that CONTRACTOR submit a true copy of any permitted Subcontract. All records related to each Subcontract, if any, are subject to examination and audit by ADMINISTRATOR or his/her designee, for a period of the later of (i) three (3) years after the date of final disbursement under this Agreement, or (ii) until any pending audit is completed.

5.1 Minimum Subcontract Terms. Each permitted Subcontract and the terms and provisions in the Subcontract shall be independently negotiated between CONTRACTOR and its selected subcontractor, consultant, or other person or entity under contract to CONTRACTOR related to the Services to be provided under this Agreement (“Subcontractor”); provided however, each Subcontract shall include provisions that meet or exceed the following requirements: (i) any specific requirements set forth in the Project Summary, Exhibit A; (ii) clear and complete description of the nature, extent, and tasks of the work to be performed by the Subcontractor and the relation of the work to the Services required under this Agreement; (iii) identification of the personnel by classification, and, if available by name, who will work or provide services to CONTRACTOR under the Subcontract, including a description of the minimum qualifications, education, experience, and any required licensing for each classification of personnel, number of hours described in relation to full time equivalent (e.g., 1.0 FTE or 0.5 FTE); (iv) a compensation schedule, including hourly rates or fees for each classification of personnel and a not to exceed payment obligation under the Subcontract, which total amount shall in no event exceed and shall be limited to amounts set forth in the Project Budget, Exhibit B; (v) insurance and indemnification comparable to the requirements and provisions set forth in this Agreement for CONTRACTOR to provide to COMMISSION, which insurance shall protect CONTRACTOR and COMMISSION, and the County of Orange from any Claims or other liabilities that arise out of the Subcontract and performance of Subcontractor under the Subcontract; (vi) term of Subcontract, which term shall not exceed the term of this Agreement; (vii) obligation to maintain and retain accurate and complete client and financial records, which recordkeeping shall be fully compliant with applicable laws and regulations and which records shall be maintained and retained for a minimum of three (3) years related to work and services provided under the Subcontract; (viii) remedies and termination provisions which may be availed by CONTRACTOR in the event Subcontractor fails to perform under the Subcontract, and (ix) compliance with laws and regulations applicable to CONTRACTOR, as a public entity, entering into contracts, including without limitation that any subcontract is duly authorized, approved, and executed and in compliance with notice and bidding and contracting requirements, if any, and prevailing wage laws, if applicable, pursuant to applicable laws and regulations.

6. INDEMNIFICATION

6.1 CONTRACTOR Indemnification of COMMISSION. CONTRACTOR agrees to and shall indemnify, defend, hold harmless COMMISSION, the County of Orange, and their Commissioners, officers, agents, and employees from and against all liabilities, claims, losses and demands, damages to property or injuries to or death of any person or persons, including property of officers, employees, or agents of COMMISSION or the County of Orange, including defense costs (together, “Claims”), whether resulting from court action or otherwise, resulting from, related in any manner to, or arising out of the intentional, malicious, negligent acts, inactions, errors or omissions of CONTRACTOR, its officers, employees, agents, and/or Subcontractors in the performance of this Agreement.

6.1.1 With regard to this indemnity clause, COMMISSION acknowledges CONTRACTOR does not assume responsibility for payment of Claims to the extent a court of competent jurisdiction determines CONTRACTOR was not responsible for all or a part of the Claim(s), i.e., liability did not result from intentional, malicious, negligent acts, inactions, errors or

omissions of CONTRACTOR, its officers, employees, agents, and/or Subcontractors in the performance of this Agreement, but were the result of the negligent or intentional act or omission of COMMISSION or its Commissioners, officers, agents or employees. CONTRACTOR agrees the above provisions do not limit or affect its obligation to accept tender of defense and indemnification for a Claim from COMMISSION or ADMINISTRATOR. Provided however, if COMMISSION or its Commissioners, officers, agents or employees are found liable for all or a part of the Claim by a court of competent jurisdiction due to negligent or intentional act or omission of COMMISSION or its COMMISSIONERS, officers, agents or employees, then COMMISSION shall be responsible to pay the part of Claim it is determined responsible for and CONTRACTOR may recover costs of defense directly attributable to that part of the Claim.

6.1.2 Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall maintain in force at all times during the term of this Agreement, the policy or policies of insurance covering its operations and performance under this Agreement in the form and amounts set forth in Paragraph 7, which insurance obligations shall apply independently of the indemnification provided under this Agreement.

6.1.3 No elected official, no public official, no officer, no committee member, no Commissioner, employee, and no agent of COMMISSION or the County of Orange shall be personally liable to CONTRACTOR, or any successor in interest, (or to any Subcontractor) in the event of any default or breach by COMMISSION or for any amount which may become due to CONTRACTOR or to its successor (or Subcontractor) or for breach of any obligation of the terms of this Agreement.

6.2 COMMISSION Indemnification of CONTRACTOR. COMMISSION agrees to indemnify and hold harmless CONTRACTOR from all Claims, including defense costs, whether resulting from court action or otherwise, arising out of the sole intentional or grossly negligent acts or omissions of COMMISSION and its officers, agents or employees in the performance of this Agreement.

6.2.1 COMMISSION warrants it is self-insured or maintains policies of insurance placed with reputable insurance companies licensed to do business in the State of California which insures the perils of bodily injury, medical, professional liability and property damage.

6.2.2 No elected official, no public official, and no employee of CONTRACTOR shall be personally liable to COMMISSION in the event of any default or breach of any obligation of the terms of this Agreement, except as to intentional misconduct or gross negligence of the elected official, public official, or employee of CONTRACTOR.

6.3 Notice of Claim; Tender of Indemnification. Each party agrees to provide the indemnifying party with written notification of any Claim within thirty (30) days of notice of the Claim, to allow the indemnifying party control over the defense and settlement of the Claim, and to cooperate with the indemnifying party in its defense.

6.4 Defense of Claim. COMMISSION and CONTRACTOR, at their sole discretion and expense, may employ legal counsel and participate in the defense of any actions.

6.5 Cooperation with Claims. Each party to this Agreement shall cooperate with the other party to this Agreement in the defense of any action brought for conduct resulting under this Agreement and shall make available to said party any and all records in their respective possessions or control reasonably required by a party for use in contesting or defending liability.

7. INSURANCE. Without limiting CONTRACTOR's liability for indemnification of COMMISSION as set forth in Paragraph 6 above, CONTRACTOR shall obtain and maintain, in

effect, during the term of this Agreement, certain minimum coverage of insurance through any or all of the following types of insurance, as further described, and as applicable, in Subparagraphs 7.1, 7.2, and/or 7.3 below: (a) self-insurance through the State or as otherwise approved by ADMINISTRATOR or his/her Risk Management designee; and/or (b) insurance via a pooled or joint powers insurance authority; and/or (c) insurance policies secured from insurance company(ies) that is/are admitted in California and rated A-:VIII or better or FPR Ratings of 9 through 7 and have a Financial Size Category (FSC) of VIII or better according to the current Best's Key Rating Guide/Property-Casualty/United States or from an insurance company of equal financial stability as approved by ADMINISTRATOR or his/her Risk Management designee. Evidence of required insurance coverage(s) obtained under (a), (b), and/or (c) in this Paragraph 7 shall be submitted to ADMINISTRATOR prior to and as a condition precedent to commencement of any Services or proceeding with any work under this Agreement. Submittal and approval of insurance coverage, including self-insurance or pooled coverage, shall neither relieve nor decrease the liability of CONTRACTOR.

7.1 Certificate of Self-Insurance Coverage. In lieu of maintaining insurance coverage by separate insurance policies secured through third party insurance companies as described in Paragraph 7 above and Subparagraph 7.3 below, CONTRACTOR may be self-insured with respect to the minimum amounts and types of required insurance coverage under this Agreement.

7.1.1 Certificate of Self-Insurance. A certificate signed by a duly authorized officer or member of CONTRACTOR shall be submitted to ADMINISTRATOR evidencing self-insurance prior to and as a condition precedent to commencement of Services or proceeding with any work under this Agreement. Further, during the term of this Agreement ADMINISTRATOR may in his reasonable discretion request reconfirmation of CONTRACTOR's status as self-insured for the required coverage. The self-insurance certificate(s) shall verify that on behalf of Capistrano Unified School District, CONTRACTOR has and maintains self-insurance in the following categories and amounts of coverage, including the amount(s) and company(ies), if any, that may provide any secondary or additional level of coverage. Further the certification shall state that the self-insurance is intended to cover as additional insureds (or the equivalent of being an additional insured) COMMISSION, the County of Orange, the members of COMMISSION and the Board of Supervisors of the County of Orange, and their officers, agents, and employees, individually and collectively, and that the self-insurance shall apply as primary insurance and that other insurance maintained by COMMISSION or the County of Orange (whether through insurance policies, self-insurance, or pooled/joint powers coverage) shall be excess only and not contributing with insurance provided under the self-insurance. In the event CONTRACTOR elects to no longer self-insure under any of the required types of coverage in this Subparagraph 7.1, then CONTRACTOR shall provide to ADMINISTRATOR not less than thirty (30) days prior written notice of the cancellation or change in coverage. In this event, CONTRACTOR shall obtain and maintain insurance coverages pursuant to Subparagraphs 7.2 and/or 7.3 below.

7.1.2 Types of Self-Insurance Coverage. CONTRACTOR shall evidence it is self-insured through the State or as otherwise approved by ADMINISTRATOR or his/her Risk Management designee in his/her sole discretion for the following required coverage:

(a) **Comprehensive General Liability** coverage for bodily injury (including death) and property damage equivalent to not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate, including self-insurance covering premises and operations, products/completed operations, contractual liability, and personal injury liability.

(b) **Comprehensive Automobile Liability** coverage for bodily injury (including death) and property damage equivalent to not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles/watercraft, with not less than One Million Dollars (\$1,000,000) annual aggregate.

(c) **Workers' Compensation** coverage shall be maintained for workers' compensation risk Claims in amounts equivalent to coverage required by the State of California, applicable statutory requirements, and including the equivalent of a broad form all-states endorsement and waiver of subrogation.

(d) **Employers' Liability** coverage for all employees engaged in Services or operations under this Agreement equivalent to not less than One Million Dollars (\$1,000,000) per occurrence.

(e) **Professional Liability.** If the Project Summary, Exhibit A, includes or requires staffing or Services by a licensed professional, such as physician, dentist, pharmacist, registered nurse, psychologist, engineer, architect, etc., then coverage for professional liability/errors and omissions is required equivalent to not less than One Million Dollars (\$1,000,000) per claims made and One Million Dollars (\$1,000,000) aggregate.

7.2 Pooled and/or Joint Powers Insurance Coverage. CONTRACTOR may provide insurance coverage through membership and participation in a pooled insurance cooperative and/or joint powers insurance authority with respect to the minimum amounts and types of required insurance coverage under this Agreement.

7.2.1 Certificate re Pooled/Joint Powers Insurance. A certificate signed by an authorized officer or member of CONTRACTOR and by an authorized officer of the pooled and/or joint powers insurance authority shall be submitted to ADMINISTRATOR evidencing membership and participation in pooled and/or joint powers insurance prior to and as a condition precedent to commencement of Services or proceeding with any work under this Agreement. Further, during the term of this Agreement ADMINISTRATOR may in his reasonable discretion request reconfirmation of CONTRACTOR's status as a member in good standing and participant in pooled and/or joint powers insurance for the required coverage. The certificate shall verify that on behalf of Capistrano Unified School District, CONTRACTOR has and maintains insurance in the categories and amounts of coverage described for self-insurance above in Subparagraph 7.1, including the amount(s) and company(ies), if any, that may provide any secondary or additional level of coverage. Further the certificate shall state that the pooled and/or joint powers insurance is intended to cover as additional insureds (or the equivalent of being an additional insured) COMMISSION, the County of Orange, the members of COMMISSION and the Board of Supervisors of the County of Orange, and their officers, agents, and employees, individually and collectively, and that the pooled and/or joint powers insurance shall apply as primary insurance and other insurance maintained by COMMISSION or the County of Orange (whether through insurance policies, self-insurance, or pooled/joint powers coverage) shall be excess only and not contributing with insurance provided under the pooled and/or joint powers insurance. Pooled and/or joint powers insurance provided under this Subparagraph 7.2 shall not be canceled or changed so as to no longer meet the specified COMMISSION or County insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to ADMINISTRATOR.

7.3 Insurance Policies through Independent Insurance Companies. CONTRACTOR may obtain and maintain insurance policy(ies) for the required coverage under this Agreement.

7.3.1 Evidence of Coverage. Prior to commencement of any Services or proceeding with any work under this Agreement, CONTRACTOR shall provide on an insurance

industry approved form a Certificate of Insurance certifying that coverage as required in this Subparagraph 7.3 has been obtained and remains in force for the period required by this Agreement. In addition, a certified copy of the policy or policies shall be provided by CONTRACTOR upon request of ADMINISTRATOR at the address specified in Paragraph 22. Each policy shall meet the following requirements.

(a) **Additional Insured Endorsement:** Except for Worker's Compensation and Professional Liability insurance, each policy shall include an endorsement evidencing that the policy also applies to COMMISSION, the County of Orange, the members of COMMISSION, the Board of Supervisors of the County of Orange, and their officers, agents, and employees, individually and collectively, as additional insureds.

(b) **Primary Insurance Endorsement:** Each policy shall include an endorsement evidencing that the policy afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by COMMISSION or the County of Orange, or their officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

(c) **Notice of Cancellation or Change of Coverage Endorsement:** Each policy shall include an endorsement evidencing that the policy shall not be canceled or changed so as to no longer meet the specified COMMISSION or County insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to ADMINISTRATOR at the address shown on the Certificate of Insurance.

(d) **Separation Clause Endorsement:** Each policy shall include an endorsement evidencing that the policy provides coverage separately to each insured who is seeking coverage or against whom a Claim is made or a suit is brought, except with respect to the company's limit of liability.

(e) **Termination of Insurance.** If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least two (2) years to report Claims arising from work performed, or any action or any inaction in connection with this Agreement.

(f) **Qualifying Insurers.** All coverages shall be issued by qualified insurance companies meeting the criteria described in Paragraph 7 above.

(g) **Deductible Amounts in Standard Policy.** COMMISSION acknowledges that a deductible amount on a policy of insurance is acceptable, but only as approved in writing in the sole discretion of ADMINISTRATOR or his/her Risk Management designee; provided no approved deductible shall in any way limit liabilities assumed by CONTRACTOR under this Agreement, including:

(i) Any policy deductible or self-insured retention on any insurance policy (except auto) which exceeds \$25,000 requires prior written approval of ADMINISTRATOR or his/her Risk Management designee.

(ii) Any policy deductible or self-insured retention on automobile liability over \$5,000 requires prior written approval of ADMINISTRATOR or his/her Risk Management designee.

(h) **Subcontractor Insurance Requirements.** Should any of the Services under this Agreement be provided by a Subcontract, CONTRACTOR shall require each Subcontractor (of any tier) to provide the coverages mentioned in this Subparagraph 7.3, or CONTRACTOR may insure any Subcontractor under its own policies.

(i) **Occurrence Versus Claims Made Coverage.** It is the intent of COMMISSION to secure "occurrence" rather than "claims made" coverage whenever possible. If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to coverage requirements above, the policy shall provide that:

(i) Policy retroactive date coincides with or precedes CONTRACTOR's start of work (including subsequent policies purchased as renewals or replacements).

(ii) CONTRACTOR will make every effort to maintain similar insurance during the required extended period of coverage following completion of services, including the requirement of adding all additional insureds.

(iii) Policy allows for reporting of circumstances or incidents that might give rise to future claims.

7.3.2 Types of Insurance Policies/Coverages. If CONTRACTOR provides insurance through a policy or policies, then the following types and coverages are required.

(a) **Comprehensive General Liability Insurance.** Comprehensive General Liability Insurance for bodily injury (including death) and property damage which provides not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate.

(i) The coverage shall include:

(A) Premises and Operations

(B) Products/Completed Operations with limits of One Million Dollars (\$1,000,000) per occurrence/aggregate to be maintained for two (2) years following the end of the term of this Agreement.

(C) Contractual Liability expressly including liability assumed under this agreement, excepting the requirement does not apply for service contracts.

(D) Personal Injury Liability.

(b) **Comprehensive Automobile Liability Insurance.** Comprehensive Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles/watercraft, One Million Dollars (\$1,000,000) annual aggregate.

(c) **Workers' Compensation Insurance.** Workers' Compensation Insurance shall be maintained. Statutory California Workers' Compensation coverage shall include a broad form all-states endorsement and waiver of subrogation.

(d) **Employers' Liability Coverage.** Employers' Liability Coverage of not less than One Million Dollars (\$1,000,000) per occurrence for all employees engaged in Services or operations under this Agreement.

(e) **Professional Liability.** If the Project Summary, Exhibit A, includes or requires staffing or services by a licensed professional, such as physician, dentist, pharmacist, registered nurse, psychologist, engineer, architect, etc., then insurance policy(ies) and coverage for professional liability/errors and omissions is required in an amount not less than One Million Dollars (\$1,000,000) per claims made and One Million Dollars (\$1,000,000) aggregate.

7.4 Duration of Insurance. CONTRACTOR shall maintain all coverage and insurance for the entire term and for any extended period agreed upon within this Agreement.

7.5 Maintain Records re Insurance Coverage. CONTRACTOR will maintain records regarding all coverage and insurance for the term of this Agreement and for any extended period agreed upon within this Agreement.

7.6 Withhold Payment for Lack of Required Coverage. COMMISSION reserves the right to withhold payments to CONTRACTOR in the event of material noncompliance with the applicable insurance requirements outlined in this Paragraph 7.

7.7 Remedies for Failure to Provide or Maintain Required Coverage, Insurance, or Endorsements. In addition to any other remedies COMMISSION may have if CONTRACTOR (or any Subcontractor) fails to provide or maintain any insurance required by this Paragraph 7 to the extent and within the time required by this Agreement, COMMISSION may, at its sole option:

(a) Obtain the insurance and deduct and retain the amount of the premiums for the insurance from any monies due under this Agreement.

(b) Order CONTRACTOR (and any Subcontractor) to cease performance of the Services and/or withhold any payment(s) which become due to CONTRACTOR (or any Subcontractor) until CONTRACTOR (or any Subcontractor) demonstrates compliance with the insurance requirements of this Agreement.

(c) Immediately and without further cause terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to any other remedies COMMISSION may have and are not the exclusive remedies for CONTRACTOR's (or its Subcontractor's)) failure to maintain or secure appropriate policies or endorsements. Nothing in this Agreement shall be construed as limiting in any way the extent to which CONTRACTOR (or any Subcontractor) may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's (or any Subcontractor) performance of work under this Agreement.

8. RESPONSIBILITIES OF CONTRACTOR

8.1 Conditions to COMMISSION's Obligation to Proceed under Agreement. COMMISSION's obligation to proceed with performance and the payment of each installment payment under this Agreement is expressly conditioned upon the satisfaction by CONTRACTOR of the following conditions precedent ("Conditions"). These Conditions are solely for the benefit of COMMISSION and shall be fulfilled by CONTRACTOR (or waived by ADMINISTRATOR in his/her sole discretion in the Project Summary, Exhibit A.) CONTRACTOR may satisfy (and submit evidence of its satisfaction to ADMINISTRATOR) one or more of the Conditions at any time prior or subsequent to the Date of Agreement, so that at the time of the first payment (and any subsequent payments), CONTRACTOR shall have provided satisfactory evidence of compliance with each of the Conditions.

8.1.1 Evidence of CONTRACTOR Approval of Agreement. CONTRACTOR shall submit evidence of the approval of this Agreement by resolution of CONTRACTOR's governing board, or a true copy of the minutes of the public meeting at which this Agreement was considered and approved, or other evidence of approval satisfactory to ADMINISTRATOR.

8.1.2 Insurance. All provisions and submittal of endorsements or other evidence of insurance required by Paragraph 7 shall be in place and approved by ADMINISTRATOR or his/her Risk Management designee.

8.1.3 Other Conditions. CONTRACTOR has complied with the other Conditions listed in the Project Summary, Exhibit A, if any.

8.2 No Supplanting Government Funds. CONTRACTOR shall not supplant government funds intended for the purposes of this Agreement with any COMMISSION funds intended for the purposes of this Agreement. CONTRACTOR shall not invoice for payment from COMMISSION for, or apply sums received from COMMISSION with respect to that portion of its obligations which have been paid by another source of revenue. As a material provision of this Agreement and substantive criterion in COMMISSION's selection of CONTRACTOR for the Services provided under this Agreement and in furtherance of the express directives of the Act, CONTRACTOR is required to ensure that in the performance of this Agreement all funding shall be expended and used to supplement, not supplant, existing levels of service.

8.3 Technical Requirements for PCs and Software Used by CONTRACTOR for all Recordkeeping and Reporting for the Services and Agreement. CONTRACTOR agrees to obtain and maintain all computer hardware and software necessary to meet the requirements of Paragraph 19 in its entirety with respect to COMMISSION's evaluation and contracts management system. CONTRACTOR is required to contact COMMISSION's database carrier prior to the commencement of work pursuant to this Agreement to ensure that CONTRACTOR's computer hardware and software is capable of meeting CONTRACTOR's evaluation and contract management obligations. In the event that CONTRACTOR's existing equipment does not meet the necessary standards, CONTRACTOR is required to obtain all requisite hardware and software to ensure its compliance with Paragraph 19 of this Agreement.

8.4 Staffing Obligations for Services. COMMISSION and CONTRACTOR agree that the Scope of Work, the level and description of Services, and the classification, number, and qualifications of personnel and staff necessary for the Services, and budget for staffing to be provided by CONTRACTOR in furtherance of the Strategic Plan and the Act are set forth in the Exhibits. CONTRACTOR agrees to provide the level and type of staffing, facilities, equipment and supplies necessary to provide the Services and meet the outcomes set forth in these Exhibits. CONTRACTOR shall perform continuously throughout the term of this Agreement in conformity with this Agreement, including all Exhibits.

8.4.1 Staffing Conferences. At ADMINISTRATOR's request, CONTRACTOR agrees to send appropriate staff to attend orientation session(s) and/or progress meeting(s) arranged and/or given by COMMISSION and/or ADMINISTRATOR. A requested meeting shall occur at a time and place mutually agreeable between the parties.

8.4.2 Personnel Disclosure. If requested by ADMINISTRATOR, CONTRACTOR shall make available to ADMINISTRATOR a current list of all personnel providing Services or performing any work under this Agreement, including personnel of any Subcontractor. Changes to the list shall be immediately provided to ADMINISTRATOR. CONTRACTOR shall prepare and maintain up-to-date personnel records and information about its employees and, if requested by ADMINISTRATOR and to the extent permitted by applicable laws, make available to ADMINISTRATOR the following information/records:

(a) The required list of personnel, including any Subcontractor, shall include each of the following:

(i) All full time staff positions and all part-time staff positions by title, including volunteer positions, who are assigned to, performing under, and/or providing Services.

(ii) The qualifications and experience, including professional degree(s) and required licensing, if applicable, required for each position.

(iii) The language skill(s), if applicable, of the personnel, such as bi-lingual, sign language, Braille, or other communication skills.

(b) CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, of any paid employee and/or volunteer staff providing Services under this Agreement when the information becomes known to CONTRACTOR.

8.4.3 CONTRACTOR To Maintain Complete Records re Personnel.

CONTRACTOR shall maintain complete and accurate records relating to all personnel listed (or required to be listed) in Subparagraph 8.4.2 above. The record keeping shall include evidence that CONTRACTOR has conducted adequate pre-employment (or pre-volunteer) screening, such as information CONTRACTOR has conducted or caused to be conducted on each employee a pre-employment/hiring background check and CONTRACTOR has taken all reasonable steps to assure all employees (and volunteers) assigned to perform Services under this Agreement are suitable to perform the work and do not pose a reasonably foreseeable risk of harm to children or other persons receiving or participating in the Services. CONTRACTOR acknowledges it has a duty to disclose to COMMISSION and ADMINISTRATOR information within its knowledge that may pose a reasonably foreseeable risk of harm to children. Nothing in the above provisions shall obligate CONTRACTOR to disclose to COMMISSION or ADMINISTRATOR confidential personnel information about employees (or volunteers) except and to the extent disclosure is permitted by applicable laws or authorized by judicial or administrative order. Further, nothing in the above provisions shall affect or modify the provisions of this Agreement affirming the independent contractor status of CONTRACTOR.

8.5 Implementing Exhibits. As directed by ADMINISTRATOR during the term of this Agreement and pursuant to the Exhibits CONTRACTOR will be required to prepare and submit to ADMINISTRATOR certain planning and implementing documents regarding the Services under this Agreement aimed toward achieving the outcomes set forth in the Work Plan, Exhibit A-1. The planning and implementing documents may include, but not be limited to, service plan(s), and/or business plan(s), and/or supplements to the Work Plan, each of which may clarify and/or further describe and define the Services required under this Agreement and date(s) required for performance of certain tasks which comprise the Services. As each implementing document is prepared by CONTRACTOR and submitted to, reviewed by, and approved by ADMINISTRATOR, it shall become and be deemed to be part of the Exhibits to and fully incorporated as a part of this Agreement. CONTRACTOR shall perform and meet the tasks and requirements set forth in all Exhibits as performance obligations of this Agreement.

9. GENERAL TERMS AND CONDITIONS

9.1 Compliance with Laws. CONTRACTOR shall provide all Services in accordance with all applicable federal and state laws, statutes and regulations and local ordinances and resolutions. CONTRACTOR shall comply with the Act, and all laws, rules or regulations applicable to the Scope of Work and provision of Services, as any may now exist or as changed or added after the Date of Agreement.

9.2 Familiarity with Work. By executing this Agreement and prior to performing or providing any Services, CONTRACTOR warrants and shall be satisfied that (a) it has thoroughly investigated and considered the Services, (b) it has carefully considered how the Services should be performed, will be implemented, and will be completed, and (c) it fully understands the facilities,

difficulties, and restrictions, attending carrying out the performance obligations of this Agreement. Should CONTRACTOR discover any latent or unknown conditions materially differing from those inherent in the work or as represented by COMMISSION or ADMINISTRATOR, it shall immediately inform COMMISSION in writing of this fact and shall not proceed except at CONTRACTOR's risk until written instructions are received from ADMINISTRATOR.

9.3 Care of Work. CONTRACTOR shall adopt reasonable methods during the term of this Agreement to furnish continuous protection to the property (real and personal property), facilities, equipment, and persons providing and/or receiving Services, and to the work product, records, and other papers to prevent losses or damages. CONTRACTOR shall be responsible for all losses or damages, to persons or property (including real property, personal property, both tangible and intangible), except the losses or damages as may be caused by COMMISSION's sole negligence. The performance of Services by CONTRACTOR shall not relieve CONTRACTOR from any obligation to correct any incomplete, inaccurate, or defective work or service at no further cost to COMMISSION, when they are due to the negligent action or inaction of CONTRACTOR.

9.4 Severability. If a court of competent jurisdiction declares any provision of this Agreement or its application to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement or its application shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

9.5 California Law. This Agreement shall be construed and interpreted both as to validity and to performance in accordance with the laws of the State of California. Legal actions concerning any default, dispute, interpretation, declaration of rights, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in the county, and CONTRACTOR covenants and agrees to submit to the personal jurisdiction of the court in the event of any action.

9.6 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair any right or remedy or be construed as a waiver. One party's consent or approval of any act by the other party requiring the other party's consent or approval shall not be deemed to waive or render unnecessary the party's consent to or approval of any subsequent act of the party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

9.7 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of the rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.8 Covenant Against Discrimination. In the performance of this Agreement, CONTRACTOR shall not engage in, nor permit any employee or agent to engage in discrimination in employment of persons or provision of services or assistance, nor exclude any person from participation in, nor deny any person the benefits of, nor subject any person to discrimination under any program or activity funded in whole or in part with COMMISSION funds on the grounds of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender or sexual orientation, except as permitted by applicable provisions of Federal and State law.

CONTRACTOR shall comply with Title II of the Americans with Disabilities Act, (42 U.S.C. §12101, *et. seq.*) as it relates to public accommodations.

9.9 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

9.10 Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the non-prevailing party.

9.11 Waiver of Jury Trial. Both COMMISSION and CONTRACTOR agree and acknowledge that each is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, expressly and knowingly waives and releases all rights to trial by jury in any action, proceeding or counterclaim brought by any party against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters of any kind or type arising out of or in any way connected with this Agreement and/or any other claim of injury or damage.

9.12 Use of Commission Name and Logo. Funded and partnering organizations are encouraged, but not required, to use the Commission's name and logo on all materials, promotional information and products that relate to Commission-funded program(s). CONTRACTOR shall comply with COMMISSION's guidelines related to the use of COMMISSION's name and logo as stated in its Policies and Procedures Guide.

9.13 Time of Essence. Time is of the essence in the performance of this Agreement.

9.14 No Broker or Finders Fee. CONTRACTOR warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.15 No Use of Funds for Lobbying. CONTRACTOR shall not expend any monies paid or payable under this Agreement for the purpose of influencing or attempting to influence an officer, member, or employee of COMMISSION, a member of the Orange County Board of Supervisors, any County of Orange officer or employee, any member or employee of the State Commission, any member of the State legislature or member of Congress, or any other officer or employee of any public agency or entity, in connection with the awarding of any contract, the making of any contract, the entering into of any cooperative agreement, and/or the extension, continuation, renewal, amendment, or modification of any contract, loan, or cooperative agreement.

9.16 Constitutional Use of Funds. As an express condition to this Agreement, CONTRACTOR agrees that the funds provided by COMMISSION to CONTRACTOR shall not be used to promote any religion, religious creed or cult, denomination, sectarian organization or religious belief or to fund any proselytizing activities. The parties agree the above covenant is intended to and shall be construed for the limited purpose of assuring compliance with respect to the use of COMMISSION funds by CONTRACTOR with applicable constitutional limitations respecting the establishment of religion as set forth in the Establishment Clause under the First Amendment of the United States Constitution and Article I, Section 4 of California Constitution, and is not in any manner intended to restrict other activities of CONTRACTOR.

9.17 Child Abuse Reporting. CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, agents, or Subcontractors performing Services under this

Agreement, report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.9 to the extent required by applicable law. CONTRACTOR shall require each employee, volunteer, consultant, agent, and Subcontractor who provides Services to or for CONTRACTOR in implementation of the Scope of Work described in Exhibit A and funded by this Agreement (to the extent the person(s) are legally subject to the requirements), to sign a statement acknowledging these reporting requirements and to comply with the provisions of the code requirements to the extent required by applicable law.

9.18 CONTRACTOR Cooperation with Other COMMISSION Service Providers.

A goal of COMMISSION and its Strategic Plan is to develop an integrated quality service system to ensure access to a quality child and family support services delivery system for Orange County children from the prenatal stage to age five. CONTRACTOR agrees to cooperate reasonably with COMMISSION and ADMINISTRATOR to achieve the objectives of the Strategic Plan and support COMMISSION by forming cooperative partnerships to serve prenatal through age five children (and their families) with other services funded through COMMISSION.

9.19 Political Activity. CONTRACTOR agrees that the funds provided by this Agreement shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

9.20 Child Care Provider Notification; Admission Procedures and Parental and Authorized Representative's Rights. If applicable to the Services, CONTRACTOR shall establish and carry out the requirements of California Code of Regulations (CCR) Title 22 relating to child care providers and provision of licensed child care, day care, or other early care and education. In particular and to the extent applicable, CONTRACTOR shall comply with CCR Title 22, Section 101218.1 to ensure all parents and authorized representatives of minor children, in particular children prenatal through age five receiving Services under this Agreement, are notified regarding any employee, volunteer, consultant, or agent of CONTRACTOR with a criminal record exemption. In accordance with applicable laws and regulations CONTRACTOR shall (i) post a current copy of the California Department of Social Services (CDSS) Parents' Rights Poster in a prominent location; (ii) provide all parents and authorized representatives current copies of all CDSS notification forms and retain all parent signature or acknowledgement portions of those forms in the child's file; (iii) provide parents and authorized representatives on request the name of any adult associated with CONTRACTOR (including any employee, volunteer, consultant or agent of CONTRACTOR) who has been granted a criminal record exemption and that person's relationship to CONTRACTOR. To the extent required by applicable laws and regulations, CONTRACTOR shall document parent and authorized representative requests regarding criminal exemption and retain the documentation, jointly signed by an authorized representative of CONTRACTOR and the parent or authorized representative, in the child's file.

10. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR. CONTRACTOR makes the following representations and warranties to COMMISSION. These representations and warranties are ongoing and CONTRACTOR shall advise ADMINISTRATOR in writing if there is any change pertaining to any matters set forth or referenced in the following Subparagraphs 10.1 through 10.6, inclusive.

10.1 No Conflict. To the best of CONTRACTOR's knowledge, participation by public officials of CONTRACTOR entity in the negotiation, consideration and action on this Agreement and CONTRACTOR's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which CONTRACTOR is a party or by which it is bound, nor is there a conflict of interest under the

California Political Reform Act, Government Code Section 81000, *et seq.* and Section 87100, *et seq.* or Government Code Section 1090, *et seq.*

10.1.1 CONTRACTOR agrees that no officer, employee, agent or assignee of COMMISSION having direct or indirect control of any monies allocated by COMMISSION, inclusive of the subject funds, shall serve as an officer or director of CONTRACTOR without the express written acknowledgement of COMMISSION.

10.1.2 Further, any conflict or potential conflict of interest of any public official of CONTRACTOR shall be fully disclosed in writing prior to the execution of this Agreement and shall be attached to and become a part of this Agreement.

10.2 No Bankruptcy. CONTRACTOR is not the subject of any current or threatened bankruptcy.

10.3 No Pending Legal Proceedings. CONTRACTOR is not the subject of a current or threatened litigation that would or may materially affect CONTRACTOR's performance under this Agreement.

10.4 Application Veracity. All provisions of and information provided in CONTRACTOR's application for funding submitted to COMMISSION including exhibits are true and correct in all material respects.

10.5 No Pending Investigation. CONTRACTOR is not aware that it is the subject of any current or threatened criminal or civil action investigation by any public agency, including without limitation a police agency or prosecuting authority, related, directly or indirectly, to the provision of Services under this Agreement.

10.6 Licenses, Permits, and Standards. CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Orange, any local jurisdiction in which it may do business and/or provide Services, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Agreement. Further, CONTRACTOR shall only contract with Subcontractors that are duly licensed, insured, and qualified to provide Services under this Agreement, as applicable. Further, CONTRACTOR warrants that its employees, agents, contractors, and Subcontractors shall conduct themselves in compliance with the laws and licensure requirements including, without limitation, compliance with laws applicable to non discrimination, sexual harassment, and ethical behavior.

10.6.1 Failure to Obtain or Maintain Licenses. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any appeal, any of the permits, licenses, approvals, certificates, waivers and exemptions. The inability shall be cause for termination of this Agreement by COMMISSION or ADMINISTRATOR.

11. [Intentionally Omitted]

12. CONFIDENTIALITY. CONTRACTOR and COMMISSION shall maintain the confidentiality of all records, including any hard copies, and/or electronic or computer based data, and/or audio and/or video recordings, in accordance with all applicable state and federal codes and regulations relating to privacy and confidentiality, and with COMMISSION's adopted Confidentiality and Data Sharing Protocol relating to privacy and confidentiality, as each now exists or may be amended after the Date of Agreement.

12.1 CONTRACTOR Obligation

12.1.1 All records and information concerning any and all persons referred to CONTRACTOR by COMMISSION or COMMISSION's designee shall be considered and kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and volunteers.

12.1.2 CONTRACTOR shall require its employees, agents and volunteers to sign an acknowledgement or other certification which certifies that they will keep the identities and any information with respect to any and all service recipients of CONTRACTOR related to services authorized under this Agreement confidential except as may be required to provide Services under this Agreement to comply with any reporting and auditing requirements specified in this Agreement, and any other information required by COMMISSION in the administration of this Agreement, and as otherwise permitted by law.

12.1.3 CONTRACTOR agrees that any and all approved subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

12.1.4 CONTRACTOR shall inform all of its employees, agents, subcontractors, volunteers and partners of this provision that any person knowingly and intentionally violating the provisions of federal, state or local confidentiality laws may be guilty of a crime and/or subject to civil action.

12.2 COMMISSION Obligation. COMMISSION shall maintain the confidentiality of patient or service recipient records made available pursuant to this Agreement in accordance with all provisions of the law, and regulations promulgated in implementation of these laws, relating to privacy and confidentiality, and the customary standards and practices of government third-party payors. CONTRACTOR acknowledges confidentiality may be limited by public records and freedom of information laws.

12.3 Authorized Data Sharing. The provisions of Subparagraphs 12.1.1, 12.1.2, 12.1.3 and 12.1.4 are not applicable to authorized data sharing pursuant to COMMISSION funded projects and/or as permitted by law.

13. INTERPRETATION OF CONTRACT REQUIREMENTS. If either party or the parties together identify a term or provision under this Agreement which is subject to interpretation or requires clarification or additional direction, the interpretation issue shall be identified in writing by either party and submitted to the other party, then CONTRACTOR's representative(s) and ADMINISTRATOR shall meet and seek to resolve the interpretation issue to the mutual satisfaction of the parties. In this regard, ADMINISTRATOR is vested with the right to issue interpretation(s) and waiver(s) and modification(s) to the terms and provisions of this Agreement so long as the interpretation(s) and waiver(s) and modification(s) does/do not substantively or materially amend or modify this Agreement. If the interpretation issue is not or cannot be disposed of within a reasonable period of time between CONTRACTOR's representative(s) and ADMINISTRATOR, or other staff designee, the matter may be brought to the attention of COMMISSION, as elected by the ADMINISTRATOR. If consensus cannot be reached through this application, either party may assert its other rights and remedies within this Agreement or within a court of competent jurisdiction. COMMISSION and CONTRACTOR agree that, in the event of an interpretation issue, they will continue without delay to carry out all their responsibilities under this Agreement that are not affected by the issue.

14. REPORTING REQUIREMENTS

14.1 Reports. Separate from any separate reports specified in the Project Summary, Exhibit A, or the Work Plan, Exhibit A-1, CONTRACTOR shall prepare and submit to

ADMINISTRATOR -reports concerning the performance of the Services required by this Agreement and any other reports as ADMINISTRATOR may reasonably require.

14.2 Ancillary Reporting Requirement Related to Enforcement of Child Support Obligations.

14.2.1 County Requirements. In order to comply with child support enforcement requirements of the County of Orange, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of this Agreement:

(a) in the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and residence address;

(b) in the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

(c) a certification that CONTRACTOR has fully complied with all applicable Federal and State reporting requirements regarding its employees; or

(d) a certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

14.2.2 Failure to Comply Breach. The failure of CONTRACTOR to timely submit the data or certifications required by Subparagraphs (a), (b), (c), or (d), or to comply with all federal and state employee reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement, and failure to cure the breach within sixty (60) calendar days of written notice from the County of Orange (or COMMISSION) shall constitute grounds for termination of this Agreement.

14.2.3 Use of Data Solely for Government Enforcement of Child Support Orders. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

15. AUDITS. CONTRACTOR shall prepare and maintain adequate records of its performance under this Agreement in sufficient detail to permit an evaluation of the work and Services and an audit of records as described in this Agreement.

15.1 Fiscal Audit of Contract. CONTRACTOR shall employ an independent, licensed Certified Public Accountant ("CPA") who shall prepare and file with ADMINISTRATOR a "Fiscal Audit" of this Agreement that shall include a review of the invoices submitted and paid for the reasonable cost of Services under this Agreement and a sampling (test) of the supporting documentation.

15.1.1 Multi-Year Funding. For multi-year funding agreements there shall be a Fiscal Audit completed for each year, and each annual Fiscal Audit shall become due sixty (60) days after the anniversary date of the Date of this Agreement, with the final Fiscal Audit due sixty (60) days from the end of the term of the Agreement or earlier date of termination of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree via email to extend the date by which each Fiscal Audit is due.

15.1.2 Retention Amount. Upon successful completion of each Fiscal Audit, ADMINISTRATOR shall release the applicable Retention Amount.

15.1.3 Scope of CPA Opinion for Fiscal Audit. CONTRACTOR shall require the CPA who completes each Fiscal Audit to provide an unqualified professional written opinion that states whether the invoices for payment submitted by CONTRACTOR under this Agreement were for actual and reasonably necessary costs and expenses to pay for work performed or goods purchased pursuant to the terms and conditions of this Agreement and that the indirect cost rate applied to staffing for invoices submitted and paid, if any, is in accordance with the requirements of Subparagraph 16.4. CONTRACTOR shall ensure that corrective action is taken with respect to audit exceptions, if any, for lack of internal controls or adequate procedures noted in the Fiscal Audit within six (6) months after issuance of the applicable Fiscal Audit report.

15.2 Retention Amount Withheld Pending Timely and Successful Completion of Each Fiscal Audit. The Retention Amount shall be withheld pending timely and successful completion of each Fiscal Audit described in this Paragraph 15.

15.3 Other and Additional Auditing Authority—Retention of Rights to Audit Performance under Agreement. COMMISSION and ADMINISTRATOR and their authorized representatives, and the State Commission and any of its authorized representatives, reserve all rights and shall have access to any books, documents, papers and records, including medical records, to the extent permitted by law, of CONTRACTOR (and any Subcontractor) which any of them may determine to be pertinent to this Agreement for the purpose of financial monitoring or any audit conducted by an independent CPA concerning CONTRACTOR and its performance under this Agreement (including any Subcontractor.) Further, all the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises in which it is being performed.

15.4 Availability of Records for Auditing Purposes. In the event that CONTRACTOR's corporate headquarters and its financial records are located outside the borders of Orange County, California, then CONTRACTOR shall make available its books and financial records within the borders of Orange County within ten (10) days after receipt of written demand by ADMINISTRATOR for any audit purposes under this Agreement. All CONTRACTOR's books of accounts and records related and applicable to any costs of Services, client fees, charges, billings and revenues received directly or indirectly related to the Services shall be made available at one (1) location within the limits of the County of Orange. All records specified in this Subparagraph 15.4 and maintained pursuant to the terms of this Agreement shall be made available, after appropriate advance notice and during the party's normal business hours, to designated representatives of the Auditor General of the State of California, the State of California Children and Families Commission, an entity independent of the State of California, COMMISSION, an entity independent from the County of Orange, and any other entities as required by State statute or court order. In the event CONTRACTOR does not make available its books and financial records for the Services within the borders of Orange County for the Fiscal Audit, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COMMISSION, or ADMINISTRATOR, or their designee(s) necessary to obtain, review, and audit CONTRACTOR's books and financial records.

15.5 Monitoring. COMMISSION, ADMINISTRATOR, and the State Commission and/or their representatives are authorized to conduct on-site monitoring at their discretion during reasonable times, including the option of unannounced on-site monitoring as elected in the Exhibits. Monitoring activities may also include, but are not limited to, questioning employees (and volunteers) and participants for the subject Services and entering any premises or any site in which any of the Services funded by this Agreement are conducted or in which any of the records of CONTRACTOR (or any Subcontractor) are kept. Nothing in this Agreement shall be construed to require access to any privileged or confidential information as set forth in federal or state law.

16. MAXIMUM PAYMENT OBLIGATION. The “Maximum Payment Obligation” of COMMISSION to CONTRACTOR under this Agreement shall be Five Hundred Twenty Five Thousand One Hundred Dollars (\$525,100) or the actual reasonable cost incurred and paid for performance of the Services, whichever is less.

16.1 Initial Payment. ADMINISTRATOR may, in his/her sole discretion, make an initial payment to CONTRACTOR in an amount(s) not to exceed twenty five percent (25%) of COMMISSION’s Maximum Payment Obligation described in Paragraph 16 above, upon receipt of a written request(s) by CONTRACTOR, which request(s) shall be accompanied by the justification as ADMINISTRATOR may require. The initial payment is intended to cover initial costs that are estimated to have been incurred or are expected to be incurred in the performance of Services by CONTRACTOR. ADMINISTRATOR may, in his/her sole discretion, deduct the initial payment(s) from any one or more subsequent payments owed to CONTRACTOR during the term of this Agreement. If, at the end of the term of this Agreement, there is any balance of the initial payment not deducted from subsequent payment requests, CONTRACTOR shall owe and shall immediately refund said monies to COMMISSION.

16.2 Provisional Payment. At ADMINISTRATOR’s sole discretion, CONTRACTOR may submit an invoice prior to the beginning of the mutually agreed upon billing period to perform the Services required by this Agreement, and COMMISSION shall pay CONTRACTOR’s provisional payment invoice within a reasonable period of time estimated to be thirty (30) days after receipt of a correctly completed invoice. CONTRACTOR shall submit to ADMINISTRATOR a reconciliation of actual costs incurred during the billing period covered by the provisional payment no later than ninety (90) days after the provisional payment invoice is submitted or within thirty (30) days of the end date of this Agreement, whichever is earlier. Any overpayment resulting from a Provisional Payment(s) and subsequent reconciliation of actual cost incurred for the period shall be deducted from subsequent invoices submitted by CONTRACTOR; or, repaid by CONTRACTOR to COMMISSION in accordance with the provisions of Paragraph 17 below.

16.3 Billing/Payment Interval. COMMISSION shall pay CONTRACTOR installment payments monthly or quarterly in arrears, at ADMINISTRATOR’s sole discretion, for actual reasonable costs incurred and paid by CONTRACTOR to perform the Services required by this Agreement in accordance with the amounts and categories specified in the Project Budget, Exhibit B, for the Services; provided, however, that payments for each line item shall not exceed the amount specified, and provided however, ADMINISTRATOR may approve adjustments of the amount set forth within each line item, so long as the total of all amounts within all line items, as adjusted, shall not exceed COMMISSION’s Maximum Payment Obligation. Notwithstanding the monthly or quarterly installment payments and exclusive of the initial payment and/or the provisional payment (if any), an amount equal to ten percent (10%) of each monthly or quarterly invoice shall be withheld by COMMISSION through ADMINISTRATOR as the Retention Amount (defined in Subparagraph 16.6 below) pending the timely and successful completion of each Fiscal Audit as more fully described above in Paragraph 15. The total of all installment payments and provisional payments shall not exceed COMMISSION’s Maximum Payment Obligation.

16.4 Indirect Cost Rate. Notwithstanding anything to the contrary, CONTRACTOR’s indirect cost rate shall in no event exceed ten percent (10%) of the applicable funding under this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree to an annual increase or decrease of the indirect cost rate listed in Exhibit B (Budget) to this Agreement based on a review of the State of California Department of Education independently assigned indirect cost rate(s), provided that COMMISSION’s Maximum Payment Obligation in this Agreement does not increase as a result.

16.5 Invoices. CONTRACTOR shall submit completed invoices monthly or quarterly upon a form approved or supplied by ADMINISTRATOR.

16.5.1 Each monthly or quarterly invoice shall be submitted with an express written certification by CONTRACTOR representing and affirming to COMMISSION the following: (1) CONTRACTOR has and maintains accurate records evidencing the requested quarterly payment, including without limitation the following: (a) original invoice(s), (b) original and/or true copies of source documents including, *inter alia*, statement of work performed, itemized on a monthly basis, general ledgers, supporting journals, time sheets, invoices, canceled checks (if received) or bank statements, receipts, and receiving records, and (c) originals and/or true copies of other receipts, agreement(s), or other documentation supporting and evidencing how the funds have been expended during the applicable quarter; provided however, for the first monthly or quarterly payment ADMINISTRATOR in his/her sole discretion may consider and approve an invoice from CONTRACTOR that includes reimbursement of CONTRACTOR expenses incurred prior to the Date of Agreement, as more fully set forth in the Project Budget, Exhibit B; and (2) the Services provided during the preceding quarter (or other period for which payment is requested) have not and do not supplant existing services but in fact enhance or establish new services to Orange County's prenatal through age five children.

16.5.2 CONTRACTOR shall maintain, at CONTRACTOR's facility, source documentation for all invoices including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

16.5.3 COMMISSION shall exercise reasonable efforts to cause the monthly or quarterly installment payments to be released within a reasonable time period from submittal of a complete invoice and current compliance with quarterly reporting obligations of Paragraphs 14 and 19, approximately thirty (30) days after receipt of the invoice.

16.6 Retention Amount. CONTRACTOR expressly acknowledges and agrees that an amount equal to ten percent (10%) of each quarterly invoice attributable and allocable to Services ("Retention Amount") shall be withheld by COMMISSION through ADMINISTRATOR pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 15. At ADMINISTRATOR's sole discretion, in place of an amount equal to ten percent (10%) of each monthly or quarterly invoice attributable and allocable to Services withheld pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 15, CONTRACTOR's entire final monthly or quarterly invoice may be withheld as the Retention Amount.

16.7 Final Invoice/Settlement. With the exception of the Retention Amount payment which may occur after the following date, any and all final invoices for Services must be received by ADMINISTRATOR no later than sixty (60) days after the end of the term of this Agreement or sixty (60) days from the date of the earlier termination under this Agreement. Invoices for Services received after this date and time may not be processed for payment or reimbursed. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the date upon which the final invoice must be received.

16.8 Source of Funding Limited to COMMISSION Funding. CONTRACTOR knowingly and expressly acknowledges and agrees that the sole source of funding provided and to be provided pursuant to this Agreement is and shall only be from monies allocated, received, and available to COMMISSION from the surcharges, taxes, and revenues collected and allocated to COMMISSION through the provisions of the Act. To the extent, if at all, any or all provisions of the Act are found invalid, stayed, tolled, or are modified by litigation, subsequent initiative, or

legislation, and the funding provided for under this Agreement is affected, then COMMISSION is and shall be relieved of obligations under this Agreement, or this Agreement shall be modified and/or amended to conform to the changes, if any, to the Act, as elected by COMMISSION. If COMMISSION is not allocated and/or does not receive adequate funding for its performance under this Agreement, then COMMISSION shall be relieved of obligations under this Agreement, or this Agreement shall be amended to conform to the changes, if any, in funding allocations or changes, if any, to the Act, as elected by COMMISSION.

16.9 Leveraging Funds. CONTRACTOR is encouraged to secure State and Federal funds including but not limited to those State of California programs known to both parties as MediCal Administrative Activities (MAA) and/or Targeted Case Management (TCM) in which COMMISSION funds may be identified and used as a required eligible funding source to draw down such funds as available. CONTRACTOR agrees that any such funds received as the result of leveraging efforts shall be utilized to provide additional services under this Agreement or any future COMMISSION Agreement for substantially the same services. CONTRACTOR shall comply with the provisions of this Agreement in the delivery of any such services including the reporting requirements of this Agreement.

16.10 PROGRAM FEES

16.10.1 The parties agree that the following guidelines apply in the event fees of any amount are charged by CONTRACTOR to COMMISSION's target population of Orange County's children 0-5 and their families (program participants) for any service(s) provided under this Agreement.

16.10.2 CONTRACTOR shall not charge fees to COMMISSION's program participants prior to obtaining ADMINISTRATOR's acknowledgement in writing.

16.10.3 CONTRACTOR shall advise each COMMISSION program participant that fees may be charged and shall notify the program participant of any such fees prior to rendering services.

16.10.4 CONTRACTOR shall advise each COMMISSION program participant that all fees will be waived if the participant indicates an inability to pay and CONTRACTOR shall waive all fees if the program participant is unable to pay.

16.10.5 CONTRACTOR shall not deny services to any COMMISSION program participant for any reason, including program participant's inability to pay for services.

16.10.6 A full accounting of all fees charged and collected shall be documented by CONTRACTOR and shall be provided to ADMINISTRATOR upon request. At no time is CONTRACTOR permitted to collect fees for any purpose other than to continually provide services identified in this Agreement.

16.10.7 All fees collected shall be fully accounted for and included in CONTRACTOR's Fiscal Audit as described in Paragraph 15.1 of this Agreement.

17. OVERPAYMENTS. Any payment(s) made by COMMISSION to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Agreement shall be immediately due to COMMISSION and repaid by CONTRACTOR. In this regard, CONTRACTOR shall make repayment on any overpayment within thirty (30) days after the date COMMISSION or ADMINISTRATOR requests the repayment in writing. CONTRACTOR agrees to pay all fees and costs, including attorneys' fees, incurred by COMMISSION necessary to enforce the provisions set forth in this Agreement.

17.1 Offset Permitted. In the event an overpayment has been made or exists, ADMINISTRATOR may reconcile and offset the amount of the overpayment against the next installment payment due or against the final invoice amount due and to be paid, as elected in the sole discretion of ADMINISTRATOR. In the event the overpayment exceeds the final payment, the amount is immediately due and payable and CONTRACTOR shall pay COMMISSION the sum within five (5) days of written notice from ADMINISTRATOR. Nothing in this Agreement shall be construed as limiting the remedies of COMMISSION in the event that an overpayment has been made.

17.2 Offset Permitted under Subsequent Renewal or Other Pending Contract. COMMISSION's Strategic Plan is implemented through funding of various initiatives and certain contractors/funding recipients are and have been awarded multiple or renewed funding for services related and/or comparable to the Services provided under this Agreement. CONTRACTOR agrees that if this Agreement is either (i) a renewal contract related to a prior funding contract to CONTRACTOR for services comparable to the Services, or (ii) CONTRACTOR has one or more other contracts pending with COMMISSION with term or terms concurrent in whole or in part with this Agreement, then in the event an overpayment has been made or exists under this Agreement ADMINISTRATOR may reconcile and offset the amount of the overpayment against monies payable under the renewal contract or other contract pending with COMMISSION.

18. RECORDS

18.1 Maintain Complete Books and Records. CONTRACTOR shall keep the books and records as shall be necessary relating to the Services so as to enable ADMINISTRATOR to evaluate the cost and the performance under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with Generally Accepted Accounting Principles (GAAP). ADMINISTRATOR, COMMISSION, and their staff, general legal counsel, and other COMMISSION consultants (as approved by ADMINISTRATOR) shall have full and free access to all books and records of CONTRACTOR (and any Subcontractor), pertinent to this Agreement, at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from the records.

18.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records of its business operations and in particular all records related to the Services. Financial records shall be retained by CONTRACTOR for a minimum of three (3) years from the date of payment on the final invoice submitted by CONTRACTOR to ADMINISTRATOR under this Agreement or three (3) years after all pending audits are completed, whichever is *later*.

18.2 Separation of Accounts. All funds received by CONTRACTOR from COMMISSION pursuant to this Agreement shall be maintained in an account in a federally insured banking or savings and loan institution with record keeping of the accounts maintained pursuant to reasonable and prudent business practices. CONTRACTOR is not required to maintain separate depository accounts for funds; provided however, CONTRACTOR must be able to account for receipt, obligation and expenditure of all COMMISSION funds.

18.3 Form of Records. CONTRACTOR may retain records in any reasonable and customary format and/or form as mutually determined in writing between CONTRACTOR and ADMINISTRATOR. The following forms of records are acceptable and preapproved between the parties:

- (a) original hard copies;

(b) information may be saved/retained electronically in a readily retrievable basis through a Microsoft Word™ 97 or comparable or compatible format in accordance and consistent with standard business practices, customs, and records retention procedures of businesses in Orange County, California;

(c) financial data and other spreadsheet information may be saved/retained electronically in a readily retrievable basis through a Microsoft Excel™ or comparable or compatible format in accordance and consistent with standard business practices, customs, and records retention procedures of businesses in Orange County, California; or

(d) microfilm or microfiche.

18.4 Release of Records. The records of Services, data, surveys, drawings, specifications, reports, records, documents, evaluation reports and other materials prepared by CONTRACTOR in the performance under this Agreement shall not be released publicly without the prior written approval of ADMINISTRATOR or as required by law. CONTRACTOR shall not disclose to any other private entity or person any information regarding the activities of COMMISSION, except as required by law or as authorized by ADMINISTRATOR. Further, COMMISSION and CONTRACTOR acknowledge and agree that the nature of the Services performed by CONTRACTOR under this Agreement is subject to specific statutory requirements of the Act. The parties agree to fully comply with applicable laws and regulations.

18.5 Ownership of Records. Specialized methodology, formulae, software programs of CONTRACTOR and other intellectual processes which have been specifically designed and developed by CONTRACTOR and which were not funded by or assisted in the development by COMMISSION or its agents which shall be deemed proprietary in nature and shall be and remain the proprietary property of CONTRACTOR. All other documents, information, software, and intellectual property and records, including without limitation, the originals of all drawings, specifications, reports, records, data, surveys, documents and other materials, whether in hard copy or electronic form, which are prepared by CONTRACTOR, its employees, Subcontractors and agents in the performance of this Agreement, are shall be and remain the property of COMMISSION and shall be delivered to ADMINISTRATOR, as appropriate, upon the termination of this Agreement or upon the earlier request of ADMINISTRATOR. CONTRACTOR shall have no right to further contracts, additional employment or employees, or additional compensation of whatever kind or nature as a result of the exercise by COMMISSION of its full rights of ownership of the documents and materials under this Agreement. CONTRACTOR may retain copies of the documents and materials for its own use, but shall not enter into any contract or license for use or for payment of the documents. CONTRACTOR shall cause each Subcontractor, if any, to assign to COMMISSION any documents or materials prepared by it, and in the event CONTRACTOR fails to secure the assignment, CONTRACTOR shall indemnify COMMISSION for all damages suffered by the failure to obtain the assignment. COMMISSION agrees that, if necessary, it will undertake reasonable and appropriate steps to maintain the proprietary nature of CONTRACTOR's proprietary property, except as may be required by applicable laws.

18.6 Inspection and Access to Records. ADMINISTRATOR and any authorized COMMISSION representatives, any authorized representatives of the State of California, and/or First 5 California shall have access to CONTRACTOR's records for the purpose of monitoring performance and provision of the Services pursuant to this Agreement. CONTRACTOR shall make available its records within the borders of Orange County within ten (10) days after receipt of written demand by ADMINISTRATOR. In the event CONTRACTOR does not make available its records within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable

direct and indirect expenses incurred by COMMISSION or COMMISSION's designee(s) necessary to obtain CONTRACTOR's records.

19. CONTRACTOR OBLIGATION TO PROVIDE DATA FOR COMMISSION'S EVALUATION AND CONTRACTS MANAGEMENT SYSTEM. CONTRACTOR acknowledges and agrees the Services funded by COMMISSION through this Agreement are part of a larger Strategic Plan which has as its primary focus and objective to ensure the overall physical, social, emotional, and intellectual health of children from the prenatal stage through age five. CONTRACTOR acknowledges that COMMISSION has retained the services of a qualified information technology contractor to create, operate, and maintain an evaluation and contracts management system relating to the programs and services provided by each and all of COMMISSION's funding recipients/service providers in order to gather and analyze data and create a reporting and outcomes system about all COMMISSION activities, programs and services provided by and through COMMISSION to the target population of prenatal through age five children in Orange County.

19.1 Evaluation and Contracts Management System. COMMISSION projects and all services funded by COMMISSION, including the Services under this Agreement, will collectively track service data related to client outcomes about Orange County children from prenatal through age five in furtherance of the goals and objectives of COMMISSION's Strategic Plan adopted pursuant to the Act. The process by which data is gathered and shared shall be through COMMISSION's internet-based evaluation and contracts management system. At the Date of Agreement, COMMISSION's designated contractor/consultant for the evaluation and contracts management system is Mosaic Network, Inc. ("Mosaic"). Pursuant to an agreement between Mosaic and COMMISSION, Mosaic acts as an Application Service Provider ("ASP") on behalf of COMMISSION and its contractors/funding recipients, including CONTRACTOR, with respect to all Services-related data (and all other COMMISSION funded projects.) Through this separate contract, Mosaic has created and operates, and will continue to operate and maintain, the evaluation and contracts management system relating to all COMMISSION projects.

19.1.1 CONTRACTOR acknowledges and agrees that as a part of the integrated data structure of the evaluation and contracts management system in its performance under this Agreement (and the performance of all other COMMISSION contractors/funding recipients under separate agreements) there may be individual client shared core data elements. It is the responsibility of each funding recipient, including CONTRACTOR, to participate in the evaluation and contracts management system using confidentiality and consent protocols approved by COMMISSION. CONTRACTOR agrees it shall cooperate with COMMISSION, ADMINISTRATOR, and Mosaic (or other information technology contractors); it shall provide data to Mosaic; and it shall utilize the evaluation and contracts management system (or other data system, as elected by COMMISSION and its ADMINISTRATOR in their sole discretion) for reporting data related to or created by the Services provided under this Agreement in order for COMMISSION to track, analyze, and evaluate all services provided by CONTRACTOR and each and all of COMMISSION's funding recipients. The level of participation with the evaluation and contracts management system required by CONTRACTOR shall be determined by ADMINISTRATOR.

19.1.2 CONTRACTOR acknowledges and agrees that as a part of the integrated data structure of the evaluation and contracts management system in its performance under this Agreement (and the performance of all other COMMISSION contractors/funding recipients under separate agreements) there shall be project level reporting to COMMISSION with respect to CONTRACTOR's work plan through the evaluation and contracts management system'

Administrative Management Module (“AMM”), and in some instances also through the evaluation and contracts management system Client Level Data Module (“CLDM”), as set forth in the Work Plan, Exhibit A-1. CONTRACTOR agrees to participate in AMM, and if applicable to the Services to CLDM, and to cooperate with COMMISSION, ADMINISTRATOR, and Mosaic (or other information technology contractor(s)); and provide data to Mosaic, utilize the AMM, , and if applicable to the Services to CLDM, for reporting data related to or created by the Services provided under this Agreement in order for COMMISSION to track, analyze, and evaluate all Services provided by CONTRACTOR and each and all of COMMISSION’s funding recipients.

19.2 Confidentiality. Nothing in the above provisions relating to collection and reporting to the evaluation and contracts management system shall require CONTRACTOR to release or disclose confidential health data or other patient identification which is expressly protected from disclosure by applicable Federal and State laws; provided however, any applicable exception set forth in applicable Federal or State laws which permits disclosure by CONTRACTOR to COMMISSION (through ADMINISTRATOR) of health or other data shall require disclosure by CONTRACTOR to COMMISSION and ADMINISTRATOR in order to input to the evaluation and contracts management system. COMMISSION advises CONTRACTOR that by the separate agreement between Mosaic and COMMISSION, Mosaic is required to, and shall, maintain the confidentiality of all evaluation and contracts management system data in accordance with all applicable California and Federal codes and regulations relating to confidentiality, privacy, and/or security standards of patient records and other health care information, as they now exist or may be enacted or be amended after the Date of Agreement.

20. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS. To the extent any intellectual property, tangible or intangible, is developed, created, or modified with the monies provided by COMMISSION under this Agreement, or is otherwise separately funded by COMMISSION under other projects, programs, contracts, or agreements and utilized by CONTRACTOR under this Agreement, COMMISSION does and shall own all right, title and interest (including patent rights, copyrights, trade secret rights, and other intellectual property rights throughout the world) relating to any and all these inventions (whether or not patentable), works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by CONTRACTOR pursuant to the scope of Services provided by CONTRACTOR to COMMISSION under this Agreement (collectively the “Inventions”). CONTRACTOR agrees it shall promptly disclose all Inventions to COMMISSION. CONTRACTOR agrees to make all assignments and execute the legal documents necessary to accomplish this ownership and control for the benefit of COMMISSION. CONTRACTOR shall further assist COMMISSION, at COMMISSION’s expense, to further evidence, record, and perfect the assignments and documentation, and to perfect, obtain, maintain, enforce, and defend any rights relating to the Inventions. CONTRACTOR irrevocably designates and appoints COMMISSION as its agent to lawfully perfect ownership and control of the Inventions (and if legally required for force and effect in order to perfect the ownership and control of the Inventions as its attorney-in-fact). As agent, COMMISSION may act for and on CONTRACTOR’s behalf to execute and file any document and to do all other lawfully permitted and required acts to effect the ownership and control of the Inventions. If CONTRACTOR uses, provides, or discloses any of the Inventions when acting within the scope of CONTRACTOR’s performance of Services or otherwise on behalf of COMMISSION, COMMISSION will have and CONTRACTOR grants COMMISSION a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exercise all rights to the Inventions.

21. COPYRIGHT ACCESS. COMMISSION, the County of Orange, and the State of California shall have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use now and continuing, all material and work product (both tangible and intangible), if any, developed under this Agreement including those materials covered by copyright.

22. NOTICES

22.1 Method and Form of Notice. Unless otherwise specified, all formal notices, invoices, claims, correspondence, or reports shall be addressed as follows:

COMMISSION: Children and Families Commission of Orange County
Director of Contracts Administration
17320 Redhill, Suite 200
Irvine, CA 92614

CONTRACTOR: See Exhibit A

All notices shall be deemed effective when in writing and personally delivered or deposited in the United States mail, express, priority, or first class, postage prepaid and addressed as above. Any notices addressed in any other fashion shall be deemed not given. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change the addresses to which notices are sent.

22.2 Advisory Notices Required. Notwithstanding the provisions of this Agreement relating to Claims, CONTRACTOR shall notify COMMISSION, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature which may expose COMMISSION to liability. These occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COMMISSION property in possession of CONTRACTOR.

23. RIGHTS OF TERMINATION

23.1 Termination Without Cause by Either Party Prior to Expiration of Term. This Subparagraph 23.1 shall govern termination of this Agreement by either party without cause. Termination for cause shall be governed by Subparagraph 23.2 and the default provisions of this Agreement.

23.1.1 COMMISSION and CONTRACTOR each reserve the right to terminate this Agreement at any time, without cause, upon fifteen (15) days' written notice to the other party. Upon receipt of a notice of termination without cause, CONTRACTOR shall immediately cease performance under this Agreement, including all Services, except the Services that may be specifically approved and delineated by ADMINISTRATOR. CONTRACTOR shall be entitled to compensation for that part of the Services, if any, rendered prior to receipt of the notice of termination and for the part of the Services, if any, authorized by ADMINISTRATOR after the notice in accordance with the Project Budget, Exhibit B, or other arrangement for compensation as may be approved by the ADMINISTRATOR in writing.

23.2 Termination for Cause Due to Default of CONTRACTOR. COMMISSION reserves the express right to terminate this Agreement for cause due to the default (as defined in Paragraph 24) by CONTRACTOR in its performance obligations under this Agreement. COMMISSION may in any notice of default advise CONTRACTOR it also intends to terminate the Agreement for cause. The notice of default from COMMISSION shall advise CONTRACTOR if COMMISSION intends to elect to terminate the Agreement and in this event CONTRACTOR shall immediately cease performance and provision of Services as of the date the notice of default is

received or deemed received, whichever is earlier. In the event of termination, COMMISSION may, but is not required, to take over the work and prosecute the same to completion by contract or otherwise. Also, in the event of termination for cause, CONTRACTOR shall be liable to the extent that the total cost for completion of the Services required by this Agreement exceeds the compensation stipulated in this Agreement (provided that COMMISSION shall use reasonable efforts to mitigate damages), and COMMISSION expressly reserves the right to withhold any outstanding payments to CONTRACTOR for the purpose of set off or partial payment of the amounts owed COMMISSION as previously set forth in this Agreement.

24. DEFAULT

24.1 Default by CONTRACTOR. Failure by CONTRACTOR to perform and/or comply with any provision, covenant, or condition of this Agreement shall be a default of this Agreement. In the event of default ADMINISTRATOR, in his/her sole discretion, may avail on behalf of COMMISSION (or COMMISSION may avail itself) of any remedies available at law, in equity, or otherwise specified in this Agreement (including immediate termination for cause as set forth above in Subparagraph 23.2 above) and may elect any of the following:

24.1.1 Afford CONTRACTOR a time period of fifteen (15) days from the date notice is mailed to cure the default, or to commence to cure the breach and diligently pursue to completion the cure of the breach within thirty (30) days of date notice is mailed; and/or

24.1.2 Discontinue payment and eligibility for payment to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which payment may not be entitled to later recovery; and/or

24.1.3 Offset against any funds invoiced by CONTRACTOR but yet unpaid by COMMISSION those monies disallowed pursuant to the above offset authority; and/or

24.1.4 Withhold from any monies payable to CONTRACTOR sufficient funds to compensate COMMISSION for any losses, costs, liabilities or damages it reasonably believes were suffered by or have been incurred by COMMISSION due to the default of CONTRACTOR in the performance of the Services required by this Agreement.

25. REVERSION OF ASSETS

25.1 Unencumbered or Unexpended Funds. Upon the termination or expiration of the term of this Agreement, CONTRACTOR shall transfer to COMMISSION any unexpended and unencumbered COMMISSION funds on hand at the time of the termination or expiration and any accounts receivable attributable to the use of subject funds.

25.2 Real or Personal Property Assets. Any real property or moveable or immovable personal property under CONTRACTOR's control or ownership that was acquired or improved in whole or in part with COMMISSION funds disbursed under this Agreement, the original cost of the property exceeded five thousand dollars (\$5,000) shall either be, at the election of ADMINISTRATOR: (1) used by CONTRACTOR for the Services or comparable services meeting the purposes of the Act and Strategic Plan for a period of five (5) years after termination or expiration of this Agreement, unless a longer period is specified in the Project Summary, Exhibit A; or (2) disposed of and proceeds paid to COMMISSION in a manner that results in COMMISSION being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to CONTRACTOR's out of pocket expenditures using non-Commission funds for acquisition of, or improvements to, the real or personal property and less any direct and

reasonable costs of disposition, including a reasonable and customary broker's fee incurred in listing and completion of sale of the asset.

25.2.1 In furtherance of the above provisions, if ADMINISTRATOR selects continued use of the capital asset, then CONTRACTOR agrees that it shall be subject to an ongoing operating and use covenant relating to the subject real or personal property. This covenant shall survive the termination or expiration of this Agreement and shall be actionable at law or in equity by COMMISSION against CONTRACTOR and its successors in interest.

25.2.2 In the event ADMINISTRATOR selects disposition of the subject real or personal property, then CONTRACTOR shall exercise due diligence to dispose of the property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of the disposition shall be disbursed directly to and be payable to COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of motor vehicle "pink slip" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with UCC requirements.

26. COUNTERPARTS. This Agreement may be executed in several counterparts, all of which shall constitute but one and the same instrument. Faxed and/or electronically scanned signatures shall have the same force and effect as an original signature.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS, COMMISSION and CONTRACTOR have executed this Agreement in the County of Orange, State of California.

**CHILDREN AND FAMILIES
COMMISSION OF ORANGE COUNTY,**
a public body and legal public entity

Dated: _____

By: _____
Chair

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIR OF COMMISSION

By: _____
DARLENE J. BLOOM
Clerk of COMMISSION

Dated: _____

APPROVED AS TO FORM:

WOODRUFF, SPRADLIN & SMART

By: _____
Terry C. Andrus, Commission Counsel

[Signature block for CONTRACTOR on next page.]

[Signature block continued from previous page.]

CAPISTRANO UNIFIED SCHOOL DISTRICT, a
California public school district, organized and
existing under the laws of the State of California

Dated: _____

By: _____
Dr. Joseph M. Farley, Superintendent

EXHIBIT A

TO CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

PROJECT SUMMARY

**Capistrano Unified School District
Agreement # FCI-SD-04
School District Services
Term: July 1, 2011 – June 30, 2012**

1. FUNDING RECIPIENT

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

District Contacts:

EL Specialist: Carole Browne, Supervisor, 949-234-9219, cbrowne@capousd.org
District School Readiness Nurse: Mary Cope, 949-489-7278, mscope@capousd.org

Work Plan and Data Entry:

Carole Browne, Supervisor, 949-234-9219, cbrowne@capousd.org
Mary Cope, 949-489-7278, mscope@capousd.org

Invoices/Documentation: Carole Browne, Supervisor, 949-234-9219, cbrowne@capousd.org

Designated Level of Data Reporting: **AMM and CLDM**

Signatory: Dr. Joseph M. Farley, Superintendent

2. BACKGROUND

The Commission has invested in school readiness since 2000 to provide early care and education opportunities to meet critically important early childhood development needs and maximize potential and success in school; and, since 2004 the Commission has invested in the School Nurse Initiative to provide direct nursing care to ensure healthy and safe school environments, and promote community involvement in children's health services for all Orange County's children through age five (5).

3. PURPOSE AND SCOPES OF WORK

CONTRACTOR shall provide component Services described in Exhibit A to achieve the outcomes described in the Work Plan, Exhibit A-1, within the funding limitations of the Project Budget, Exhibit B, and the staffing described in Attachment 1 to Exhibit B. In each component, CONTRACTOR shall:

3.1 EARLY LEARNING SPECIALIST

3.1.1 Provide services through 2.00 Full Time Equivalent (FTE) Early Learning Specialists (ELS) as described in Attachment 1 to Exhibit B (the Staffing Table) to this Agreement.

The Parties agree that for purposes of this Agreement, each FTE position equals a minimum of sixteen hundred eighty (1,680) hours per year.

3.1.2 Identify the needs of families in their communities, work with other Early Learning Specialists throughout the county to identify priority needs of families, and develop strategies to help children enter school ready to learn.

3.1.3 Build relationships to ensure communication with outside agencies providing early care and education, early intervention, health, and family support services to children 0 – 5; with parents of children 0 – 5 not yet participating in their local school district’s activities; and with district early primary teaching staff.

3.1.4 Support implementation of promising practices related to math and language literacy.

3.1.5 Implement early intervention services to address speech and language delays prior to school entry.

3.1.6 Address gaps and increase access to school-based health services as needed and appropriate within the local community.

3.1.7 Provide support for the staffing and operation of Learning Link program(s) as needed and appropriate within the local community.

3.1.8 Provide school readiness information and materials to parents and early education providers through workshops, trainings, and paper or electronic distributions.

3.1.9 Ensure that children with special needs are able to participate in district and community school readiness and early learning programs.

3.1.10 Maintain a protocol for transferring relevant student health and development information between the early care setting and the public school Kindergarten teachers, and capturing pre-school student data into District’s student data collection system.

3.1.11 Participate in topical forums as needed for the purpose of receiving technical assistance, the exchange of information related to best practices, and development of referral resources for future project planning and improvements.

3.1.12 Inform District staff of the COMMISSION’S Early Learning goals and progress.

3.1.13 Strengthen planning linkages, communication, learning and referrals among COMMISSION funded programs, community agencies, and county-wide networks.

3.1.14 Coordinate exchange and distribution of resource information and school readiness materials between the District and local community agencies, COMMISSION, and COMMISSION grantees, to better educate parents regarding available resources that may help them to better prepare their children to enter school healthy and ready to learn.

3.1.15 Coordinate outreach efforts to educate the community regarding best practices for early care, early childhood development issues, available programs and services, district readiness expectations, and Kindergarten Content Standards.

3.1.16 Promote collaboration among and between the kindergarten through grade 12 educational systems and the early care and education community for the purpose of increasing awareness of district expectations, developing a common mechanism for measurement, and supporting the development of optimum transitions from one provider system to the other.

3.1.17 Identify and implement catalytic early learning projects or programs that maximize current funds, improve quality of early care, and promote the sustainability of ongoing early learning programs.

3.1.18 Seek additional funding opportunities for early learning programs.

3.1.19 Participate in the Early Development Index (EDI) at one of the following levels:

3.1.19.1 Planning for future implementation of EDI.

3.1.19.2 Implementing EDI at one or more schools.

3.1.19.3 Incorporating previously collected EDI data and maps into both local and district planning efforts, including plans for continued implementation of EDI.

3.2 DISTRICT SCHOOL READINESS NURSE

3.2.1 Recruit and/or maintain 2.0 Full Time Equivalent (FTE) District School Readiness Nurse positions as identified in Attachment 1 to Exhibit B to this Agreement. The purpose of the District School Readiness Nurses is to expand access to health care for children through age 5 served within district boundaries including special populations, local early care and education providers and children transitioning to religious and private schools. The District School Readiness Nurse shall be knowledgeable in the areas of prevention, early identification and treatment of health problems, disease and disorders; and promoting lifelong health and health practices in children through age 5 and their families within the district boundaries.

3.2.2 Minimum Qualifications: Licensed Registered Nurse with a valid California School Nurse Services Credential or a Licensed Registered Nurse with a Preliminary School Nurse Credential with enrollment in a School Nurse Credential Program, certified in first aid and CPR; knowledgeable of current federal and state laws and regulations regarding the children through age 5 population and health constraints including HIPAA, FERPA, Education Codes, Title 22 regulations, and the Nursing Practice Act.

3.2.3 Use additional funds allocated to each CONTRACTOR for the administrative costs that may be associated with implementing the project, as identified on Exhibit B of this Agreement.

3.2.4 District School Readiness Nurses shall:

3.2.4.1 Regularly assess the needs of families in their communities, meet and work with their district's School Readiness Coordinator and the District Coordinating Nurse on a regular basis; consult with other School Readiness Nurses in local elementary school districts; consult with American Academy of Pediatrics and Public Health Nurses, and offer services to religious and private preschools to identify priority needs of families; and develop strategies to help children enter school healthy and ready to learn.

3.2.4.2 Build relationships to ensure communication with: outside agencies providing health care and early care and education to young children; with parents of young children who have yet to participate in their local school districts, as well as with district early primary teaching staff and relevant project staff.

3.2.4.3 Work within CONTRACTOR's protocols for the implementation of the project.

3.2.4.4 Regularly communicate and document the School Readiness Nurse Expansion project's goals and progress, and participate in training opportunities provided through this Agreement.

3.2.4.5 Participate in monthly business meetings for the School Readiness Nurse Expansion Project scheduled by CONTRACTOR for the purpose of program planning, technical assistance, sharing of best practices, development of referral resources and identification of resource needs and gaps for future project planning and improvements and implementation of strategies identified in this Agreement.

3.2.4.6 Fulfill activities and submit deliverables by the timeline established by COMMISSION, CONTRACTOR, ADMINISTRATOR and CONTRACTOR'S Superintendent.

3.2.4.7 Prior to the 10th of each month, enter the previous month's project milestone progress into COMMISSION's data reporting and collection system, report in AMM and CDOM levels, and utilize the system to report monthly.

3.2.4.8 Complete additional tasks as identified on Exhibit A-1 to this Agreement.

3.2.5 The Parties agree that a minimum of ninety percent (90%) of CONTRACTOR's Maximum Allocation for School Nurse services as described in Attachment 8A to Agenda Item 1 approved at the May 4, 2011 COMMISSION hearing shall be used exclusively for salary and benefits.

4. ATTACHMENTS TO EXHIBIT B (As applicable)

1. Staffing
2. Direct Project Expenses
3. Subcontractors List

5. WAIVERS/AMENDMENTS TO AGREEMENT

None.

6. Invoicing/Payment Elections.

As of the Date of Agreement, the Parties mutually agree to the following invoicing/payment elections. Notwithstanding anything to the contrary and provided that any modifications to these elections do not alter the overall goals and basic purpose of the Agreement, and provided these modifications do not increase COMMISSION's Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR and CONTRACTOR may, in accordance with the authority described in Section 2.2 of this Agreement; make future modifications to the following invoicing/payment elections.

6.1 Initial Payment. The Parties do not anticipate an Initial Payment request as described in Paragraph 16.1 of this Agreement.

6.2 Billing/Payment Interval. The Parties agree that the interval for Billing and/or Payment for this Agreement as described in Paragraph 16.3 is quarterly.

6.3 Retention Timing. The Parties agree an amount equal to ten percent (10%) of each quarterly invoice attributable and allocable to Services ("Retention Amount") as described in Paragraph 16.6 shall be withheld by COMMISSION through ADMINISTRATOR pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 15 of this Agreement.

EXHIBIT A-1

Work Plan for the period July 1, 2011 – June 30, 2012 EARLY LEARNING SPECIALIST

Commission Lead: Cinda Muckenthaler
Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 9/7/11

Organization / Collaborative Name	Project Name	Work Plan Contact Name	Contact's Phone and Email	Contract Number
Capistrano Unified School District	Early Learning Specialist	Carole Browne	949-234-9219 cbrowne@capousd.org	FCI-SD-04
Project Abstract (a short description of the project): Provide early care and education opportunities to meet critically important childhood development needs and maximize potential and success in school.				
General GEMS Instructions				
<ul style="list-style-type: none"> • Monthly service update: Update ALL services every month whether or not you have provided a service during that month. Enter the number of New Clients, Repeat Clients and Services for each service on your work plan. EXCEPTION for July and August, if your program is closed AND you have provided NO services, you may provide a 2 month update indicating that your program was closed during that period. • Update beginning and end date: For each monthly update, the beginning date is the first day of the month and the end date is the last day of the month; e.g., July 1, 2010 - July 31, 2010. • New Clients: All clients are new starting July 1, 2011. • Monthly Service Counts: Enter aggregate data each month under Monthly Service Counts for children 0-5, parent/guardians and providers. All clients are new starting July 1, 2011; this includes -lients who were already in the program prior to July 1. Clients are reported as New in their first month, and are repeated as Repeat in subsequent months. • Multiple services updates in one month: if you are updating a service more than one time in a month, please include a note in the update that this is the second (or third) update and the reason for the multiple updates. 				

1.1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
2 Children ive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	***OPTIONAL *** HC 2.2.1 Children receive developmental screening using AAP recommended tools (e.g. PEDS, ASQ).(SOW 3.1.6)	Services completed	Children 0-5	75 screening sessions	7/1/11	6/30/12	<p>Clients: Clients are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened.</p> <p>Services: Total # of screening sessions provided during the month.</p> <p>Notes: Brief description of services provided</p>

EXHIBIT A-1
Work Plan for the period July 1, 2011– June 30, 2012
EARLY LEARNING SPECIALIST

Commission Lead: Cinda Muckenthaler
 Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 9/7/11

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, referral and linkage to services appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	***OPTIONAL *** HC.2.2.10a Parents receive referrals regarding their child's health and developmental concerns(SOW 3.1.6). Program Notes: Refer child to School Nurse; School Nurse will be responsible for conducting follow up and ensuring that referred services were accessed.	Client contact	Parent	75 parents	7/1/11	6/30/12	Clients: # Parents who receive support regarding their child's abnormal developmental screening conducted in HC.2.2.1. Clients are "new" to this service in month where first receive a referral and repeat in subsequent months for referrals for new health concerns. If providing a new referral for a previously identified developmental concern that was counted as a referral in a previous month, do not count. Services: Total # of referrals provided for child's developmental concerns Notes: Brief description of services provided

Goal 2. STRONG FAMILIES

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
SF.2 Children are safe and well cared for	Parent Knowledge of Healthy Child Development	SF.2.2 Increase parent knowledge of healthy child development	SF.2.2.4a Parents participate in parenting education classes on healthy child development (SOW 3.1.8)	Classes	Parent	30 classes	7/1/11	6/30/12	Clients: All clients are new to each class provided each month Services: Count the # of Classes (include classes on Nutrition and Physical Activity here) Notes: Describe classes provided

EXHIBIT A-1
Work Plan for the period July 1, 2011– June 30, 2012
EARLY LEARNING SPECIALIST

Commission Lead: Cinda Muckenthaler
 Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 9/7/11

Goal 2. STRONG FAMILIES

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
SF.2 Children are safe and well cared for	Parent Knowledge of Healthy Child Development	SF.2.2 Increase parent knowledge of healthy child development	***OPTIONAL**** SF.2.2.5 Children receive health education classes (SOW 3.1.6)	Classes	Children 0-5	75 classes	7/1/11	6/30/12	Clients: Clients are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. Services: Count the # of classes (include classes on Nutrition and Physical Activity here). Notes: Describe classes provided
I Families have resources to support management and implement their child's avioral health needs	Behavioral Health Services	SF.4.1 Reduce gap between children referred for behavioral health conditions and those getting services.	SF.4.1.2 Providers are educated to increase awareness and identification of behavioral health issues for children 0-5. (SOW 3.1.9)	Client contact	Provider	1 provider	7/1/11	6/30/12	Clients: Clients are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. Services: Total # of providers trained and/or training sessions provided. Notes: Describe services provided

II 3. EARLY LEARNING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
EL.1 Children have the developmental skills* to be proficient learners in school	Children being read to by parents/ caregivers	EL.1.1 Increase to 95% the proportion parents who read to their child regularly (3+ times week) (P)	EL.1.1.2.a Parents participate in a program designed to increase the frequency of reading at home (SOW 3.1.4)	Client contact	Parent	350 parents	7/1/11	6/30/12	Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number of client contacts (total # of parents multiplied by the number of sessions each attended) Notes: Describe services provided

Exhibit A-1
 Page 3 of 15

EXHIBIT A-1
Work Plan for the period July 1, 2011 – June 30, 2012
EARLY LEARNING SPECIALIST

Commission Lead: Cinda Muckenthaler
 Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 9/7/11

Goal 3. EARLY LEARNING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
EL.1 Children have the developmental skills* to be proficient learners in school	Children being read to by parents/ caregivers	EL.1.1 Increase to 95% the proportion parents who read to their child regularly (3+ times week) (P)	EL.1.1.2.b Children participate in a program designed to increase the frequency of reading at home (SOW 3.1.4)	Client contact	Children 0-5	175 children	7/1/11	6/30/12	Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number of client contacts (total # of clients multiplied by the number of sessions each attended) Notes: Describe services provided
1 Children have the developmental skills* to be proficient learners in school	Children being read to by parents/ caregivers	EL.1.2 Increase to 100% the proportion of families with 10+ of books in the home (C)	EL.1.2.1 Books distributed to children (SOW 3.1.4)	Materials distributed	Children 0-5	4000 books	7/1/11	6/30/12	Clients: N/A Services: # of books distributed in month reporting Notes: Brief description of distribution
1 Children have the developmental skills* to be proficient learners in school	Children being read to by parents/ caregivers	EL.1.2 Increase to 100% the proportion of families with 10+ of books in the home (C)	EL.1.2.2 Collect new and used books for distribution (SOW 3.1.4)	Services completed	Program	4000 books collected	7/1/11	6/30/12	Clients: N/A Services: # of books collected in month reporting Notes: Describe where drive held and how many books collected
EL.1 Children have the developmental skills* to be proficient learners in school	Math Proficiency	EL.1.4. 80% of typically developing children are effective learners in numeracy.	EL.1.4.1 Children participating in early math programs (SOW 3.1.4)	Client Contact	Children 0-5	75 children	7/1/11	6/30/12	Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number of client contacts (total # of children multiplied by the number of sessions each attended) Notes: Brief description of service provided
EL.1 Children have the developmental skills* to be proficient learners in school	Special needs children in early care and	EL.1.6 Increase the number of children with special needs*	EL.1.6.3a Parents receive speech and language services (SOW 3.1.5)	Client contact	Parents	75 parents	7/1/11	6/30/12	Clients: # of clients new in first month of service, repeat in subsequent months of service.

Exhibit A-1
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EXHIBIT A-1
Work Plan for the period July 1, 2011 – June 30, 2012
EARLY LEARNING SPECIALIST

Commission Lead: Cinda Muckenthaler
 Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 9/7/11

Goal 3. EARLY LEARNING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
learners in school	education programs*	who are participating in inclusive early care and education programs.							Services: Total number of client contacts (total # of parents multiplied by the number of sessions each attended) Notes: Describe service provided
EL.1 Children have the developmental skills* to be proficient learners in school	Special needs children in early care and education programs*	EL.1.6 Increase the number of children with special needs* who are participating in inclusive early care and education programs.	EL.1.6.3b Children receive speech and language services (SOW 3.1.5)	Client contact	Children 0-5	75 children	7/1/11	6/30/12	Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number of client contacts (total # of clients multiplied by the number of sessions each attended) Notes: Describe service provided
Children have the developmental skills* to be proficient learners in school	Program Quality	EL.1.7 Increase the number and percentage of early care and education programs that meet nationally recognized quality standards (P)	EL.1.7.1 Providers will conduct classroom assessments using an established tool such as ECERS or ELCO, CLASS, and develop improvement plans, when needed, to improve the quality of existing district and/or community ECE programs (SOW 3.1.15)	Services completed	Provider	45 providers	7/1/11	6/30/12	Clients: # of providers who received this service this month (always new, never repeat) Services: same as # of providers Notes: Describe tools used and where.
EL.1 Children have the developmental skills* to be proficient	Program Quality	EL.1.7 Increase the number and percentage of early	EL.1.7.2 Providers are given resources and early intervention strategies for	Services completed	Provider	250 providers	7/1/11	6/30/12	Clients: # of clients new in first month of service, repeat in subsequent months of service.

EXHIBIT A-1
Work Plan for the period July 1, 2011 – June 30, 2012
EARLY LEARNING SPECIALIST

Commission Lead: Cinda Muckenthaler
 Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 9/7/11

Goal 3. EARLY LEARNING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
learners in school		care and education programs that meet nationally recognized quality standards (P)	appropriate early care and education practices(SOW 3.1.15)						Services: # of providers multiplied by the number of trainings provided Notes: Describe trainings provided and if possible the number of attendees. This service can also be used for trainings attended by this provider
Children have the developmental skills* proficient learners in school	Early Care and Education Availability	EL.1.8 Increase the number of children receiving quality early care and education services so they are better prepared to succeed in school (P)	***OPTIONAL**** EL.1.8.5a Parents participate in a drop-in, family-focused early learning program (i.e., Learning Link)(SOW 3.1.7)	Client contact	Parents	1200 parents	7/1/11	6/30/12	Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number of client contacts (total # of clients multiplied by the number of sessions each attended) Notes: Brief description of services provided. In first entry, please describe staffing, hours of operation, number of days open. If information changes, please reflect changes in notes.
EL.1 Children have the developmental skills* to be proficient learners in school	Early Care and Education Availability	EL.1.8 Increase the number of children receiving quality early care and education services so they are better prepared to succeed in school (P)	***OPTIONAL**** EL.1.8.5b Children participate in a drop-in, family-focused early learning program (i.e., Learning Link) (SOW 3.1.7)	Client contact	Children 0-5	700 children	7/1/11	6/30/12	Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number of client contacts (total # of clients multiplied by the number of sessions each attended)

EXHIBIT A-1
Work Plan for the period July 1, 2011– June 30, 2012
EARLY LEARNING SPECIALIST

Commission Lead: Cinda Muckenthaler
 Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 9/7/11

Goal 3. EARLY LEARNING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
EL.2 Schools are ready for children when they enter ergarten	Transition planning	EL.2.1 All schools in Orange County are prepared for incoming Kindergarten	***OPTIONAL*** EL.2.1.3 Children visit Kindergarten classrooms prior to start of school year (SOW 3.1.16)	Client contact	Children 0-5	1300 children	7/1/11	6/30/12	Notes: Brief description of services provided. In first entry, please describe staffing, hours of operation, number of days open. If information changes, please reflect changes in notes.
									Clients: # of children visiting classrooms (always new)
									Services: Same as # of clients
									Notes: Brief description
EL.2 Schools are ready for children when they enter kindergarten	Transition of records to elementary schools	EL.2.3 100% of children's records are transferred from early care programs to elementary schools (C)	EL.2.3.1 Children's health and development records are transferred to their elementary school prior to entering kindergarten (SOW 3.1.10)	Services completed	Children 0-5	1300 children	7/1/11	6/30/12	Clients: # of children whose records were transferred
									Services: Same as # of clients
									Notes: Brief description
									Clients: Do not report # of clients (enter zeros)
EL.2 Schools are ready for children when they enter kindergarten	Transition of records to elementary schools	EL.2.4 100% of children are entered into the district data system (C)	EL.2.4.1 Children's records are entered into the computerized district system prior to entering kindergarten (SOW 3.1.10)	Services completed	Children 0-5	1 activity	7/1/11	6/30/12	Services: # of activities conducted to transfer student records
									Notes: Brief description
									Clients: Report # of children assessed if implementing EDI
									Services: # of schools pertaining to EDI participation

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EXHIBIT A-1
Work Plan for the period July 1, 2011 – June 30, 2012
EARLY LEARNING SPECIALIST

Commission Lead: Cinda Muckenthaler
 Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 9/7/11

Goal 3. EARLY LEARNING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
EL.3 Parents have the supports that contribute to children's readiness for school	Parent knowledge of school readiness	EL.3.1 Increase parents' knowledge and involvement in preparing children for school.	EL.3.1.1 Parents receive tools, resources, information and/or training needed to transition their child to school (SOW 3.1.8)	Services completed	Parent	1750 parents	7/1/11	6/30/12	Notes: Brief description of activities Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number of client contacts (total # of clients multiplied by the number contacts each received during the month reported) Notes: Brief description of services provided.

1.4. CAPACITY BUILDING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
CB.1 Increase sustainability	Fund development	CB.1.1 Increase funds	CB.1.1.1 Dollar amount raised (SOW 3.1.17)	Dollars	Program	\$15,000	7/1/11	6/30/12	Clients: N/A Services: \$'s received in month reported Notes: Describe fund development efforts. Include brief description of funding source(s) and how \$'s are allocated to the program. Clients: N/A Services: # collaborations developed Notes: Brief description of collaborations and partnerships.
CB.2 Increase access and efficiency, quality and effectiveness	Collaboration and networking	CB.2.2 Improve service delivery through collaboration and networking	CB.2.2.1 Developing partnerships, coordinating and collaborating with other agencies to improve service delivery (Describe activities in notes) (SOW 3.1.13)	Services completed	Program	1 collaboration	7/1/11	6/30/12	Clients: N/A Services: # collaborations developed Notes: Brief description of collaborations and partnerships.

EXHIBIT A-1
Work Plan for the period July 1, 2011 – June 30, 2012
EARLY LEARNING SPECIALIST

Commission Lead: Cinda Muckenthaler
 Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 9/7/11

Goal 4. CAPACITY BUILDING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
CB.2 Increase access and efficiency, quality and effectiveness	Evaluation	CB.2.3 Develop high-quality program evaluations and reporting	CB.2.3.4 Children with special needs served	Client contact	Children 0-5	50 children	7/1/11	6/30/12	Clients: # of clients new in first month of service. No need to report after first month of service for each child. Services: Report each child in first month of service only Notes: Brief description
CB.2 Increase access and efficiency, quality and effectiveness	Service planning and access points	CB.2.4 Conduct service planning activities that improve access and service sustainability	CB.2.4.1 Program will develop a plan that outlines infrastructure, functions and services, and long-term sustainability strategies. (SOW 3.1.17 and 3.1.18)	Services completed	Program	1 plan	7/1/11	6/30/12	Clients: N/A Services: # of plans completed Notes: Describe monthly efforts to achieve goal. When plan completed describe result.
CB.2 Increase access and efficiency, quality and effectiveness	Professional training and development	CB.2.7 Provide training and administrative support to funded programs to ensure quality and results	CB.2.7.3 Provide trainings to build the capacity of the agency to increase quality services. (SOW 3.1.3, 3.1.8, and 3.1.11)	Client contact	Provider	1 training	7/1/11	6/30/12	Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number provided during the month reported) Notes: Brief description of services provided.

EXHIBIT A-1
Work Plan for the period July 1, 2011 – June 30, 2012
SCHOOL READINESS NURSE

Commission Lead: Jennifer Burrell
 Approved by: Perlee Tobias Trout 5/24/11

Organization / Collaborative Name	Project Name	Work Plan Contact Name	Contact's Phone and Email	Contract Number
Capistrano Unified School District	School Nurse Program	Mary Cope, R.N.	949-489-7278 mscope@capousd.org	FCI-SD-04
School Nurse Contact Information		Mary Cope, R.N.	949-489-7278	mscope@capousd.org

Project Abstract (a short description of the project):

Expand access to health care for children prenatal through age 5 served within district boundaries including special populations, such as teen moms with children prenatal through age 5; homeless families with children prenatal through age 5; local early care and education providers; and children transitioning to all elementary schools, including private religious and private schools.

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data Unit	Client Type	Target #	Start Date	End Date	GEMS Instructions
HC 2 Children receive early screening and, when necessary, assessment for developmental, aversive, and social emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	HC 2.2.1 Children receive developmental screening using AAP recommended tools (e.g. PEDS, ASQ).	Services completed	Children 0-5	320 screening sessions	7/1/11	6/30/12	Clients: Clients are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of screening sessions provided during the month. Notes: Brief description of services provided
HC 2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	HC 2.2.3 Children receive vision screening	Services completed	Children 0-5	400 screening sessions	7/1/11	6/30/12	Clients: Clients are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of screening sessions provided during the month. Notes: Brief description of services provided

EXHIBIT A-1
Work Plan for the period July 1, 2011 – June 30, 2012
SCHOOL READINESS NURSE

Commission Lead: Jennifer Burrell
Approved by: Perlee Tobias Trout 5/24/11

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	HC.2.2.4 Children receive hearing screening	Services completed	Children 0-5	400 screening sessions	7/1/11	6/30/12	Clients: Clients are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of screening sessions provided during the month. Notes: Brief description of services provided
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	HC.2.2.5 Children receive body composition and stature screening (height, weight, BMI)	Services completed	Children 0-5	400 screening sessions	7/1/11	6/30/12	Clients: Clients are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of screening sessions provided during the month. Notes: Brief description of services provided
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	HC.2.2.6 Children receive health status screening (e.g., asthma, allergies, etc.)	Services completed	Children 0-5	320 screening sessions	7/1/11	6/30/12	Clients: Clients are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of screening sessions provided during the month. Notes: Brief description of services provided

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EXHIBIT A-1
Work Plan for the period July 1, 2011 – June 30, 2012
SCHOOL READINESS NURSE

Commission Lead: Jennifer Burrell
 Approved by: Perlee Tobias Trout 5/24/11

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
to services as appropriate		needs, and receive appropriate services. (C)							
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	HC.2.2.8 Children receive comprehensive screening (Includes: vision, hearing, height, weight, health, and developmental milestones using PEDS or ASQ)	Services completed	Children 0-5	320 children	7/1/11	6/30/12	<p>Clients: # of children who by the end of the month had received all the listed screens. No repeat clients in this service.</p> <p>Services: # of services is same as # of children.</p> <p>Notes: Brief description.</p>
Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	HC.2.2.10a Parents receive referrals regarding their child's health and developmental concerns	Client contact	Parent	100 referrals	7/1/11	6/30/12	<p>Clients: Clients are "new" to this service in the month where they first receive a referral and are repeat in subsequent months for referrals for new health concerns. Do not recount a client if you are re-referring for the same health concern.</p> <p>Services: Total # of referrals provided</p> <p>Notes: Brief description of referrals provided</p>
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral,	Developmental screenings/assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision,	HC.2.2.10b Parents are linked to referred services for their child's health & developmental concerns	Client contact	Parent	70 linked referrals	7/1/11	6/30/12	<p>Clients: # of clients linked to referred services.</p> <p>Services: Total # of linked referrals.</p>

EXHIBIT A-1
Work Plan for the period July 1, 2011 – June 30, 2012
SCHOOL READINESS NURSE

Commission Lead: Jennifer Burrell
Approved by: Perlee Tobias Trout 5/24/11

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
emotional, and social conditions, and referral and linkage to services as appropriate		hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	health insurance counted in separate services.						
HC.3 Children have and use a regular place for medical and dental care	Health Insurance	HC.3.1 Increase to 100% the number of children with health coverage. (H)	HC.3.1.1 Children are linked with health insurance enrollment	Services completed	Children 0-5	20 children	7/1/11	6/30/12	Notes: Brief description. Clients: # of clients linked to referred services (as a result of this program's efforts). Always new. Services: Total # of linked referrals Notes: Brief description.
Children have use a regular place for medical and dental care	Health Home	HC.3.2 Increase to 100% the proportion of children who have a health care home. (C)	HC.3.2.1 Children are linked to a health care home	Services completed	Children 0-5	20 children	7/1/11	6/30/12	Clients: # of clients linked to referred services (as a result of this program's efforts). Always new. Services: Total # of linked referrals Notes: Brief description.
Children have use a regular place for medical and dental care	Oral Health	HC.3.4 Reduce dental cavities so that the proportion of young children with one or more cavities is no more than 9%. (C)	HC.3.4.2 Children receive a dental screening	Services completed	Children 0-5	400 screening sessions	7/1/11	6/30/12	Clients: Clients are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of screening sessions provided during the month. Notes: Brief description of services provided
HC.4 Children grow up healthy	Immunization	HC.4.3 Increase age appropriate immunization levels to at least 95% (C)	HC.4.3.1 Children screened for up to date immunizations	Services completed	Children 0-5	400 screening sessions	7/1/11	6/30/12	Clients: Clients are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of screening sessions provided during the month. Notes: Brief description of services provided

Goal 2. STRONG FAMILIES

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EXHIBIT A-1
Work Plan for the period July 1, 2011 – June 30, 2012
SCHOOL READINESS NURSE

Commission Lead: Jennifer Burrell
 Approved by: Perlee Tobias Trout 5/24/11

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
SF.2 Children are safe and well cared for.	Parent Knowledge of Healthy Child Development	SF.2.2 Increase parent knowledge of healthy child development	SF.2.2.3 Office visits to improve knowledge of healthy child development	Client Contact	Parent	300 contacts	7/1/11	6/30/12	Clients: Clients are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. Services: # of client contacts Notes: Brief description as appropriate
			Program notes: One-on-one sessions where SRN provides parents specific verbal/written instruction or plans on their child's health and/or development.						
			SF.2.2.4a Parents participate in parenting education classes on healthy child development						
Children are safe well cared for	Parent Knowledge of Healthy Child Development	SF.2.2 Increase parent knowledge of healthy child development	SF.2.2.5 Children receive health education classes	Classes	Children 0-5	10 classes	7/1/11	6/30/12	Clients: Clients are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. Services: Count the # of Classes Notes: Describe topic of each classes provided
SF.2 Children are safe and well cared for	Parent Knowledge of Healthy Child Development	SF.2.2 Increase parent knowledge of healthy child development	SF.2.2.7 Providers receive consultations to improve provider knowledge of healthy child development	Client contact	Providers	5 contacts	7/1/11	6/30/12	Clients: Clients are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. Services: # of client contacts Notes: Brief description as appropriate

EXHIBIT A-1
Work Plan for the period July 1, 2011 – June 30, 2012
SCHOOL READINESS NURSE

Commission Lead: Jennifer Burrell
Approved by: Perlee Tobias Trout 5/24/11

Goal 4. CAPACITY BUILDING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
CB.2 Increase access and efficiency, quality and effectiveness	Evaluation	CB.2.3 Develop high-quality program evaluations and reporting	CB.2.3.4 Children with special needs served	Client contact	Children 0-5	28 children	7/1/11	6/30/12	Clients: # of clients new in first month of service. No need to report after first month of service for each child.
									Services: Report each child in first month of service only
									Notes: Document the types of special needs encountered.
CB.2 Increase access and efficiency, quality and effectiveness	Evaluation	CB.2.3 Develop high-quality program evaluations and reporting	CB.2.3.5 Program staff will report the number of client intake records entered for month reported	Services completed	Program	40 client intake records	7/1/11	6/30/12	Clients: # of records New only, no repeat.
									Services: Same as # of clients
									Notes: Brief description
Increase access efficiency, quality effectiveness	Evaluation	CB.2.3 Develop high-quality program evaluations and reporting	CB.2.3.6 Program staff will report the number of client exit records entered for month reported	Services completed	Program	32 client exit records	7/1/11	6/30/12	Clients: # of records New only, no repeat.
									Services: Same as # of clients
									Notes: Brief description

Exhibit A - 1
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EXHIBIT B
PROJECT BUDGET

Capistrano Unified School District	Funds Due 7/1/11 - 6/30/12
Staffing	\$452,174
Direct Project Expenses	\$8,656
Capital Equipment	\$0
Indirect/Administrative	\$17,950
Subcontracts	\$46,320
TOTAL FUNDS DUE	\$525,100

MAXIMUM PAYMENT OBLIGATION: \$525,100

Attachment 1 to Exhibit B

STAFFING TABLE

Position Title:	FTE	Salaries & Benefits
Early Learning Specialist (Supervisor IV)-ELS	.13	\$11,470
Minimum Qualifications: Education equivalent to the completion of a Bachelor's Degree or higher in Child Development or a closely related field. License and experience requirements are a valid CA Children's Center Director's Permit and a valid CA Driver's License.		
Job Duties: Provide services as described in subparagraph 3.1 of Exhibit A to this Agreement.		

Preschool Resource Teacher-ELS and Additional \$	2.8	\$169,599
Minimum Qualifications: Experience and education as required for the CA Child Development Teacher Permit; pass a District proficiency test in English usage, language arts and math or have passes CBEST, or completed two years of college.		
Job Duties: Provide services as described in subparagraph 3.1 of Exhibit A to this Agreement.		

rse (District-wide Nurse)SRN	1.0	\$88,670
Minimum Qualifications: Licensed Registered Nurse with a valid California School Nurse Credential or a Licensed Registered Nurse with a Preliminary School Nurse Credential with enrollment in a School Nurse Credential Program, certified in first aid and CPR; Knowledge of current federal and state laws and regulations regarding the children through 5 population and health constraints including HIPAA, FERPA, Education Codes, Title 22 regulations, and the Nursing Practice Act.		
Duties: Provide services as described in subparagraph 3.2 of Exhibit A to this Agreement.		

rning Specialist-SRN	1.26	100,714
Minimum Qualifications: Current valid California State license as a Registered Nurse. Knowledge of current federal and state laws and regulations regarding the children through 5 population and health constraints including HIPAA, FERPA, Education Codes, Title 22 regulations, and the Nursing Practice Act.		
Job Duties: Provide services as described in subparagraphs 3.2 of Exhibit A to this Agreement.		

Nursing Specialist-Additional S	.49	32,812
Minimum Qualifications: Current valid California State license as a Registered Nurse. Knowledge of current federal and state laws and regulations regarding the children through 5 population and health constraints including HIPAA, FERPA, Education Codes, Title 22 regulations, and the Nursing Practice Act.		
Job Duties: Provide services as described in subparagraphs 3.2 of Exhibit A to this Agreement. And to support families that attend the Learning Link with screenings, child education and parent education.		

Attachment 1 to Exhibit B

Position Title:	FTE	Salaries & Benefits
Bilingual Comm Srvc Liaison-ELS	.66	24,957
Minimum Qualifications: Equivalent to the completion of twelfth grade, bilingual in Spanish/English, and experience in working with families of children birth to five.		
Job Duties: Provide services as described in subparagraphs 3.2 of Exhibit A to this Agreement.		

Bilingual Clerk-ELS	.67	\$23,952
Minimum Qualifications: Knowledge of modern office methods, practices and procedure, correct English and Spanish usages both oral and written and standard office machines including computer. Ability to perform a variety of clerical work; type or keyboard at a new corrected speed of 40wpm; education equivalent to the completion of twelfth grade.		
Duties: Provide clerical support for services as described in subparagraphs 3.1 and 3.2 of Exhibit A to this Agreement.		

Summary Table of Staffing Costs					TOTAL
Salary/Fringe Benefits Total					452,174

Attachment 2 to Exhibit B

DIRECT PROJECT EXPENSES TABLE

Expense Type	Amount	Program: SNE/EL	1-2 sentence narrative description of expenses.
Mileage	ELS	1,000	Annual Costs for multiple staff to attend parent meetings, screenings, provide classroom support, and collaborative meetings.
Mileage	SNE	758	Annual Costs for multiple staff to attend parent meetings, screenings, provide classroom support and collaborative meetings.
Materials/Supplies	ELS	3,089	Annual Costs for classroom supplies and parent education materials.
Materials/Supplies	ELS	826	Annual Costs for classroom supplies and parent education materials.
Materials/Supplies	SNE	2,983	Expenses for nursing supplies for screenings, parent and child education.

Total Direct Project Expenses	8656
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SUBCONTRACTOR TABLE

Contact Name and Phone Number	Amount	Program: SNE/EL	1-2 sentence description of services sub-contracted. This table is for services outsourced to a third Party.
Christine Stein	42,000	EL	Christine will provide Bilingual Speech and Language Pathologist services at San Juan and Las Palmas Learning Link Programs.
Irma Garcia, MSW	4,320	EL	Irma will provide a women's counseling support group at San Juan Learning Link.

PROPOSED 2012 EXTENDED SCHOOL YEAR SCHEDULE

The schedule for the 2012 Extended School Year summer session is proposed as follows:

Schedule: Monday – Friday (Schools are closed on Wednesday, July 4)

Preschool

Dates: Monday, June 25, 2012, through Friday, July 20, 2012
Hours: 4 hours per day (Preschool Structured Autism)
2 hours per day (SDC-Preschool)
Length: 19 days

Elementary School and Middle School

Dates: Monday, June 25, 2012, through Friday, July 20, 2012
Hours: 4 hours per day (Special Education)
Length: 19 days

High School/Bridges

Dates: Monday, June 25, 2012, through Friday, July 27, 2012
Hours: 5 hours, 15 minutes per day
Length: 24 days

Adult Transition Program

Dates: Monday, June 25, 2012, through Friday, July 27, 2012
Hours: 4 hours per day
Length: 24 days

PROPOSED 2012 SUMMER SCHOOL SITES

The following schools have been identified as sites for the 2012 CUSD Extended School Year program:

Locations:	Serving Special Day Students from:
Crown Valley Elementary School	Bergeson ES Crown Valley ES
R.H. Dana ENF Elementary School	RH Dana ENF Palisades ES
Las Flores Middle School	Arroyo Vista MS Bathgate ES Hankey MS Ladera Ranch MS Las Flores ES Las Flores MS Newhart MS
Marco Forster Middle School	Del Obispo ES Marco Forster MS Niguel Hills MS San Juan ES White ES
Reilly Elementary School	Barcelona ES Castille ES Reilly ES Tijeras Creek ES Viejo ES
San Clemente High School	ANHS CVHS DHHS SCHS SJHHS THS
Vista del Mar Middle School	Bernice Ayer MS Lobo ES Marblehead ES Shorecliffs MS Vista del Mar MS
Wood Canyon Elementary School	Aliso Viejo MS Don Juan Avila MS Oak Grove ES Wood Canyon ES
Adult Transition Center—San Juan Capistrano	Adult Transition Bridges

Board of Trustees Purchase Order Listing

===== Fiscal Year: 2011-12 =====

Board of Trustees Meeting.....JANUARY 9, 2012

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
5109	87	PACIFIC MH CONSTRUCTION INC.	OthConst/Fac Acq /CVHS	4,735.74
5110	87	BENS ASPHALT	OthConst/Fac Acq /CVHS	13,699.00
5111	98	KNOWLAND CONSTRUCTION SERVICES	BI:Inspc/Fac Acq /SJHHS	123,474.52
5112	87	BENS ASPHALT	IntHouse/Fac Acq /CVHS	6,930.00
5113	87	OC TREASURER TAX COLLECTOR	Serv&Op /Fac Acq /Dstrctwd	8,308.28
	88		Serv&Op /Fac Acq /Dstrctwd	1,342.28
	89		Serv&Op /Fac Acq /Dstrctwd	2,438.56
	92		Serv&Op /Fac Acq /Dstrctwd	754.78
	94		Serv&Op /Fac Acq /Dstrctwd	367.78
	95		Serv&Op /Fac Acq /Dstrctwd	53.28
	98		Serv&Op /Fac Acq /Dstrctwd	3,348.28
	93		Serv&Op /Fac Acq /Dstrctwd	72.76
5114	93	GILBERT & STEARNS INC	OthConst/Fac Acq /San Juan	1,124.40
5115	93	PACIFIC MH CONSTRUCTION INC.	OthConst/Fac Acq /San Juan	6,822.50
5116	92	PACIFIC MH CONSTRUCTION INC.	OthConst/Fac Acq /Tesoro	8,461.20
5117	92	TANDUS FLOORING INC.	OthConst/Fac Acq /Tesoro	1,442.03
5118	98	TIME & ALARM	Bldg Imp/Fac Acq /SJHHS	9,260.00

10 Purchase Orders \$192,635.39

EXHIBIT 13

Attachment 1

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....JANUARY 9, 2012

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
312882	1	LAKESHORE LEARNING MATERIALS	InstMtls/M&OUnrOH/MFMS	24.73
312883	1	PEARSON EDUCATION	InstMtls/M&OUnrOH/MFMS	1,191.03
312884	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Enterprs/ANHS	172.40
312885	1	TEACHER DIRECT	InstMtls/M&OUnrOH/MFMS	107.43
312886		VOID	VOID	0.00
312887	1	SUMMIT LEARNING	InstMtls/M&OUnrOH/MFMS	109.92
312888	1	AMS.NET	F&EInstl/TIS /Dstrctwd	144,765.29
			NonCapEq/TIS /Dstrctwd	11,890.16
312889	13	DELL COMPUTER	Comptr /FoodServ/Dstrctwd	4,643.74
312890	1	AMS.NET	F&EInstl/TIS /Dstrctwd	184,351.43
			NonCapEq/TIS /Dstrctwd	15,335.99
312891	13	DELL COMPUTER	Comptr /FoodServ/Dstrctwd	1,704.38
312892	1	THE GREATER ANAHEIM SELPA	CnfrNonI/SupvAdmn/Dstrctwd	425.00
312893	1	AMS.NET	F&EInstl/TIS /Dstrctwd	150,535.93
			NonCapEq/TIS /Dstrctwd	12,646.65
312894	1	AMS.NET	F&EInstl/TIS /Dstrctwd	131,147.87
			NonCapEq/TIS /Dstrctwd	10,848.53
312895	1	LIFETIME MEMORY PRODUCTS INC	SpplsNonI/Sch Adm /LFMS	107.75
312896	1	AMS.NET	F&EInstl/TIS /Dstrctwd	50,633.89
			NonCapEq/TIS /Dstrctwd	4,673.48
312897	1	AMS.NET	F&EInstl/TIS /Dstrctwd	110,706.13
			NonCapEq/TIS /Dstrctwd	9,352.57
312898	1	AMS.NET	F&EInstl/TIS /Dstrctwd	137,382.84
			NonCapEq/TIS /Dstrctwd	11,010.80
312899	1	VANGUARD FLOORING INC	Rntl:Oth/RR:Bldgs/Benedict	1,545.00
312900	1	SPARKLETT'S	SpplsNonI/Sch Adm /LF Elem	300.00
312901	1	STORMWATER MAINTENANCE CO	Rntl:Oth/RR:Bldgs/Dstrctwd	895.00
312902	1	CAMCOR INC	InstMtls/Instrctn/Malcom	1,612.99
312903	1	DEAFINITELY PROFESSIONAL	Serv&Op /GuidCnsl/Dstrctwd	270.00
312904	1	CAMCOR INC	InstMtls/Instrctn/Las Palm	703.52
312905	1	ANDY'S DRYWALL	Rntl:Oth/RR:Bldgs/FNMS	10,800.00
312906	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/StDev In/Dstrctwd	130.00
312907	1	ACSI	Serv&Op /Instrctn/Stnybrke	3,802.00
312908	1	R&S SOIL PRODUCTS INC	Rntl:Oth/Op:Grnds/Dstrctwd	25,000.00
312909	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	16,125.00
312910	1	SIMPLEX GRINNELL LP	Rntl:Oth/RR:Bldgs/Dstrctwd	1,472.00
312911	1	ORANGE COUNTY HEALTH AGENCY	Serv&Op /RR:Bldgs/Dstrctwd	3,700.00
312912	1	SIMPLEX GRINNELL LP	Serv&Op /RR:Bldgs/OsoGrand	319.82
312913	1	GEARY PACIFIC CORP	SpplsNonI/RR:Bldgs/Dstrctwd	1,000.00
312914	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Concordi	2,760.00
312915	1	LOCAL JANITORIAL & VACUUM	SpplsNonI/Custodil/Dstrctwd	10,000.00
312916	1	SADDLEBACK VALLEY USD	Serv&Op /Instrctn/Don Juan	1,419.00
312917	1	HERITAGE MUSEUM OF OC	FieldTrp/Instrctn/Tijeras	935.00
312918	1	WAL MART L.N.	InstMtls/Instrctn/MFMS	100.00
312919	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/CVHS	1,700.00

Board of Trustees Purchase Order Listing
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PO No.	Fund	Vendor	Description	Amount
312920	1	NASCO WEST	InstMtls/Instrctn/Dstrctwd	1,575.84
312921	1	W W GRAINGER INC	NonCapEq/M&OUnrOH/MFMS	7,008.18
312922	1	MEET THE MASTERS	Serv&Op /Enterprs/Crn Vlly	6,582.16
312923	1	ART MASTERS INC	CnsltIns/Instrctn/Benedict	5,771.00
312924	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	18,697.65
312925	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv&Op /Enterprs/Dstrctwd	3,726.61
312926	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/LadraElm	59.26
312927	1	TROXELL COMMUNICATIONS INC	InstMtls/Instrctn/SCHS	36.47
312928	1	MNJ TECHNOLOGIES DIRECT INC	InstMtls/Instrctn/SCHS	317.70
312929	1	HEWLETT-PACKARD COMPANY	InstMtls/Instrctn/SCHS	224.10
312930	1	GOLDEN STAR TECHNOLOGY INC.	NonCapEq/Instrctn/SCHS	681.57
312931	1	CAMCOR INC	NonCapEq/Instrctn/SCHS	4,603.76
312932	1	CAMCOR INC	InstMtls/Instrctn/SCHS	658.27
312933	1	MNJ TECHNOLOGIES DIRECT INC	InstMtls/Instrctn/LF Elem	164.95
312934		VOID	VOID	0.00
312935	1	UNITED COMMUNICATION SYSTEMS	SpplsNonI/SupvAdmn/Dstrctwd	5,844.18
312936	1	CALIFORNIA WEEKLY EXPLORER INC	InstMtls/Instrctn/OsoGrand	1,880.00
312937	1	CALIFORNIA WEEKLY EXPLORER INC	InstMtls/Instrctn/OsoGrand	1,670.00
312938	1	CALIFORNIA WEEKLY EXPLORER INC	FieldTrp/Instrctn/Bergeson	950.00
312939	1	CALIFORNIA WEEKLY EXPLORER INC	FieldTrp/Instrctn/VdelMarE	1,980.00
312940	1	JIM'S MUSIC CENTER	InstMtls/Instrctn/BAMS	500.00
312941	1	IMAGE 2000	InstMtls/Instrctn/Wood Cyn	208.56
312942	1	APPLE COMPUTER INC	NonCapEq/Instrctn/SCHS	2,108.92
312943	1	APPLE COMPUTER INC	NonCapEq/TIS /Dstrctwd	2,120.15
312944	1	SEGAL, JUDY	CnsltNon/Spch Aud/Dstrctwd	3,750.00
312945	1	AVID CENTER	InstMtls/Instrctn/CVHS	515.00
312946	1	LEISURE CARE NURSES REGISTRY	NPA /HlthServ/LadraElm	3,230.00
312947	1	LEISURE CARE NURSES REGISTRY	NPA /NPA /Dstrctwd	4,000.00
312948	1	DAVE BANG ASSOCIATES	SpplsNonI/RR:Bldgs/Tijeras	683.62
312949	1	SPRINT/NEXTEL COMMUNICATIONS	SpplsNonI/HlthServ/Dstrctwd	46.93
312950	1	W W GRAINGER INC	Rntl:Oth/Custodil/Dstrctwd	100,000.00
312951	1	CAMCOR INC	InstMtls/Instrctn/Bathgate	879.40
312952	1	SHAMROCK SUPPLY CO INC	SpplsNonI/HlthServ/Dstrctwd	20.69
312953	1	KOCE-TV FOUNDATION	Serv&Op /TIS /Dstrctwd	39,924.60
312954	1	ANAHEIM BAND INSTRUMENTS	InstMtls/Instrctn/Dstrctwd	1,697.06
312955		VOID	VOID	0.00
312956	1	HITT MARKING DEVICE	SpplsNonI/SupvAdmn/Dstrctwd	234.23
312957	1	DISCOUNT OFFICE SERVICES	SpplsNonI/SupvAdmn/Dstrctwd	156.82
312958	1	ESCO EAR SERVICE CORP	Serv&Op /HlthServ/Dstrctwd	181.63
312959	1	ETS - CAHSEE	Serv&Op /PuplTest/Dstrctwd	28,000.28
312960	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	1,756.52
312961	1	PEARSON ASSESSMENTS	SpplsNonI/Spch Aud/Dstrctwd	410.52
312962	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/SCHS	748.26
312963	1	LAGUNA NIGUEL CHAMBER OF	Dues&Mmb/Supt /Dstrctwd	125.00
312964	1	C & L CUSTOM LETTERING	InstMtls/CurAthlt/ANHS	1,457.13
312965	1	STAPLES ADVANTAGE	InstMtls/M&OUnrOH/MFMS	1,449.29
312966	1	BERRY, SCOTT AND/OR JAIME	NPS /NPS /Dstrctwd	4,851.00
312967	1	OAK GROVE INSTITUTE	Residtl /NPS /Dstrctwd	17,908.26
			Sub MHBC/NPS /Dstrctwd	55,419.00
312968	1	LLOYD, KERRIE AND/OR JAMES	Residtl /NPS /Dstrctwd	4,253.00

Board of Trustees Purchase Order Listing
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PO No.	Fund	Vendor	Description	Amount
312969	1	RIVERSIDE PUBLISHING CO	SplsNonI/PsychSer/Dstrctwd	1,489.04
312970	1	WEST COAST MICROSCOPE	Rnt&Repr/Instrctn/BAMS	565.69
312971	1	PEARSON ASSESSMENTS	SplsNonI/PsychSer/Dstrctwd	742.15
312972	1	THEATRE HOUSE INC	InstMtls/M&OUrOH/MFMS	486.65
312973	1	IDEXX LABORATORIES	InstMtls/Instrctn/SCHS	381.46
312974	1	CURRICULUM ASSOCIATES	SplsNonI/PsychSer/Dstrctwd	351.17
312975	1	FOLLETT LIBRARY RESOURCES	InstMtls/Instrctn/RH Dana	350.00
312976	1	OAK GROVE INSTITUTE	Residtl /NPS /Dstrctwd	18,427.34
			Sub MHBC/NPS /Dstrctwd	71,253.00
312977	1	AUGUSTIN EGELSEE LLP	Legal /SupvAdmn/Dstrctwd	6,500.00
312978	1	DELL COMPUTER	NonCapEq/Instrctn/MFMS	1,246.51
312979	1	DELL COMPUTER	InstMtls/Instrctn/VdelMarE	2,165.78
312980	1	CURRICULUM ASSOCIATES	InstMtls/RSPInstr/Dstrctwd	328.37
312981	1	APPLE COMPUTER INC	NonCapEq/SupvAdmn/Dstrctwd	3,331.14
312982	1	SCOTT FORESMAN	InstMtls/Instrctn/San Juan	148.44
312983	1	MNJ TECHNOLOGIES DIRECT INC	NonCapEq/SupvAdmn/Dstrctwd	359.45
312984	1	NETWORK HARDWARE RESALE	NonCapEq/Instrctn/Dstrctwd	7,865.75
312985	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Wood Cyn	69.93
312986	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/San Juan	706.25
312987	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/Tijeras	775.00
312988	1	OCEAN INSTITUTE	Serv&Op /Instrctn/Wagon Wh	3,190.00
312989	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Concordi	1,191.00
312990	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Lgna Nig	3,975.00
312991	1	RILEY'S FARM	FieldTrp/Instrctn/Moulton	1,834.00
312992	1	APPLE COMPUTER INC	NonCapEq/Instrctn/MFMS	8,175.49
312993	1	HERITAGE MUSEUM OF OC	FieldTrp/Instrctn/Lgna Nig	1,200.00
312994	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	1,246.51
312995	1	DELL COMPUTER	InstMtls/Instrctn/VDMMS	1,756.56
312996	1	DELL COMPUTER	NonCapEq/Instrctn/LRMS	3,824.34
312997	1	DELL COMPUTER	NonCapEq/Sch Adm /DHHS	4,353.27
312998	1	APPLE COMPUTER INC	InstMtls/Instrctn/ANHS	694.99
312999	1	MAYER-JOHNSON CO	InstMtls/SE0thIns/Dstrctwd	203.84
313000	1	DELL COMPUTER	NonCapEq/Sch Adm /Chapara	878.26
313001	1	DELL COMPUTER	NonCapEq/Instrctn/LRMS	1,246.51
313002	1	APPLE COMPUTER INC	SplsNonI/Sch Adm /CVHS	772.95
313003	1	ORIENTAL TRADING CO	InstMtls/SDCInstr/SCHS	242.57
313004	1	PEARSON ASSESSMENTS	SplsNonI/HlthServ/Dstrctwd	816.17
313005	1	PEARSON SCHOOL	InstMtls/Instrctn/BAMS	349.95
313006	1	PEARSON ASSESSMENTS	SplsNonI/Spch Aud/Dstrctwd	282.22
313007	1	SAX ARTS & CRAFTS	InstMtls/Instrctn/AVMS	976.45
313008	1	SCHOOL SPECIALTY	SplsNonI/Spch Aud/Dstrctwd	161.61
313009	1	SCHOOL SPECIALTY	SplsNonI/HlthServ/Dstrctwd	76.26
313010	1	DELL COMPUTER	NonCapEq/Sch Adm /SJHHS	4,391.30
313011	1	ACTION LEARNING SYSTEMS INC	CnsltIns/StDev In/RH Dana	2,000.00
313012	1	DELL COMPUTER	SplsNonI/SupvAdmn/Dstrctwd	270.66
313013	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	2,190.27
313014	1	APPLE COMPUTER INC	InstMtls/Instrctn/MFMS	32.31
313015	1	DELL COMPUTER	SplsNonI/Sch Adm /Malcom	240.49
313016	1	FREEDOM SCIENTIFIC LEARNING	InstMtls/SE0thIns/Dstrctwd	181.32
313017	1	DELL COMPUTER	SplsNonI/Enterprs/DHHS	231.52

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PO No.	Fund	Vendor	Description	Amount
313018	1	APPLE COMPUTER INC	InstMtls/Instrctn/DHHS	74.35
313019	1	DELL COMPUTER	NonCapEq/Sch Adm /FrshStrt	3,513.14
313020	1	CRICK SOFTWARE INC	InstMtls/SE0thIns/Dstrctwd	239.42
313021	1	FREEDOM SCIENTIFIC LEARNING	InstMtls/SE0thIns/Dstrctwd	181.32
313022	1	MNJ TECHNOLOGIES DIRECT INC	InstMtls/M&OUUnrOH/MFMS	152.91
313023	11	REMOTE LEARNER.NET	Serv&Op /Instrctn/Dstrctwd	895.00
313024	1	RENAISSANCE LEARNING	InstMtls/SE0thIns/Dstrctwd	195.21
313025	1	RENAISSANCE LEARNING	InstMtls/SE0thIns/Dstrctwd	195.21
313026	1	SCHOOL SPECIALITY	InstMtls/SDCInstr/BAMS	103.68
313027	1	SCHOOL SPECIALTY	SpplsNonI/HlthServ/Dstrctwd	44.03
313028	1	THERAPY SHOPPE	SpplsNonI/HlthServ/Dstrctwd	76.79
313029	1	CLASSROOM SUPPLY MART	InstMtls/Instrctn/Castille	321.52
313030	1	WOODBURN PRESS	InstMtls/Instrctn/BAMS	116.15
313031	1	CURRICULUM ASSOCIATES	InstMtls/Instrctn/Tijeras	3,935.86
313032	1	CAROLINA BIOLOGICAL SUPP	InstMtls/M&OUUnrOH/MFMS	727.63
313033	1	NASCO WEST	InstMtls/M&OUUnrOH/MFMS	46.00
313034	1	NASCO WEST	InstMtls/M&OUUnrOH/MFMS	564.58
313035	1	DISCOUNT OFFICE SERVICES	SpplsNonI/SupvAdmn/Dstrctwd	500.00
313036		VOID	VOID	0.00
313037	1	NAMES UNLIMITED dba	InstMtls/RSPInstr/ANHS	204.73
313038	1	ONION MOUNTAIN TECH	InstMtls/SE0thIns/Dstrctwd	50.41
313039	1	ORANGE COUNTY DEPT OF EDUCAT	Serv&Op /Instrctn/MFMS	255.00
313040	1	BUREAU EDUCATION & RESEARCH	Serv&Op /Instrctn/St Edwrđ	215.00
313041	1	TEBOUL-BOITANO, ROXANNE	Serv&Op /Instrctn/JSHS	1,475.40
313042	1	CALSPRA/SAN JOAQUIN COUNTY	Dues&Mmb/Pub Info/Dstrctwd	95.00
313043	1	RANCHO MISSION VIEJO	FieldTrp/Enterprs/HankeyES	750.00
313044	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Concordi	1,191.00
313045	1	SADDLEBACK VALLEY USD	FieldTrp/Instrctn/Moulton	1,515.00
313046	1	SPEECH & LANGUAGE DEVEL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	2,499.00
313047	1	BLIND CHILDRENS LEARNING CTR	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	2,078.00
313048	1	RED ROCK CANYON SCHOOL	Residtl /NPS /Dstrctwd	437.60
313049	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	5,105.00
313050	1	FRIEHLING, JAY AND BERNICE	Residtl /NPS /Dstrctwd	731.80
313051		VOID	VOID	0.00
313052	1	TEACHER SUPPLIES	InstMtls/SDCInstr/Del Obis	229.73
313053	1	APPLE COMPUTER INC	InstMtls/Instrctn/Las Palm	425.61
313054	1	HELEN B TROSS	CnsltNon/SupvAdmn/Dstrctwd	2,400.00
313055	1	FRANCES KRAMER	CnsltNon/SupvAdmn/Dstrctwd	1,200.00
313056	1	HORN IMPROVEMENT MUSIC CENTER	InstMtls/Instrctn/Dstrctwd	1,373.81
313057	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	2,097.36
313058	1	BATTERYEDGE.COM INC	InstMtls/Instrctn/RH Dana	67.45
313059	1	BATTERYEDGE.COM INC	SpplsNonI/Sch Adm /SJHHS	1,201.56
313060	1	PEARSON EDUCATION	InstMtls/Instrctn/Dstrctwd	169.61
313061	1	BARCODEINC	SpplsNonI/Libr&Med/Dstrctwd	471.84
313062	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/RH Dana	16.98
313063	1	NASCO WEST	InstMtls/Instrctn/AVMS	652.79
313064		VOID	VOID	0.00

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PO No.	Fund	Vendor	Description	Amount
313065	1	SANTA MARGARITA FORD	F&ENonIn/Dist Veh/Dstrctwd	23,340.80
313066	1	AWARDS 'N MORE	SpplsNonI/Board /Dstrctwd	117.99
313067	70	CARLOS GUZMAN INC	Serv&Op /Enterprs/Dstrctwd	1,500.00
313068	1	SIMPLER LIFE EMERGENCY	SpplsNonI/Saf&Trng/Dstrctwd	10,501.42
313069	1	LEVENGER	SpplsNonI/Supt /Dstrctwd	43.48
313070	1	STAPLES ADVANTAGE	InstMtls/SE0thIns/Dstrctwd	4.69
313071	1	KRISTALLE	InstMtls/M&OUrOH/MFMS	727.31
313072	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SDCInstr/FNMS	46.28
313073	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/GrgWhite	1,649.00
313074	1	WAL MART L.N.	InstMtls/SDCInstr/Bridges	250.00
313075	1	GOPHER ATHLETIC	InstMtls/Instrctn/CVHS	832.46
313076	1	BRAIN POP LLC	Serv&Op /Instrctn/Kinoshta	1,575.00
313077	1	DEPT OF JUSTICE	Serv&Op /Prsnl:HR/Dstrctwd	15,000.00
313078	1	CALIFORNIA WEEKLY EXPLORER INC	FieldTrp/Instrctn/LF Elem	1,015.00
313079	1	BYTES OF LEARNING INC	SpplsNonI/SE0thIns/Dstrctwd	53.05
313080	1	MAYER-JOHNSON CO	InstMtls/SE0thIns/Dstrctwd	332.17
313081	1	IT'S ELEMENTARY	SpplsNonI/Sch Adm /San Juan	100.54
313082	1	FOLLETT EDUCATIONAL SERVICES	K-8Textb/Instrctn/Dstrctwd	229.18
313083	1	THINKING MAPS INC	InstMtls/Instrctn/Bathgate	999.38
313084	1	DEAFINITELY PROFESSIONAL	Serv&Op /GuidCnsl/Dstrctwd	2,000.00
313085	1	DELL COMPUTER	NonCapEq/Instrctn/RH Dana	878.26
			NonCapEq/GuidCnsl/RH Dana	2,634.78
313086		VOID	VOID	0.00
313087	1	DELL COMPUTER	NonCapEq/Instrctn/Tesoro	2,261.60
313088	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	1,719.27
313089	1	EMPLOYMENT DEVELOPMENT DEPT	SUI : CE/DW Unrst/Dstrctwd	250,000.00
313090	1	PACIFIC AUDIOLOGICS	Serv&Op /HlthServ/Dstrctwd	69,250.00
313091	25	DOLINKA GROUP LLC	Serv&Op /Fac Acq /Dstrctwd	3,000.00
313092	1	ALPEN SPRUCE LLC	Serv&Op /TIS /Dstrctwd	75,000.00
313093	1	CRARY, BRENDA	CnsltNon/PsychSer/Dstrctwd	15,000.00
313094	1	KRANTZ, TRICIA ELIZABETH	CnsltNon/PsychSer/Dstrctwd	15,000.00
313095	1	GARCIA, IRMA	CnsltNon/PsychSer/Dstrctwd	15,000.00
313096	1	ORANGE COUNTY DEPT OF EDUC	Serv&Op /HlthServ/Dstrctwd	2,250.00
313097		VOID	VOID	0.00
313098	1	MACMILLAN/MCGRAW-HILL	K-8Textb/Instrctn/Dstrctwd	1,023.84
313099	1	PEARSON LEARNING	InstMtls/SDCInstr/Dstrctwd	69.93
313100	1	BIO RAD LABORATORIES	InstMtls/Instrctn/SCHS	95.90
313101	13	MONTAGUE COMPANY	Smlequip/FoodServ/SJHHS	128.31
313102	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/FNMS	411.38
313103	1	KEY GOVERNMENT FINANCE INC	Debt Ser/Dbt Serv/Dstrctwd	418,629.89
			Debt-Int/Dbt Serv/Dstrctwd	70,995.71
313104	1	COSTCO S.J.C.	St Rcpts/Undesig /Dstrctwd	67,475.21
313105	1	CULVER-NEWLIN INC	NonCapEq/Instrctn/Cal Prep	2,001.56
313106	1	INTERNATIONAL BACCALAUREATE	Conf:Ins/Instrctn/CVHS	699.00
313107	1	CRAFT RACKETS	InstMtls/Instrctn/ANHS	921.26
313108	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/SMS	43,069.25
313109	1	BOCK, DENNIS	Serv&Op /Instrctn/Stnybrke	2,500.00
313110	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Concordi	2,085.00
313111	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	375.00
313112	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Concordi	1,191.00

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PO No.	Fund	Vendor	Description	Amount
313113	12	SPARKLETTES	SpplsNonI/Sch Adm /Dstrctwd	100.00
313114	1	DICK'S SPORTING GOODS	InstMtls/CurAthlt/Tesoro	1,831.53
313115	1	DICK'S SPORTING GOODS	InstMtls/CurAthlt/Tesoro	258.43
313116	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SE0thIns/Dstrctwd	221.90
313117	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv&Op /Enterprs/Dstrctwd	99.98
313118	1	SKY'S THE LIMIT GROUP INC	Rntl:Oth/Op:Grnds/Dstrctwd	3,000.00
313119	1	DIGITAL NETWORKS GROUP	NonCapEq/Instrctn/VDMMS	1,156.17
			Rnt&Repr/Instrctn/VDMMS	1,679.35
313120	1	DIGITAL NETWORKS GROUP	NonCapEq/Instrctn/VDMMS	9,924.25
313121	1	ONLINE STORES	InstMtls/Instrctn/Marblehd	190.32
313122	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	781.19
313123	69	TRAVIS SOFTWARE	Serv&Op /Enterprs/Dstrctwd	990.00
313124	1	DELL COMPUTER	NonCapEq/Instrctn/Cal Prep	8,849.17
313125	1	WAXIE	SpplsNonI/Custodil/Dstrctwd	363.61
313126	1	DELL COMPUTER	NonCapEq/TIS /Dstrctwd	671.36
313127	1	CAREER CRUISING	InstMtls/SE0thIns/Dstrctwd	595.00
313128	1	MNJ TECHNOLOGIES DIRECT INC	SpplsNonI/TIS /Dstrctwd	110.57
313129	1	CENTRAL DRUG SYSTEM	SpplsNonI/HlthServ/Tesoro	6,815.00
313130		VOID	VOID	0.00
313131	1	DELL COMPUTER	NonCapEq/Instrctn/San Juan	3,513.14
313132	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	671.36
313133	1	CAMCOR INC	InstMtls/Instrctn/San Juan	685.79
313134	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/LF Elem	5,615.21
313135	1	CAMCOR INC	InstMtls/Instrctn/San Juan	49.81
313136	1	CULVER-NEULIN INC	NonCapEq/Instrctn/Cal Prep	815.80
313137	1	PC MALL GOV	NonCapEq/Sch Adm /LF Elem	692.89
313138	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/SCHS	215.28
313139	1	DELL COMPUTER	NonCapEq/Instrctn/LFMS	1,691.38
313140	1	DEL SOL BOOKS	InstMtls/Instrctn/Las Palm	536.29
313141	1	ANDY'S DRYWALL	Rntl:Oth/RR:Bldgs/HankeyES	5,800.00
313142	1	COTO CONSTRUCTION	Rntl:Oth/RR:Bldgs/SCHS	3,970.85
313143	1	AMERICAN TECHNOLOGIES	Rntl:Oth/RR:Bldgs/SCHS	5,520.00
313144	1	DFS FLOORING	Rntl:Oth/RR:Bldgs/Dstrctwd	637.00
313145	1	CALTAC INC	CnsltIns/Instrctn/Dstrctwd	25,000.00
			SubInCon/Instrctn/Dstrctwd	13,622.90
313146	1	STRICKLAND, GERRY	Serv&Op /SE0thIns/Dstrctwd	328.00
313147	1	CAMCOR INC	InstMtls/M&OUnrOH/MFMS	296.81
313148	1	DELL COMPUTER	InstMtls/SE0thIns/Dstrctwd	130.26
313149	1	SAN DIEGO ENERGY EFFICIENT	Rntl:Oth/RR:Bldgs/SMS	1,410.00
313150	1	PARKHOUSE TIRE INC.	Ppl Tran/PuplTran/Dstrctwd	13,400.00
			SpplsNonI/Dist Veh/Dstrctwd	6,600.00
313151	1	OC DIESEL	Rntl:Oth/PuplTran/Dstrctwd	9,054.02
313152	68	MCMAHAN DESK INC	SpplsNonI/Enterprs/Dstrctwd	549.53
313153	1	NETWORK HARDWARE RESALE	SpplsNonI/RR:Bldgs/Dstrctwd	1,413.56
313154	1	CRS INC	NonCapEq/TIS /Dstrctwd	2,022.00
313155	1	OFFICE DEPOT	SpplsNonI/Purch /Dstrctwd	220.00
313156	1	VMWARE INC.	Serv&Op /TIS /Dstrctwd	1,831.51
313157	1	GOV CONNECTION INC	InstMtls/Instrctn/Dstrctwd	1,233.52
313158	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Wagon Wh	400.00
313159	13	SYSCO FOOD SERVICES	Food Dry/FoodServ/Dstrctwd	48,000.00

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313160	1	PACIFIC PLUMBING COMPANY OF	Rntl:Oth/RR:Bldgs/Dstrctwd	12,000.00
313161	1	SIMPLEX GRINNELL LP	Rntl:Oth/RR:Bldgs/SCHS	405.00
313162	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/MFMS	2,726.85
313163	1	PERMA-BOUND	InstMtls/Instrctn/MFMS	214.42
313164	1	NORGREN, RYAN	InstMtls/Instrctn/VarSites	184.05
313165	1	PEARSON EDUCATION	K-8Textb/Instrctn/Dstrctwd	3,602.90
			9-12Text/Instrctn/Dstrctwd	3,602.91
313166		VOID	VOID	0.00
313167		VOID	VOID	0.00
313168	1	NYSTROM-HERFF JONES	InstMtls/Instrctn/LF Elem	2,987.32
313169		VOID	VOID	0.00
313170	1	SPORTSPAGE SOCCER WAREHOUSE	InstMtls/CurAthlt/CVHS	997.77
313171	1	LAMA	InstMtls/Instrctn/LRMS	500.00
313172	1	GUNTHER'S ATHLETIC SERVICE	InstMtls/CurAthlt/Tesoro	6,271.77
313173	1	MNJ TECHNOLOGIES DIRECT INC	InstMtls/RSPInstr/Tesoro	17.42
313174	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/VdelMarE	267.00
313175	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Crn Vlly	500.00
313176	1	LIFETIME MEMORY PRODUCTS INC	InstMtls/RSPInstr/Tesoro	112.06
313177	1	LIVE FREE APPAREL	InstMtls/CurAthlt/CVHS	1,003.59
313178	1	NEFF COMPANY	InstMtls/CurAthlt/ANHS	1,004.57
313179	1	STAPLES ADVANTAGE	SplsNonI/SupvAdmn/Dstrctwd	39.09
313180	1	WAL MART L.N.	InstMtls/SEOthIns/Dstrctwd	666.66
313181	1	MARSHALL MUSIC	InstMtls/M&OUrOH/MFMS	262.85
313182	1	MR. M'S WORLD	InstMtls/Instrctn/FNMS	2,500.00
313183	1	SIMPLEX GRINNELL LP	Rntl:Oth/RR:Bldgs/Tesoro	3,084.18
313184	1	WAL MART L.N.	InstMtls/SEOthIns/Dstrctwd	666.66
313185	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/SCHS	587.88
313186	1	SUPER DUPER INC.	SplsNonI/Spch Aud/Dstrctwd	601.25
313187	1	NASCO WEST	InstMtls/Instrctn/CVHS	55.84
313188	1	APPLE COMPUTER INC	NonCapEq/Instrctn/MFMS	3,323.48
313189	1	PACIFIC SUPPLY COMPANY	SplsNonI/RR:Bldgs/Dstrctwd	2,000.00
313190	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Barcelon	2,178.98
313191	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/San Juan	9,220.00
313192	1	DISCOUNT OFFICE SERVICES	SplsNonI/SupvAdmn/Dstrctwd	3,000.00
313193	1	WHITE CAP INDUSTRIES INC	SplsNonI/RR:Bldgs/Dstrctwd	5,000.00
313194	1	DELL COMPUTER	NonCapEq/Instrctn/Tijeras	1,342.72
313195		VOID	VOID	0.00
313196	1	TROXELL COMMUNICATIONS INC	SplsNonI/Sch Adm /DHHS	28.53
313197	1	EASY GRAMMAR SYSTEMS	Bks&Ref /Instrctn/LF Elem	456.98
313198	1	CALIFORNIA WEEKLY EXPLORER INC	FieldTrp/Instrctn/LadraElm	1,310.00
313199	1	W.B. HUNT CO. INC.	InstMtls/Instrctn/DJAMS	463.33
313200	1	CULVER-NEWLIN INC	InstMtls/Instrctn/DHHS	7,165.38
313201	1	STUDY ISLAND	InstMtls/Instrctn/Tijeras	1,197.10
313202	1	JONES-CAMPBELL CO	InstMtls/Instrctn/DHHS	1,685.21
313203	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Kinoshta	1,744.62
313204	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Las Palm	500.90
313205	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Barcelon	1,500.00
313206	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Palisade	2,010.65
313207	1	VANGUARD FLOORING INC	Rntl:Oth/RR:Bldgs/Lobo	7,735.00

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313208	1	DELL COMPUTER	NonCapEq/Instrctn/LRMS	439.13
			NonCapEq/Instrctn/LadraElm	439.13
313209	1	SAN DIEGO COUNTY OFFICE OF ED	CnfrNonI/SupvAdmn/Dstrctwd	270.00
313210	1	DELL COMPUTER	NonCapEq/Instrctn/LRMS	1,230.55
313211	1	TRABUCO ELEMENTARY SCHOOL	FieldTrp/Enterprs/HankeyES	975.00
313212	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Dstrctwd	9,190.20
313213	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/SupvAdmn/Dstrctwd	125.00
313214	1	OCEAN INSTITUTE	FieldTrp/Instrctn/RH Dana	4,750.00
313215	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	500.00
313216	1	STARFALL EDUCATION	Rnt&Repr/Instrctn/VdelMarE	270.00
313217	1	OCEAN INSTITUTE	FieldTrp/Instrctn/RH Dana	4,750.00
313218	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	2,000.00
313219	1	WUHS	Conf:Ins/SE0thIns/Dstrctwd	600.00
			CnfrNonI/SupvAdmn/Dstrctwd	75.00
313220		VOID	VOID	0.00
313221	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/San Juan	113.00
313222	1	UCI WRITING PROJECT	Conf:Ins/Instrctn/BAMS	200.00
313223	1	PARENT PROJECT INC.	SpplsNonI/SupvAdmn/Dstrctwd	203.58
313224	1	AUDIOVISION	SpplsNonI/Sch Adm /Don Juan	3,699.44
313225	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/DHHS	73.34
313226		VOID	VOID	0.00
313227	1	STAPLES ADVANTAGE	InstMtls/Instrctn/DJAMS	323.24
313228	11	AMERICAN COUNCIL ON EDUCATION	Serv&Op /Instrctn/Dstrctwd	590.00
313229	1	DHARMA TRADING CO	InstMtls/Instrctn/SMS	642.57
313230	1	PEARSON	SpplsNonI/SupvAdmn/Dstrctwd	566.80
313231	1	SCHNEIDER, DONNA	Serv&Op /SE0thIns/Dstrctwd	7,500.00
313232	1	SCHNEIDER, DONNA	Serv&Op /SE0thIns/Dstrctwd	8,300.00
313233	1	LEWIS, ERIC	Serv&Op /SE0thIns/Dstrctwd	1,250.00
			Serv&Op /GuidCnsl/Dstrctwd	1,900.00
313234	1	PEARSON ASSESSMENTS	SpplsNonI/PsychSer/Dstrctwd	2,044.08
313235	1	WESTERN PSYCHOLOGICAL SERVICES	SpplsNonI/PsychSer/Dstrctwd	705.42
313236	1	PSYCHOLOGICAL ASSESSMENT RES	SpplsNonI/PsychSer/Dstrctwd	183.09
313237	1	SAN CLEMENTE ART SUPPLY	InstMtls/Instrctn/VarSites	368.51
313238	1	PEARSON EDUCATION	InstMtls/Instrctn/Lgna Nig	1,246.67
313239	1	EVERYTHING MEDICAL	St Rcpts/Undesig /Dstrctwd	413.76
313240	1	CULVER-NEWLIN INC	InstMtls/Instrctn/LFMS	2,313.24
313241	1	WOODWIND & BRASSWIND	InstMtls/Instrctn/DJAMS	646.50
313242	1	CONCEPTS SCHOOL & OFFICE	SpplsNonI/HlthServ/Lobo	371.21
313243	1	NASCO WEST	InstMtls/Instrctn/SMS	789.86
313244	1	ARROWHEAD CAMUR STAINED GLASS	InstMtls/Instrctn/NHMS	800.33
313245		VOID	VOID	0.00
313246	1	WRIGHT GROUP/MCGRAW-HILL	InstMtls/Instrctn/DJAMS	440.01
313247	1	WESTERN PSYCHOLOGICAL SERVICES	SpplsNonI/HlthServ/Dstrctwd	433.29
313248	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/SCHS	838.81
313249	1	SAN DIEGO COUNTY OFFICE OF ED	CnfrNonI/SupvAdmn/Dstrctwd	45.00
313250	1	GOPHER ATHLETIC	InstMtls/SE0thIns/Dstrctwd	108.40
313251	1	PEARSON ASSESSMENTS	SpplsNonI/HlthServ/Dstrctwd	375.64
313252	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/VdelMarE	846.43
313253	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Palisade	2,400.00
313254	1	KAPLAN SCHOOL SUPPLY	InstMtls/Instrctn/VdelMarE	356.88

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313255	1	OC CAMERA	InstMtls/Instrctn/CVHS	242.38
313256	68	DEPT OF INDUSTRIAL RELATIONS	Serv&Op /Enterprs/Dstrctwd	37,239.39
313257	1	SCHOLASTIC INC	InstMtls/Instrctn/LF Elem	2,267.71
313258		VOID	VOID	0.00
313259	1	PEARSON EDUCATION	SpplsNonI/Spch Aud/Dstrctwd	553.77
313260	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/SCHS	968.36
313261	1	CLASSROOM DIRECT COM LLC	InstMtls/Instrctn/Las Palm	437.25
313262	1	KASEY A KLAPPENBACK	CnsltNon/SupvAdmn/Dstrctwd	2,400.00
313263	1	LAKESHORE LEARNING MATERIALS	SpplsNonI/Sch Adm /Las Palm	999.79
313264		VOID	VOID	0.00
313265	1	BESTGEN, MARY	CnsltIns/Instrctn/Oak Grv	6,828.00
313266	1	BASIC EDUCATIONAL SERVICES	CnsltIns/Instrctn/Dstrctwd	9,637.40
313267	1	CLUB Z IN HOME TUTORING	CnsltIns/Instrctn/Dstrctwd	9,637.40
313268	1	ATS PROJECT SUCCESS	CnsltIns/Instrctn/Dstrctwd	9,637.40
313269	1	PRO-ED	Bks&Ref /SE0thIns/Dstrctwd	16.49
313270	13	ARROW RESTAURANT EQUIPMENT	LrgEquip/FoodServ/Dstrctwd	2,758.40
313271	1	CAMCOR INC	NonCapEq/Instrctn/AVMS	6,506.76
313272	1	IMAGE 2000	InstMtls/Instrctn/Lobo	791.41
313273	1	CAMCOR INC	InstMtls/Instrctn/DHHS	537.66
313274	1	MNJ TECHNOLOGIES DIRECT INC	InstMtls/Instrctn/RH Dana	109.97
313275	1	TIBBITTS, CATHERINE A.	Serv&Op /Instrctn/Dstrctwd	40.00
313276		VOID	VOID	0.00
313277	1	SPEAK, JOHN V	Rnt&Repr/Instrctn/Dstrctwd	400.00
313278	1	CAMCOR INC	InstMtls/Instrctn/MFMS	537.66
313279	1	COMMUNICATIONS USA	InstMtls/Instrctn/LadraElm	46.61
313280	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA Hlth/Dstrctwd	624.00
313281	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA Hlth/Dstrctwd	312.00
313282	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA Hlth/Dstrctwd	156.00
313283	1	MNJ TECHNOLOGIES DIRECT INC	InstMtls/M&OUUnrOH/Las Palm	120.20
313284	1	WEEKLY READER/PUBL & SUB	InstMtls/SE0thIns/Dstrctwd	59.87
313285	1	APPLIED SCHOLASTICS INTL	CnsltIns/Instrctn/Dstrctwd	9,637.40
313286	1	MCGRAW-HILL	InstMtls/Instrctn/Las Palm	1,681.47
313287	1	PROQUEST INFORMATION AND	Serv&Op /Libr&Med/ANHS	1,640.00
313288		VOID	VOID	0.00
313289	1	IRVINE RANCH OUTDOOR EDU CTR	FieldTrp/Instrctn/Lobo	19,890.00
313290	1	PALI MOUNTAIN INSTITUTE	FieldTrp/Instrctn/Tijeras	34,650.00
313291	1	DOHENY STATE BEACH PARK	FieldTrp/Instrctn/Marblehd	100.00
313292	1	SAN DIEGO SUPT. OF SCHOOLS	CnfrNonI/SupvAdmn/Dstrctwd	500.00
313293	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/Sch Adm /Dstrctwd	125.00
313294	11	DISCOUNT SCHOOL SUPPLY	InstMtls/Instrctn/Dstrctwd	130.04
313295	1	CASBO	CnfrNonI/Bus/Fisc/Dstrctwd	150.00
313296	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/Chaparral	59,840.00
313297	1	SLO SELPA	CnfrNonI/SupvAdmn/Dstrctwd	200.00
313298	14	AUTO SHOP EQUIP CO INC	Rntl:Oth/RR:Bldgs/SCHS	2,784.32
313299	1	GENERAL BINDING CORP	NonCapEq/Instrctn/ANHS	853.67
			NonCapEq/CurAthlt/ANHS	853.69
313300	1	STAPLES ADVANTAGE	InstMtls/Instrctn/SCHS	39.39
313301	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Las Palm	250.00
313302		VOID	VOID	0.00
313303	1	PHONAK INC	SpplsNonI/HlthServ/Dstrctwd	41.55

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313304	1	OTICON	SpplsNonI/HlthServ/Dstrctwd	170.85
313305	1	ARROWHEAD WATER	SpplsNonI/CommServ/FRC:AnxI	112.39
313306	1	ESCO EAR SERVICE CORP	Serv&Op /HlthServ/Dstrctwd	402.00
313307	1	NASCO WEST	InstMtls/Instrctn/ANHS	600.00
313308	1	CHEFS TOYS	InstMtls/Instrctn/ANHS	1,000.00
313309	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv&Op /Enterprs/Dstrctwd	99.98
313310	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Chaparral	1,000.00
313311	1	DELL COMPUTER	NonCapEq/Sch Adm /ANHS	1,830.59
313312	1	SCVA	Serv&Op /Enterprs/SMS	85.00
313313	1	ORIENTAL TRADING CO	InstMtls/Instrctn/Marblehd	169.65
313314	1	REALITYWORKS INC	NonCapEq/Instrctn/SCHS	7,536.41
313315	1	PEARSON EDUCATION	SpplsNonI/SupvAdmn/Dstrctwd	564.98
313316	1	PEARSON EDUCATION	SpplsNonI/SupvAdmn/Dstrctwd	2,367.90
313317	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Las Palm	8,718.90
313318	1	WEST COAST ARBORISTS INC.	Rntl:Oth/Op:Grnds/Dstrctwd	25,000.00
313319	1	PACWEST AIR FILTER	SpplsNonI/RR:Bldgs/Dstrctwd	29,000.00
313320	1	ALPHA SOUND AND LIGHTING	SpplsNonI/RR:Bldgs/Dstrctwd	1,000.00
313321	1	YALE CHASE EQUIPMENT AND	Rntl:Oth/RR:Bldgs/Dstrctwd	15,845.50
313322	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/CVHS	4,084.14
313323	1	HAIKU LEARNING SYSTEMS INC	Serv&Op /Instrctn/Cal Prep	900.00
313324	1	ORANGE COUNTY REGISTER	Serv&Op /SupvAdmn/Dstrctwd	127.44
313325	1	BLOCK & COMPANY INC	SpplsNonI/Bus/Fisc/Dstrctwd	182.66
313326	1	UROK LEARNING INSTITUTE	CnsltIns/Instrctn/Dstrctwd	9,637.40
313327	1	ARRIBA EDUCATION	CnsltIns/Instrctn/Dstrctwd	9,637.40
313328		VOID	VOID	0.00
313329	1	CARNEY EDUCATIONAL SERVICES	CnsltIns/Instrctn/Dstrctwd	9,637.40
313330	1	XAMAZE IN HOME TUTORING	CnsltIns/Instrctn/Dstrctwd	9,637.40
313331	1	ACE IT TUTORING POWERED BY	CnsltIns/Instrctn/Dstrctwd	9,637.40
313332	1	SYLVAN LEARNING CENTER OF	CnsltIns/Instrctn/Dstrctwd	9,637.40
313333		VOID	VOID	0.00
313334	1	ACE TUTORING	CnsltIns/Instrctn/Dstrctwd	9,637.40
313335	1	STAPLES ADVANTAGE	SpplsNonI/Custodil/San Juan	144.58
313336	1	TEACH N TUTOR INC	CnsltIns/Instrctn/Dstrctwd	9,637.40
313337	1	FRIENDLY COMMUNITY OUTREACH	CnsltIns/Instrctn/Dstrctwd	9,637.40
313338	1	PROFESSIONAL TUTORS OF AMERICA	CnsltIns/Instrctn/Dstrctwd	25,000.00
			Subagrmt/Instrctn/Dstrctwd	42,461.80
313339	1	VORTEX	Rntl:Oth/PuplTran/Dstrctwd	5,000.00
313340	1	SMART KIDS TUTORING & LEARNING	CnsltIns/Instrctn/Dstrctwd	9,637.40
313341	1	PAXTON/PATTERSON	Serv&Op /Instrctn/DHHS	27,892.24
313342	1	SEHI COMPUTER	SpplsNonI/Sch Adm /Lobo	61.49
313343	1	COUNTY OF ORANGE HEALTH CARE	Serv&Op /Saf&Trng/Dstrctwd	45.00
313344	1	CAMCOR INC	InstMtls/SDCInstr/Crn Vlly	879.40
313345	1	BERTRANDS HORN IMPROVEMENT	InstMtls/Instrctn/SCHS	900.00
313346	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/LRMS	3,367.95
313347	14	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Malcom	5,301.00
313348	14	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Concordi	8,154.00
313349	14	AQUATIC TECHNOLOGIES	Rntl:Oth/RR:Bldgs/ANHS	10,472.00
313350	14	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/BAMS	10,693.90
313351	1	SPORTS FACILITIES GROUP INC	Rntl:Oth/RR:Bldgs/SJHHS	1,975.00
313352	1	AMERICAN TECHNOLOGIES	Rntl:Oth/RR:Bldgs/HankeyES	4,900.00

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2011-12 =====
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PO No.	Fund	Vendor	Description	Amount
313353	1	AMERICAN TECHNOLOGIES	Rntl:Oth/RR:Bldgs/Kinoshta	8,035.00
313354	1	BESAM ENTRANCE SOLUTIONS	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
313355	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/ArroyoMS	5,020.00
313356	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/ArroyoMS	1,721.00
313357	1	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/FNMS	1,442.03
313358	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/GrgWhite	1,643.00
313359	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/LF Elem	3,187.00
313360	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/LFMS	4,499.00
313361	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/FNMS	2,453.57
313362	1	DELL COMPUTER	NonCapEq/Instrctn/LFMS	1,235.91
313363	1	CDWG Inc	SpplsNonI/SupvAdmn/Dstrctwd	37.70
313364	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/Tijeras	5,931.00
313365	1	MCKINLEY EQUIPMENT	Rntl:Oth/RR:Bldgs/SCHS	2,398.79
313366	1	APPLE COMPUTER INC	InstMtls/Instrctn/DHHS	86.14
313367	1	VANGUARD FLOORING INC	Rntl:Oth/RR:Bldgs/NHMS	6,427.56
313368	1	DELL COMPUTER	NonCapEq/Instrctn/Reilly	4,922.20
313369		VOID	VOID	0.00
313370	14	ABOVE ALL NAMES CONSTRUCTION	Rntl:Oth/RR:Bldgs/SCHS	8,143.20
313371	1	DELL COMPUTER	NonCapEq/TIS /Dstrctwd	10,722.66
313372	1	SEAGATE TECHNOLOGY	SpplsNonI/TIS /Dstrctwd	563.86
313373	14	GILBERT & STEARNS INC	Rntl:Oth/RR:Bldgs/SCHS	4,096.02
313374		VOID	VOID	0.00
313375	1	DELL COMPUTER	NonCapEq/TIS /Dstrctwd	6,101.74
313376	1	ARBOR SCIENTIFIC	InstMtls/Instrctn/SCHS	531.31
313377	1	STROUPE, ERIC	Serv&Op /Instrctn/JSBS	1,738.77
313378	1	DISCOUNT OFFICE ITEMS	InstMtls/Instrctn/SCHS	437.68
313379	1	COUSIN'S CONCERT ATTIRE	InstMtls/Instrctn/LFMS	2,307.19
313380	1	ACTION LEARNING SYSTEMS INC	Conf:Ins/Instrctn/Las Palm	900.00
313381	1	NEFF COMPANY	InstMtls/CurAthlt/ANHS	266.49
313382	1	GET READY GEAR	SpplsNonI/Sch Adm /Don Juan	40.41
313383	1	LIBERTY CLASSICS INC	SpplsNonI/Instrctn/SCHS	238.88
313384	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/CanViste	2,467.00
313385	1	LRP PUBLICATIONS	CnfrNonI/SupvAdmn/Dstrctwd	4,180.00
313386	14	AMERICAN TECHNOLOGIES	Rntl:Oth/RR:Bldgs/SCHS	9,275.00

480 Purchase Orders \$3,854,423.20

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Warrant Number	Name of Payee	Reference Number	Amount
169122	MACMILLAN PUBLISHING USA	PO-312420	490.46
169123	MACMILLAN/MCGRAW-HILL	PO-311973	1,996.49
169124	MARKERBOARD PEOPLE	PO-311899	180.00
		PO-312266	1,320.00
169125	MASTER TEACHER, THE	PO-311623	321.00
169126	MAYER-JOHNSON CO	PO-311522	25.00
169127	MCGRAW-HILL COMPANIES	PO-312024	800.88
		PO-312202	224.79
169128	MCMAHAN DESK INC	PO-311752	1,428.77
169129	MEDCO SUPPLY COMPANY	PO-312440	146.17
169130	MEDCO SUPPLY INC	PO-311641	3,578.75
169131	MERCURY DISPOSAL SYSTEM INC.	PO-310600	479.94
169132	MNJ TECHNOLOGIES DIRECT INC	PO-311763	1,526.95
		PO-312257	4,111.20
169133	NASCO WEST	PO-311892	24.93
		PO-312712	454.28
169134	NORTHERN SPEECH SERVICES INC	PO-312500	383.38
169135	OLIVER & ANDY'S BOOK CO	PO-312351	103.60
169136	ORIENTAL TRADING CO	PO-312074	65.99
		PO-312123	36.98
		PO-312412	49.98
		PO-312430	96.99
		PO-312562	30.99
169137	OTICON	PO-310156	1,251.97
169138	PAXTON/PATTERSON	PO-312146	17,343.87
169139	PC MALL GOV	PO-311036	5,365.50
169140	PEPPER-LOS ANGELES, J W	PO-312661	739.33
169141	PERFECT SEAL LABORATORIES	PO-310074	31.45
		PO-310281	56.30
169142	PERMA-BOUND	PO-311080	38.12
		PO-312021	1,495.29
		PO-312352	673.94
		PO-312417	1,656.97
169143	PHONAK INC	PO-311561	8,311.40
		PO-311562	9,791.84
169144	PLAY & PARK STRUCTURES	PO-311756	102.31
169145	POCKET FULL OF THERAPY	PO-311875	51.35
169146	PRAXAIR	PO-310550	37.00
169147	PRO-ED	PO-311906	1,353.00
		PO-312072	39.60
		PO-312294	68.20
		PO-312410	179.30
		PO-312578	596.20
		PO-312580	192.50
169148	PROGRESS PUBL	PO-310044	806.35

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Warrant Number	Name of Payee	Reference Number	Amount
169149	SMART & FINAL	PO-310140	215.20
		PO-310142	215.42
		PO-310399	66.73
		PO-312439	40.77
169150	PC MALL GOV	PO-312117	58.53
169151	MCMAHAN DESK INC	PO-311740	274.76
		PO-311749	274.76
		PO-311806	320.02
		PO-312161	320.02
		PO-312162	274.76
169152	JOHN V. SPEAK	PO-310131	76.94
169153	MOBILE COMM REPAIR INC	PO-310582	2,439.28
169154	MOBILE FLEET WASH	PO-310581	923.00
169155	NEUPAC RESOURCES INC	PO-312708	808.40
169156	ORANGE CTY PUMP CO	PO-312444	1,656.19
169157	PARKHOUSE TIRE INC.	PO-310576	1,551.41
169158	PEARSON EDUCATION	PO-310872	94.23
169159	PRECISION SPEEDOMETER SR	PO-310549	422.25
169160	RINCON TRUCK PARTS	PO-310575	546.24
169161	SEHI COMPUTER	PO-310110	649.73
169162	SOUTH COAST FAMILY MEDI CENTER	PO-310467	750.00
		PO-310783	105.00
169163	SPARKLETTS	PO-311281	15.78
169164	SUPPLY LINE BUILDING MATERIALS	PO-310176	51.18
169165	TROXELL COMM INC	PO-312204	99.67
		PO-312251	278.00
169166	TRUCPAR CO	PO-310570	410.04
169167	TUTTLE-CLICK FORD	PO-310571	3,995.07
169168	UNITED COMMUNICATION SYSTEMS	PO-312103	2,968.95
169169	VIDEO COMMUNICATIONS	PO-312874	140.15
169170	VISTA PAINT CORP	PO-310170	56.13
169171	WAXIE	PO-310363	2,174.34
169172	WHITE CAP INDUSTRIES INC	PO-310317	135.02
169173	WOODWIND & BRASSWIND	PO-310129	185.19
		PO-312148	81.71
169174	CR&R INCORPORATED	PO-312160	2,332.60
169175	MOULTON NIGUEL WATER	PO-310358	8,530.14
169176	SAN DIEGO GAS & ELECTRIC	PO-310354	42,126.28
169177	SANTA MARGARITA WATER	PO-310357	2,402.45
169178	SO CAL GAS CO	PO-310352	1,425.36
169179	ADAMS, KARA	PV-121795	374.29
169180	BANH, JULIE/NAM	PV-121797	857.80
169181	BARNARD, ERIC & JENNIFER	PV-121798	97.59
		PV-121799	118.50

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
169182	BECERRIL, ARTURO OR BLANCA	PV-121801	80.19
		PV-121802	64.91
169183	BERGMAN, TODD	PV-121803	126.12
169184	BIRTCH, RANDY OR LAURA	PV-121804	284.85
169185	BOYD, VALERIE	PV-121805	125.08
169186	BOYER, DAVID OR MELISSA	PV-121806	54.00
169187	BRESSLER, ERIC & KATHY	PV-121807	193.98
		PV-121808	239.63
169188	CAPAY, PONCIANO OR MARIA	PV-121809	160.24
169189	CONDIE, ERIC OR CHARLOTTE	PV-121810	285.05
169190	CROWE, ROBERT AND/OR VIRGINIA	PV-121811	191.14
169191	CROWELL, BRIDGETTE	PV-121813	664.33
169192	CUHADAROGLU, MEHMET OR BELGIN	PV-121814	1,174.38
169193	DICK, CRAIG OR BILLIE	PV-121815	220.93
169194	DIXON, KEN OR SHAUNA	PV-121816	387.59
169195	DOMINGUEZ, SOPHIA	PV-121817	157.58
169196	EASTMAN, STEPHEN OR TARA	PV-121819	255.48
169197	FOLZ, WILLIAM OR JESSICA	PV-121820	145.45
169198	GORDON, DEBRA L	PV-121818	303.27
169199	GUZMAN GARCIA, OMAR	PV-121821	287.72
169200	HALL, SHANELLE	PV-121822	174.05
169201	HAMEED, SHAWN	PV-121823	269.93
169202	HARRAMAN, RUSSEL & IVANA	PV-121824	211.35
169203	HENRY, SAMANTHA	PV-121825	218.65
169204	HOEL, DAVID OR JILL	PV-121826	253.92
169205	HOGGATT, ROBERT/VERONICA	PV-121827	241.49
169206	HYLTON, CHRIS OR HERMINIA	PV-121828	195.01
169207	JAMES, JUSTIN & ARLEN	PV-121829	93.71
169208	JENSEN, CHRISTIAN OR SANDRA	PV-121830	110.49
169209	KARPUS, DAVID OR MARY	PV-121831	582.75
169210	KEENE, SEAN OR TIFFANY	PV-121832	110.49
169211	LAW, YUET	PV-121833	204.57
169212	LIDDLE, DREW & LESLIE	PV-121834	187.65
		PV-121835	151.90
169213	LOUIE, DARRYL OR CATHERINE	PV-121836	438.45
169214	LUNA, THEODORE OR MANDY	PV-121837	303.69
169215	LUNA-BARKLAGE, LETICIA	PV-121796	213.68
169216	MACNAMARA, DAN OR ALICIA	PV-121838	278.87
169217	MAISENBACHER, MATT OR VANESSA	PV-121839	99.14
169218	MC EACHRAN, KYLE OR MELISSA	PV-121840	266.96
169219	MC KEAGUE, JOHN & SHARON	PV-121841	402.49
169220	MYERS, JEANEENE/RUSTY	PV-121842	221.45
169221	PETERSEN, DAVID OR LORIE	PV-121843	125.21
		PV-121844	164.34
169222	REDING, CLARE & SHAD	PV-121845	57.68

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Warrant Number	Name of Payee	Reference Number	Amount
169223	REYNOLDS, SUSAN	PV-121846	147.85
169224	ROLING, ROGER OR MIKAIL	PV-121847	361.86
169225	ROSENBERRY, DONALD OR KELLY	PV-121848	162.24
169226	SADEK, SCOTT & MARY	PV-121849	306.83
169227	SIKSEK, AHMAD	PV-121850	173.60
169228	STEBENNE, STUART/LISA	PV-121851	153.85
169229	VAN EKELENBURG, DEL OR NOOSHIN	PV-121852	68.40
169230	WAREZAK, BRAD OR MICHELLE	PV-121853	170.21
169231	WILLIAMS, GINI	PV-121854	74.33
169232	ZABALA, DANIEL & JACQUELINE	PV-121855	159.22
169233	BRUNTON, MICHELLE	PV-121857	103.23
169234	BUCKMAN, JENNIFER	PV-121858	48.28
169235	CARLISLE, TERESA	PV-121859	58.83
169236	CARTER, SHEREE	PV-121860	27.75
169237	CHACO, MARISSA	PV-121861	23.31
169238	CUNNINGHAM, CHADWICK	PV-121862	125.99
169239	DANNA, MARY	PV-121863	27.75
169240	DIXON, AURORA	PV-121864	72.15
169241	ELKINS, KAREN	PV-121865	253.08
169242	ELLIOTT, CHRISTIE	PV-121866	13.32
169243	ELLIS, SHAWNA	PV-121867	331.89
169244	FERGUSON, ERIN	PV-121868	334.11
169245	GELLER, DIANE	PV-121869	51.62
169246	GERLING, SUSAN	PV-121870	43.29
169247	GOFORTH, KRISTYN	PV-121871	112.11
169248	GRAY, LISA	PV-121872	220.34
169249	HAACH, KATHI	PV-121874	179.82
169250	HANRATTY-RAJA, JENNIPHER	PV-121873	18.87
169251	HIGHTOWER, SHERLIN	PV-121875	142.08
169252	HOWARD, ANDREA	PV-121876	192.03
169253	JERZ, SARAH	PV-121877	273.62
169254	JUDITH S. BRADLEY	PV-121856	47.18
169255	KIMINAS, ANTHONY	PV-121878	214.23
169256	KLISTER, PAMELA	PV-121879	97.13
169257	MARCUS, BRUCE	PV-121880	257.52
169258	MITCHELL, KAREN P	PV-121881	138.75
169259	NASON, KIM	PV-121882	101.57
169260	O'KANE, MONIKA	PV-121883	94.35
169261	PERSONS, JEFFREY	PV-121884	39.96
169262	PETERSON, DEBRA	PV-121885	109.34
169263	STIRLING, ROBERT	PV-121886	346.88
169264	STORY, VIRGINIA	PV-121887	129.32
169265	SUNICO, MA REGINA	PV-121888	176.49
169266	THORNBURG, QUIN	PV-121889	92.69
169267	TUCKER, MARYANN	PV-121890	119.88

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Warrant Number	Name of Payee	Reference Number	Amount
169268	VERDUGO, ANNIE	PV-121891	87.69
169269	WENTZEL, KORY	PV-121892	168.72
169270	WIEDEMAN, LORI	PV-121893	394.61
169271	WYNNE, LAUREN	PV-121894	83.25
169272	HAUN, BARBARA	PV-121897	166.50
169273	HERNANDEZ, MARLO	PV-121898	76.59
169274	HILL, DAWN	PV-121899	175.38
169275	HIRCHAG, REBECCA S	PV-121900	72.15
169276	IMSLAND, TRACEY	PV-121901	49.95
169277	JIMENEZ, DENISE	PV-121902	145.41
169278	KAPLAN, PAUL M	PV-121903	30.53
169279	KOPELSON, KATHLEEN	PV-121904	246.42
169280	KROGMAN, DEBRAH	PV-121905	31.08
169281	LAIDLEY, JOANIE	PV-121906	711.51
169282	MANDERBACH, KAREN	PV-121907	101.01
169283	MANNAERT, BREE	PV-121908	156.51
169284	MCKEE, DANISE	PV-121909	185.37
169285	MENDEL, LINDA	PV-121910	260.30
169286	MILLER, MARIE T.	PV-121911	177.60
169287	MORAND, CARA	PV-121912	98.79
169288	MORRIS, LINDSEY	PV-121913	43.29
169289	NAPORA, NOELLE	PV-121914	117.11
169290	PANNING LA BATE	PV-121915	34.97
169291	RASHIDI, AKRAM KIM	PV-121916	78.26
169292	SAUER, PATRICIA J	PV-121917	137.64
169293	SCHOOLER, DEBORAH	PV-121918	270.84
169294	SMITH, ANNE	PV-121919	248.64
169295	SOLTIS, PAMELA	PV-121920	275.84
169296	TERHUNE, CYNTHIA	PV-121921	207.57
169297	TUNULI, JESSICA	PV-121922	278.61
169298	WESTON, KELLY	PV-121923	112.67
169299	WHALEN, ANDREA	PV-121924	122.10
169300	WOLFSON, DONNA	PV-121925	261.41
169301	DISCOUNT OFFICE SERVICES	PO-310149	91.55
		PO-310151	43.69
		PO-310945	48.95
		PO-311685	
169302	W W GRAINGER INC	PO-312360	20,665.37
169303	AAA ELECTRIC MOTOR SALES	PO-310238	1,168.59
169304	ACCREDITING COMM F/SCHLS	PO-311143	3,024.00
169305	ALISO NIGUEL AUTO CARE	PO-310569	1,453.89
169306	ALISO VIEJO AUTO SERVICE	PO-310568	748.01
169307	BEACH CITIES GLASS	PO-310572	407.32
169308	BUSWEST	PO-311681	382.72
169309	C & L CUSTOM LETTERING	PO-312964	1,457.13

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Warrant Number	Name of Payee	Reference Number	Amount
169310	CAL-STATE AUTO PARTS INC	PO-310595	1,784.14
169311	CAPISTRANO GOLF CARS	PO-310323	395.70
		PO-310349	2,715.98
169312	CHENG & TSUI CO INC	PO-310882	2,292.35
169313	CHEVROLET OF IRVINE	PO-310593	704.89
169314	CREATIVE CONTRACTORS CORP	PO-306075	450.00
		PO-311797	850.00
		PO-312729	950.00
169315	CULVER-NEWLIN INC	PO-312355	250.36
169316	DA CAPO MUSIC	PO-312672	498.93
169317	FLEET SERVICE SPECIALIST LLC	PO-311744	7,018.66
169318	FLINN SCIENTIFIC INC	PO-312714	417.54
169319	FREEWAY AUTO SUPPLY & MACHINE	PO-310529	229.32
169320	FRICTION MATERIALS CO.	PO-310588	4,487.44
169321	GANAHL LUMBER	PO-310334	2,472.68
169322	HAAN CRAFTS	PO-310190	262.50
169323	HANDWRITING W/O TEARS	PO-312415	900.50
		PO-312629	1,127.57
169324	HIRSCH PIPE & SUPPLY	PO-310310	1,019.94
169325	INTERSTATE BATTERIES	PO-310587	673.10
169326	IRONMAN	PO-311207	750.00
169327	LAGUNA NIGUEL CHAMBER OF	PO-312963	125.00
169328	LAWNMOWERS ETC	PO-310327	2,350.48
169329	LOCAL JANITORIAL & VACUUM	PO-310289	147.81
		PO-312915	1,052.53
169330	CONSOLIDATED ELECT DISTR	PO-310545	2,960.82
169331	CAPISTRANO UNIFIED SCHOOL DIST	PO-310247	53,054.85
169332	RELIANCE STANDARD LIFE INS CO	PO-310008	13,726.75
169333	ALLEN, MELISSA	PV-121926	9.44
169334	AVILA, THERESE	PV-121927	76.04
169335	BEAUCHAINE, KIMBERLY	PV-121928	170.94
169336	BRANNON, DESIREE	PV-121929	148.74
169337	CAMPBELL, MEGAN	PV-121930	42.18
169338	CROSS, MINDY	PV-121931	228.66
169339	DAGLEY, JEANA	PV-121932	173.72
169340	DANNA, MARY	PV-121933	55.50
169341	DIXON, AURORA	PV-121934	22.20
169342	EXWORTHY, MARK	PV-121935	385.73
169343	FARRAND, MONA	PV-121936	69.93
169344	GONG, PHOEBE	PV-121938	293.60
169345	HALL, SHEILA	PV-121939	203.69
169346	HANAFORD, LAURA	PV-121940	94.91
169347	HARMAN, NANCY	PV-121941	204.80
169348	HARVEY, LAUREN	PV-121942	157.07
169349	HEUSER, RACHEL	PV-121944	331.89

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Warrant Number	Name of Payee	Reference Number	Amount
169350	HIGHTOWER, SHERLIN	PV-121946	87.69
169351	HOGBIN, RICH	PV-121956	135.42
169352	JACOBS, ALLISON	PV-121957	64.38
169353	KAROLYS, ANDREA	PV-121960	272.09
169354	STEVE GELSINGER	PV-121937	106.01
169355	CALIFORNIA WEEKLY EXPLORER INC	PO-312936	1,610.00
		PO-312938	950.00
169356	OCEAN INSTITUTE	PO-312914	2,760.00
		PO-312988	3,190.00
169357	MOBILE MODULAR	PO-311229	610.00
169358	BECKLEY, SHELLEY	PV-121962	808.40
169359	BOES, ALISAN	PV-121959	683.32
169360	BYERS, BARBARA	PV-121955	787.62
169361	CHAMBERLAIN, DAVID	PV-121961	716.52
169362	CHEN, MELISSA	PV-121958	769.86
169363	DIETSCH, JOCELYN	PV-121971	2,656.65
169364	ERVAIS, MEG	PV-121965	494.18
169365	GUARINO, JODY	PV-121963	154.29
		PV-121964	77.15
169366	HEUSER, RACHEL	PV-121954	41.07
169367	JEAN, AMANDA	PV-121950	187.00
169368	JOCHAM, SARA	PV-121973	318.42
169369	KUBBA, DINA	PV-121949	444.66
169370	MANGIAPANE, ELYSE	PV-121947	100.00
169371	MARTIN, ANGELA	PV-121967	1,623.10
169372	MEISSNER, ANDREA	PV-121968	36.08
169373	MENDEL, LINDA	PV-121953	55.00
169374	NOLAN, CATHERINE	PV-121977	787.62
169375	PALMER, EVA	PV-121952	54.99
169376	PATTEE, TANYA	PV-121975	70.17
169377	PATTERSON, DEBBIE	PV-121948	147.73
		PV-121951	45.00
169378	PECK, LINDSAY	PV-121943	626.52
169379	RIACH, THOMAS	PV-121970	334.51
169380	SCHREIMAN, COURTNEY	PV-121945	779.82
169381	SIGAFOOS, KATHLEEN	PV-121966	250.00
169382	SOTO, ANTONIO E.	PV-121972	1,831.53
169383	STRICKLAND, GERRY	PV-121969	608.85
		PV-121974	70.17
169384	AUGUSTIN EGELSEE LLP	PO-312977	6,500.00
169385	SAMUELIAN, ROBERT AND SHERI	PO-312436	57,100.00
169386	ALVARADO, CYNTHIA	PV-121984	497.40
169387	BOYER, DAVID OR MELISSA	PV-121981	63.01
169388	CAPAY, PONCIANO OR MARIA	PV-121980	163.62
169389	CASBO/CENTINELA SOUTH BAY C/O	PO-312807	70.00

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169390	LOVETT, CAMERON	PV-121985	852.37
169391	MICHEL, WALTER &/OR NANCY	PV-121979	160.35
		PV-121986	123.04
169392	NEW HORIZONS	PO-312651	395.00
169393	NvLS PROFESSIONAL SERVICES LLC	PO-312461	9,000.00
169394	REYNOLDS, SEAN & SUSAN	PV-121982	138.28
169395	WAREZAK, BRAD OR MICHELLE	PV-121983	120.14
		PV-121987	634.84
169396	CAMPCO	PV-121989	3,733.98
169397	H2O SPOT	PV-121988	4,312.00
169398	SC BASEBALL	PV-121990	6,590.00
169399	COMMERCIAL FENCE & IRON WORKS	PO-312060	3,089.00
169400	CONSOLIDATED ELECT DISTR	PO-310545	1,441.49
169401	PACIFIC ROOFING SYSTEMS	PO-311812	4,497.00
169402	CAPISTRANO UNIFIED SCHOOL DIST	CM-120076	9.19-
		PO-310247	34,099.21
169403	CITY OF SAN JUAN CAPISTRANO	PO-310360	6,305.57
169404	MOULTON NIGUEL WATER	PO-310358	3,437.25
169405	ORANGE CTY DEPT EDUC	PO-311189	4,615.64
169406	SAN DIEGO GAS & ELECTRIC	PO-310354	71,015.52
169407	SANTA MARGARITA WATER	PO-310357	3,793.18
169408	SO CAL GAS CO	PO-310352	2,357.67
169409	SO COAST WATER DIST	PO-310355	8,045.71
169410	SOUTHERN CALIFORNIA EDISON	PO-310353	3,937.76
169411	BLX GROUP LLC	PO-312778	517.50
		PO-312779	607.50
169412	AUTISM BEHAVIOR CONSULTANTS	PO-311062	7,390.50
169413	BERRY, SCOTT AND/OR JAIME	PO-312966	193.50
169414	CARES	PO-311063	170.12
169415	CENTER FOR AUTISM &	PO-311557	490.77
		PO-311947	1,375.34
		PO-311948	571.94
169416	DANIEL, JASON & RUTHIE	PO-310767	1,069.00
169417	DEVEREUX TEXAS TREATMENT	PO-310061	2,644.74
169418	DEVEREUX TEXAS TREATMENT	PO-310274	2,447.28
169419	ENNICO, RODDY AND/OR LORRAINE	PO-311073	146.39
169420	FARIBORZ, SURUR FAZELI	PO-312272	364.56
169421	FRIEHLING, JAY AND BERNICE	PO-310265	731.80
169422	GOODWILL INDUSTRIES	PO-310496	15,570.00
		PO-312159	150.00
169423	HERITAGE CENTER	PO-310273	8,964.48
169424	JANNEY, MICHAEL & VANESSA	PO-311773	660.00
169425	LANGUAGE NETWORK	PO-311914	618.75
		PO-311996	300.00

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169426	LEISURE CARE NURSES REGISTRY	PO-310047	6,137.00
		PO-312947	1,444.00
169427	LLOYD, KERRIE AND/OR JAMES	PO-312968	425.30
169428	MAXIM HEALTHCARE SERVICES	PO-310046	9,545.00
169429	MC ILVAIN, PATRICK & STEPHANIE	PO-311082	719.28
169430	MCCOY, MICHAEL AND PAM	PO-311005	703.12
169431	ORANGE CTY DEPT EDUC	PO-311398	339,475.00
169432	ORANGE CTY TESTING SERV	PO-310768	100.00
169433	PATTERSON, PAMELA	PO-310764	5,497.29
169434	PAUL ALAN DORES	PO-310500	2,000.00
169435	RED ROCK CANYON SCHOOL	PO-313048	437.60
169436	ROZENBERG, ABBY	PO-310276	1,500.00
169437	SAMUELIAN, ROBERT AND SHERI	PO-312434	6,169.56
169438	SPEECH & LANGUAGE DEVEL	PO-310614	4,062.38
		PO-310621	3,879.00
		PO-310622	5,449.50
		PO-310623	5,291.13
		PO-312064	5,734.75
169439	DISCOUNT OFFICE SERVICES	PO-312957	118.46
169440	JOHNSTONE SUPPLY	PO-312443	1,069.35
169441	W W GRAINGER INC	PO-312360	127.38
		PO-312950	25,138.53
169442	LAKESHORE LEARNING MATLS	PO-311362	1,318.14
169443	KELLMAN, KATHLEEN	PV-121998	189.26
169444	KIMMELL-CAMOIA, JULIE	PV-121999	325.79
169445	LEWIS, DAWN	PV-122001	42.74
169446	MALONE, JULEE	PV-122002	240.87
169447	MATIENZO, NINA RIE	PV-122004	130.98
169448	MCAULIFFE, CAROL	PV-122005	128.21
169449	METTERT, LISA M	PV-122006	135.98
169450	MOORE, LANEI	PV-122007	56.06
169451	MORROW, ELYSE	PV-122008	202.58
169452	PEREZ, VIRGINIA	PV-122009	49.95
169453	PINKERTON, DAN	PV-122010	174.27
169454	RAFF, DEIDRE	PV-122011	192.59
169455	RICHTSMEIER, AUNDREA	PV-122012	43.89
169456	RODRIGUEZ, MICHELLE	PV-122013	134.31
169457	SHERRIE, LORRAINE	PV-122015	25.53
169458	STRICKLAND, GERRY	PV-122016	125.43
169459	STYLES, KAREN	PV-122017	198.17
169460	WALTERS, ELAINE	PV-122018	73.26
169461	WEIS-DAUGHERTY, DENISE	PV-122019	135.42
169462	WOBST, JUDY	PV-122020	11.10
169463	YOTA, DENISE	PV-122021	113.22
169464	PEREZ, VIRGINIA	PV-122009	118.77

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169465	SANDERS, LORNA L	PV-122014	53.28
169466	AAA ELECTRIC MOTOR SALES	PO-310238	128.53
169467	ACADEMIC INDUSTRIES MATHTOOLS	PO-312766	198.00
169468	ANAHEIM BAND INSTRUMENTS	PO-312954	1,697.06
169469	ASSOC BUSINESS PRODUCTS	PO-310231	250.52
169470	BAILEY POTTERY EQUIPMENT CORP	PO-311375	13,139.00
169471	BEE MAN	PO-310294	820.00
169472	CLEAN ENERGY	PO-310592	10,218.82
169473	COMMUNICATIONS USA	PO-312397	297.43
169474	CONTINENTAL BOOK COMPANY INC	PO-312292	725.20
169475	COOLE SCHOOL	PO-312737	169.00
169476	DOHENY BUILDERS SUPPLY	PO-310308	642.19
169477	DUNN-EDWARDS CORP	PO-310333	878.74
169478	ENABLING DEVICES	CL-011185	118.95
169479	FEDERAL EXPRESS CORP	PO-310134	478.90
169480	FOLLETT LIBRARY RESOURCES	PO-311365	94.91
169481	GANAHL LUMBER	PO-310309	285.61
		PO-310334	3,422.37
169482	GOPHER ATHLETIC/SPORTS	PO-311933	475.60
		PO-312691	163.20
		PO-312692	999.20
		PO-312735	404.50
169483	Greg Larson	PO-312474	331.82
169484	HORN IMPROVEMENT MUSIC CENTER	PO-310130	1,038.02
169485	IDEXX LABORATORIES	PO-312973	381.46
169486	IMAGE 2000	PO-310338	212.50
		PO-311415	857.56
169487	JANELLE PUBLICATIONS INC	PO-312763	214.50
169488	JOHN DEERE LANDSCAPES	PO-310326	703.20
169489	KAPLAN EARLY LEARNING CO.	PO-310489	276.70
169490	KELLY PAPER COMPANY	PO-310113	1,637.19
169491	KNORR SYSTEMS INC	PO-312109	921.68
169492	LRP PUBLICATIONS	PO-312756	33.40
169493	AMERICAN BOOK COMPANY	PO-312740	190.29
169494	DISCOUNT SCHOOL SUPPLY	PO-312581	191.57
169495	EDUCATIONAL TESTING SERVICE	PO-312739	1,938.09
169496	EXECUTIVE ENVIRONMENTAL SVCS	PO-312925	3,726.61
169497	JOHN V. SPEAK	PV-121993	15.78
169498	MENTORING MINDS	PO-311598	545.72
		PO-311872	134.58
169499	MOORE'S SEWING MACHINE	PO-310164	90.08
169500	MS3 MARKETING	PO-312264	521.51
169501	NATIONAL CONTROLS INC	PO-310199	448.65
169502	NCS PEARSON	PO-311712	12,226.58
169503	ONE STOP BINDERY	PO-312709	549.00

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169504	OVER NIGHT NUMBERING	PO-310125	243.50
169505	PACWEST AIR FILTER	PO-310342	15,238.20
169506	PC MALL GOV	PO-311870	41.59
169507	PEARSON	PV-121991	9,979.60
169508	PEARSON ASSESSMENTS	PO-312121	57.65
169509	PEARSON EDUCATION	PO-310961	1,530.11
		PO-312495	942.27
169510	PITNEY BOWES/PRESORT SERVICES	PO-310127	145.88
169511	PRAXAIR	PO-310192	1,163.53
169512	PREMIERE WATER SERVICES	PO-310162	1,025.00
169514	SAFETY KLEEN CORP	PO-311146	363.70
169515	SCOTT FORESMAN	PO-310846	16,587.82
		PO-310930	2,318.03
		PO-310931	2,318.03
		PO-311517	973.63
		PO-312007	892.49
169516	SIMPLEX GRINNELL LP	PO-310708	1,085.00
		PO-310738	5,950.00
		PO-311442	1,533.96
169517	SKYLINE PEST CONTROL	PO-312775	8,880.00
169518	SMARDAN SUPPLY COMPANY	PO-310348	2,424.38
169519	SMART & FINAL	PO-310399	125.36
		PO-312723	899.06
169520	SOCCER MASTER TEAM DEPT	PO-312736	1,670.63
169521	SOUTH COAST ANSWERING SERVICE	PO-310178	214.38
169522	SOUTH COAST FAMILY MEDI CENTER	PO-310467	955.00
		PO-310783	350.00
169523	SPICERS PAPER CO	PO-310277	892.04
169524	SPORTS FACILITIES GROUP INC	PO-312387	3,018.19
169525	SUPPLY LINE BUILDING MATERIALS	PO-310176	23.95
169526	THYSSENKRUPP ELEVATOR CORP	PO-310346	420.00
169527	TRAFFIC CONTROL SERVICE	PO-310173	576.81
169528	TRITON AIR INC	PO-312837	515.62
169529	UNIQUE SWEEPING	PO-310559	252.00
169530	VERIZON WIRELESS	PO-311033	259.25
169531	WATERLINES TECHNOLOGIES INC	PO-310344	1,348.07
169532	WEST COAST ARBORISTS INC.	PO-312260	5,088.00
169533	WESTERN GRAPHIX	PO-310169	350.00
169534	WHITE CAP INDUSTRIES INC	PO-310317	979.45
169535	WOODBURN PRESS	PO-311951	156.27
169536	REMOTE LEARNER.NET	PO-313023	895.00
169537	SMART & FINAL	PO-312274	371.33
169538	COMMUNITY ROOTS	PO-311308	42,477.00
169539	Capistrano Connections Academy	PO-311335	566,303.00
169540	JOURNEY CHARTER SCHOOL	PO-312227	94,877.00

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169541	OPPORTUNITY FOR LEARNING	PO-311334	61,491.00
169542	OXFORD ACADEMY	PO-311336	196,402.00
169543	ACSI	PO-312907	3,802.00
169544	APPLE COMPUTER INC	PO-312609	624.95
169545	CA STATE CEC	PO-312892	425.00
169546	CMC MATH	PO-312283	380.00
		PO-312371	150.00
169547	DELL FINANCIAL SERVICES	PO-311934	16,061.40
169548	DELL MARKETING L P	PO-312622	663.04
169549	KENDER, GREGORY OR TINA	PV-122022	86.31
169550	LOZANO SMITH	PO-312150	75.00
169551	LOZANO SMITH	PO-312189	450.00
169552	NYE, ROB	PV-122023	254.40
169553	SCHOOL SERVICES OF CALIF	PO-311925	175.00
169554	ANTON DILLON, SUNY	PV-122049	42.00
169555	ARROYO VISTA PTA	PV-122046	15,600.00
169556	BOHUSLAVIZKI, TAMMI	PV-122047	82.00
169557	CUMMINGS, STERLING	PV-122048	70.00
169558	FAROOQI, AASHIR	PV-122052	83.00
169559	FORSTER RANCH EDUCATION	PV-122054	100.00
169560	HALL, DAVID	PV-122055	90.20
169561	HARRIMAN, JAMIE	PV-122056	77.00
169562	HARRINGTON, GARRETT	PV-122057	158.00
169563	HU, JASON	PV-122059	60.00
169564	IRELAND, STEVEN H	PV-122060	12.82
169565	LIND, HENRY	PV-122063	80.00
169566	MEJER, KODIE	PV-122065	80.00
169567	MELVIN, ALEXANDER	PV-122067	84.00
169568	PAOLELLA, PAIGE	PV-122068	77.00
169569	PATTERSON, ASHLEY	PV-122069	80.00
169570	SCHARFF, CARLEE	PV-122070	8.00
169571	SCOTT, CONNIE	PV-122071	91.01
169572	SHIPLEY, LISA	PV-122078	364.00
169573	SOTELO, DANIELLE	PV-122073	47.00
169574	STODDARD, AFRICA	PV-122074	16.00
169575	STOKER, BARBARA	PV-122075	80.00
169576	STRANGE, AARON	PV-122072	173.00
169577	STRICKLAND, GERRY	PV-122076	328.00
169578	WORTMAN, CELIA	PV-122079	9.69
169579	EKUAN, LILY	PV-122051	99.00
169580	FLOYD, JENNIFER	PV-122053	276.00
169581	HOANG, KELLY	PV-122058	285.00
169582	KENNEY, JENNY	PV-122061	354.00
169583	KLEIN, MARY	PV-122062	150.00
169584	MCFADDEN, JENNIFER	PV-122064	200.00

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169585	WILSON, HOLLIE	PV-122077	179.00
169586	PEARSON EDUCATION	PO-310630	153.85
169587	R&S SOIL PRODUCTS INC	PO-312908	3,600.00
		PV-312908	13,339.49
169588	RINCON TRUCK PARTS	PO-310575	1,468.45
169589	STAPLES ADVANTAGE	-	
		PO-310124	59.28
		PO-310146	574.86
		PO-310148	1,210.94
		PO-310408	79.16
		PO-310409	1,263.44
		PO-310410	481.79
169590	STAPLES ADVANTAGE	-	
		PO-310410	1,784.31
		PO-310416	2,445.06
		PO-310432	112.37
		PO-310543	144.55
169591	STAPLES ADVANTAGE	-	
		PO-310543	355.20
		PO-310746	409.77
		PO-311020	391.51
		PO-311105	28.40-
		PO-311235	306.25
		PO-311345	136.02
		PO-311588	221.64
		PO-311599	3,721.98
		PO-311687	509.59
169592	STAPLES ADVANTAGE	PO-311687	89.59
		PO-311690	862.36
		PO-311761	98.27
		PO-311768	440.43
		PO-311769	228.85
		PO-312112	205.52
		PO-312277	192.18
		PO-312280	1,147.31
		PO-312325	274.21
		PO-312344	683.01
		PO-312447	3,862.89
		PO-312449	631.01
		PO-312469	
		PO-312696	19.55
169593	STAPLES BUSINESS ADVANTAGE	PO-312091	39.91
169594	WATERLINES TECHNOLOGIES INC	PO-310344	6,814.78
169595	WRESTLINGMART.COM	PO-311913	296.31
169596	STAPLES ADVANTAGE	PO-310147	685.30

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Warrant Number	Name of Payee	Reference Number	Amount
169597	STAPLES ADVANTAGE	PO-310541	449.24
		PO-312478	1,705.24
169598	STAPLES BUSINESS ADVANTAGE	PO-311743	296.06
		PO-311748	284.21
		PO-311832	239.21
		PO-311833	284.21
		PO-312248	284.21
		PO-312249	156.24
169599	STATE BD EQUALIZATION	PV-122043	3,238.00
169600	US BANK CORP PAYMENT SYSTEM	-	
		CM-120077	24.97-
		CM-120078	178.49-
		PV-122039	2,954.03
		PV-122040	4,941.02
		PV-122041	2,526.22
169601	US BANK CORP PAYMENT SYSTEM	PV-122041	557.38
		PV-122042	6,483.52
169602	CAPISTRANO UNIFIED SCHOOL DIST	PO-310247	43,819.99
169603	A2Z SIGN CO.	PO-311389	177.23
169604	AARDVARK CLAY	PO-312742	843.23
169605	AIR CONDITIONING CONTROL SYS	PO-310236	433.33
169606	ANDY'S DRYWALL	PO-312905	10,800.00
169607	ARIEL SUPPLY	PO-312783	241.25
169608	BATTERIES PLUS	PO-310230	1,868.14
169609	BEE MAN	PO-310294	225.00
169610	BEYOND PLAY	PO-312791	61.52
		PO-312864	127.99
169611	BIOMETRICS4ALL INC	PO-310470	60.00
		PO-312303	960.00
169612	CAMCOR INC	PO-312902	1,612.98
169613	CAPISTRANO GOLF CARS	PO-310349	4,822.87
169614	CINTAS	PO-310420	87.51
169615	CINTAS CORP	PO-310339	797.51
		PO-311380	211.29
169616	CINTAS FIRST AID & SAFETY	PO-310240	428.02
169617	DENAULT'S HARDWARE	PO-310223	557.27
169618	DEWEYS HOME APPLIANCES	PO-312879	3,911.00
169619	DICK BLICK WEST	PO-312406	907.89
169620	EVERYTHING MEDICAL	PO-312750	169.00
169621	FOLLETT EDUCATIONAL SVC	PO-310859	942.98
		PO-312100	4.19
		PO-312625	305.59
169622	GAMETIME	PO-311825	4,168.53
169623	GENERAL BINDING CORP	PO-312660	163.18
169624	GOLDEN RULE BINDERY	PO-312703	1,745.80

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169625	GOLDEN STAR TECHNOLOGY INC.	PO-311803	287.12
169626	GOPHER ATHLETIC/SPORTS	PO-312799	52.80
169627	HEWLETT-PACKARD COMPANY	PO-312547	110.86
		PO-312553	110.86
		PO-312557	113.03
169628	HIRSCH PIPE & SUPPLY	PO-310310	269.25
		PO-310336	1,533.82
169629	HITT MARKING DEVICE	PO-312796	24.94
169630	INSIGHT SYSTEMS EXCHANGE	PO-312710	17,861.64
169631	IRON MOUNTAIN	PO-310801	268.32
169632	JIM'S MUSIC CENTER	PO-312380	500.00
		PO-312940	12.75
169633	KELLY PAPER COMPANY	PO-310113	1,326.88
169634	LAWNMOWERS ETC	PO-310327	1,159.26
169635	LOCAL JANITORIAL & VACUUM	PO-312915	1,203.66
169636	ADMINSTRATIVE SOFTWARE	PO-310104	1,194.60
169637	IRON MOUNTAIN	PO-310026	207.00
169638	CARLOS GUZMAN INC	PO-313067	1,500.00
169639	DISCOUNT OFFICE SERVICES	PO-312133	45.97
169640	JOHNSTONE SUPPLY	PO-312443	651.10
169641	BLINN, JAMES F	PV-122080	108.78
169642	BOWDEN, JOANNA	PV-122081	117.11
169643	BROOKMAN, JOSEPH	PV-122082	485.63
169644	BRUNSON JR., LARRY W.	PV-122083	129.87
169645	BUTLER, SUSAN	PV-122084	26.64
169646	COX, LINDA	PV-122085	77.70
169647	DARAKJIAN, CAROLE	PV-122086	186.48
169648	ELLISON, BRETT	PV-122087	22.76
169649	FFRENCH, ANDREA	PV-122088	22.20
169650	GINSBERG-BROWN, CLAUDIA	PV-122090	64.94
169651	GLASSEN, NINA	PV-122091	59.64
169652	HERVEY, ROBIN	PV-122092	205.35
169653	HUYNH, TINA	PV-122093	110.45
169654	JONES, JOSEPH	PV-122094	150.41
169655	KAPLAN, PAUL M	PV-122095	9.99
169656	KENNEY, VALERIE	PV-122096	115.44
169657	LACHEMANN, DINA	PV-122097	202.58
169658	LUDLOW, JACK	PV-122098	15.54
169659	MAGWOOD, DONNA KATHERINE	PV-122099	22.20
169660	MAHINDRAKAR, MANOJ	PV-122100	345.27
169661	MEISSNER, ANDREA	PV-122101	603.84
169662	NORRIS, MAUREEN	PV-122102	61.61
169663	PARKER, LAURA	PV-122103	109.89
169664	PEREZ, RICHARD	PV-122104	99.90
169665	PETTEY, STEPHANIE	PV-122105	108.78

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169666	RENNIE, GREG	PV-122106	208.13
169667	RIEGERT, KAREN	PV-122108	138.75
169668	SHAPLAND, CHERYL	PV-122109	107.67
169669	SHUMATE, DAGMAR	PV-122110	267.51
169670	SIELING, TARA	PV-122112	62.72
169671	STOFFEL, DAVID E	PV-122113	69.38
169672	THORNBURG, QUIN	PV-122107	104.34
169673	VARELA, AMANDA	PV-122116	40.52
169674	WEINELL, CAROL	PV-122117	151.52
169675	GAST, LUCIBEL	PV-122089	74.93
169676	CUSD REVOLVING CASH	CM-120079	0.72-
		CM-120080	0.75-
		PV-122066	3,598.12
169677	CUSD REVOLVING CASH	PV-122066	440.00
169678	TERI INC	PO-310062	15,275.65
169679	ACTION LEARNING SYSTEMS INC	PO-311320	12,000.00
169680	BUREAU EDUC & RESEARCH	PO-312281	2,074.00
169681	CALSPRA	PO-313042	95.00
169682	CRARY, BRENDA	PO-310381	1,020.00
		PO-311233	1,500.00
169683	DELL MARKETING L P	PO-312490	8,113.93
		PO-312608	1,188.98
		PO-312612	664.62
		PO-312618	3,211.48
		PO-312639	1,605.11
169684	KRANTZ, TRICIA ELIZABETH	PO-310940	2,280.00
169685	MEET THE MASTERS	PO-312143	3,287.48
169686	ORANGE COUNTY DEPT OF EDUCATIO	PO-312597	330.00
169687	ORANGE CTY DEPT EDUC	PO-312745	94.44
169688	PROFESSIONAL TUTORS OF AMERICA	PO-311021	2,444.00
169689	SKYHAWKS SPORTS ACADEMY INC	CL-011764	4,424.00
169690	T DAVIS & ASSOCIATES INC	PO-310373	2,916.66
169691	TEBOUL-BOITANO, ROXANNE	PO-313041	1,475.40
169692	KEY GOVERNMENT FINANCE INC	PO-313103	489,625.60
169693	DEPARTMENT OF JUSTICE	PO-310464	4,773.00
		PO-313077	9,273.00
169694	HERITAGE MUSEUM OF OC	PO-312917	935.00
169695	OCEAN INSTITUTE	PO-313044	1,191.00
169696	OPPORTUNITY FOR LEARNING	CL-010726	16,944.08
169697	XEROX CORPORATION	PO-310121	696.08
169698	Capistrano Connections Academy	CM-120082	54.61-
		PV-122115	3,639.44
169699	OPPORTUNITY FOR LEARNING	CM-120081	1.83-
		PV-122111	1,007.26
169700	EMPLOYMENT DEVELOPMENT DEPT	PO-313089	63,400.90

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Warrant Number	Name of Payee	Reference Number	Amount
169701	APPLE COMPUTER INC	PO-312063	1,607.39
		PO-312518	832.79
		PO-312521	11,009.65
		PO-312534	804.77
		PO-312634	2,714.52
		PO-312636	8,036.94
169702	BEJARANO, CRYSTAL F	PV-122134	225.97
169703	DELL MARKETING L P	PO-312533	1,244.49
		PO-312552	1,484.98
		PO-312621	6,222.46
		PO-312635	2,488.99
		PO-312706	349.98
169704	KIDS INSTITUTE FOR DEVELOPMENT	PO-312431	1,380.00
169705	KIM AND/OR, CHANDRA	PO-311591	613.40
169706	MARDAN CENTER OF ED	PO-310053	3,268.00
		PO-310067	2,752.00
169707	PRESLEY, EDWARD AND/OR DONNA	PO-310267	1,095.22
169708	RANGEL-FRIEDMAN, DEBORAH	PO-310269	257.90
169709	ALISO AQUATICS	PV-122132	490.00
169710	BRAIN BUILDERS EDUC PROGRAMS	PV-122128	10,715.60
		PV-122130	484.50
169711	H2O SPOT	PV-122129	2,352.00
169712	KURT WESTLING SPORT CAMP	PV-122131	15,100.00
169713	OC ART STUDIOS	PV-122135	7,473.90
169714	THINK TOGETHER	PV-122133	7,794.50
169715	VEERA, SHANE	PV-122125	617.10
169716	GEORGE COOPER RUDOLPH ATTORNEY	PO-311284	562.50
169717	MOULTON NIGUEL WATER	PO-310358	7,120.17
169718	SAN DIEGO GAS & ELECTRIC	PO-310354	89,881.91
169719	SANTA MARGARITA WATER	PO-310357	3,451.85
169720	SO CAL GAS CO	PO-310352	20,300.57
169721	SOUTHERN CALIFORNIA EDISON	PO-310353	40,882.23
169722	DISCOUNT OFFICE SERVICES	PO-311685	887.17
169723	LAKESHORE	PO-312781	53.82
169724	BERNAL, ANDRE	PV-122141	30.00
169725	LEVENTHAL, CARRIE	PV-122142	32.00
169726	MULHALL, EDWARD/ROSARIO	PV-122143	14.00
169727	NADEAU, DEBORAH	PV-122144	88.00
169728	SOTO, JENNA	PV-122147	30.00
169729	VAZQUEZ, RICKY	PV-122148	15.00
169730	WALSH, RHONDA	PV-122149	23.62
169731	SCRIMSHER, ANASTASIYA	PV-122145	200.00
169732	SENA, STAYCIE	PV-122146	570.00
169733	ALLEN, MELISSA	PV-122150	37.74
169734	BERTUSSI, GIONNA	PV-122151	63.27

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169735	DELFOSSSE, MICHAEL	PV-122152	56.06
169736	FERRERA, CARLA	PV-122153	17.21
169737	HANAFORD, LAURA	PV-122154	77.15
169738	HARMAN, NANCY	PV-122155	209.24
169739	HARRIS, LORI I	PV-122156	9.99
169740	HOGBIN, RICH	PV-122157	83.81
169741	JENKINS, ERIN	PV-122158	4.44
169742	KIMMELL-CAMOIA, JULIE	PV-122159	251.97
169743	MATIENZO, NINA RIE	PV-122160	88.80
169744	PEREZ, VIRGINIA	PV-122161	9.99
169745	PRIMICIAS, MELISSA	PV-122162	35.52
169746	TALILI, MAILUMAI	PV-122163	226.44
169747	VARGAS, DAVID	PV-122164	194.84
169748	WHALEN, ANDREA	PV-122165	55.50
169749	WILLEY, ELIZABETH	PV-122166	28.86
169750	BARRETT, JAN	PV-122167	86.58
169751	BENE, CHERI	PV-122168	141.53
169752	BOLLA, BRENDA	PV-122169	59.39
169753	CASPERSON, KATHRYN	PV-122172	36.63
169754	DAGLEY, JEANA	PV-122173	64.94
169755	EATON, ANDREA	PV-122174	106.01
169756	EDEN, CRIS	PV-122176	89.91
169757	EXWORTHY, MARK	PV-122177	253.08
169758	FINNSSON, JAMIE	PV-122178	59.94
169759	GAMACHE, PATRICIA	PV-122180	53.28
169760	GOMEZ, LYDIA	PV-122182	14.43
169761	HAYES, NATALIE	PV-122183	6.66
169762	HERTZ, JANA	PV-122184	192.59
169763	JONES, JOSEPH	PV-122185	79.92
169764	LEWIS, DAWN	PV-122186	42.74
169765	LOWE, DEBBIE	PV-122187	17.76
169766	METTERT, LISA M	PV-122188	142.08
169767	ROCHE, ANN	PV-122189	243.65
169768	SUNDIN, KELLE	PV-122191	13.32
169769	TOWNSEND, NORM	PV-122192	216.45
169770	VARGAS, DAVID	PV-122193	502.83
169771	CARSE, BARBARA	PV-122171	35.52
169772	EDEN, CRIS	PV-122175	82.14
169773	FREY, DEBORAH	PV-122179	9.99
169774	GAST, LUCIBEL	PV-122181	101.57
169775	SANDERS, LORNA L	PV-122190	44.40
169776	BROCKMAN, CARY	PV-122170	108.78
169777	JOHN V. SPEAK	PO-310131	90.78
169778	MAPKIDS.ORG	PO-312564	197.99
169779	MAYER-JOHNSON CO	PO-312224	1,880.75

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169780	MITCHELL 1	PO-312531	1,345.80
169781	MOORE'S SEWING MACHINE	PO-310164	44.68
169782	NASCO WEST	PO-310487	360.83
169783	NATIONAL CONTROLS INC	PO-310199	2,647.98
169784	NETWORK HARDWARE RESALE	PO-312771	2,753.90
169785	ONE STOP BINDERY	PO-312709	320.00
169786	ONION MOUNTAIN TECH	PO-312823	36.37
169787	PC MALL GOV	PO-312514	124.77
169788	PEARSON ASSESSMENTS	PO-312760	461.18
169789	PEARSON EDUCATION	PO-312883	1,193.07
169790	PEARSON SCHOOL	PO-313005	293.31
169791	PEPPER-LOS ANGELES, J W	CM-120083	51.72-
		CM-120084	75.43-
		PO-312836	65.23
		PO-312867	193.14
169792	R&S SOIL PRODUCTS INC	PO-310635	6,342.70
169793	RAYMOND GEDDES & COMPANY	PO-312700	77.07
169794	REALLY GOOD STUFF	PO-312347	119.72
169795	RICK TROW PRODUCTIONS	PO-312408	288.96
169796	SCOTT FORESMAN	PO-310835	10,554.76
		PO-310840	10,994.63
169797	SCOTT FORESMAN	PO-311565	642.36
		PO-311635	800.58
169798	SELECT EQUIPMENT SALES INC	PO-310126	435.10
169799	SHAMROCK SUPPLY CO INC	PO-312751	567.64
		PO-312952	20.69
169800	SIMPLEX GRINNELL LP	PO-312373	878.86
		PO-312482	1,030.00
169801	SMARDAN SUPPLY COMPANY	PO-310348	573.61
169802	SO COAST DISTRIBUTING CO	PO-310291	343.45
169803	SOUTH COAST MEDICAL GROUP	PO-310413	1,820.00
169804	STAPLES ADVANTAGE	PO-312965	1,449.35
169805	TAYLOR SECURITY & LOCK CO. INC	PO-311429	6,300.00
169806	TEACHER SUPPLIES	PO-313052	229.73
169807	TIME FOR KIDS	PO-312346	1,814.88
169808	UNITED COMMUNICATION SYSTEMS	PO-312396	3,822.27
169809	VANGUARD FLOORING INC	PO-312899	1,545.00
169810	WAXIE	PO-310363	2,778.02
169811	TRAVIS SOFTWARE	PO-313123	990.00
169812	Capistrano Connections Academy	CL-010725	373,151.90
169813	ORANGE COUNTY ACADEMIC DECA	PO-312724	585.00
169814	BENS ASPHALT	PO-312460	5,482.00
		PO-312815	2,400.00
169815	CONSOLIDATED ELECT DISTR	PO-310545	3,417.18
169816	GILBERT & STEARNS INC	PO-310298	2,279.87

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Warrant Number	Name of Payee	Reference Number	Amount
169817	PACIFIC MOBILE HOME CONS	PO-310300	2,186.29
		PO-312041	4,304.08
		PO-312377	3,041.16
		PO-312850	4,185.00
		PO-312877	1,295.53
169818	PACIFIC ROOFING SYSTEMS	PO-312842	15,704.00
		PO-313073	1,649.00
169819	UNION BANK OF CALIFORNIA	PO-311924	16,305.87
169820	CORVEL CORPORATION	PO-310023	145,010.78
169821	UNUM LIFE INSURANCE	PO-310009	9,452.88
169822	CORVEL CORPORATION	PO-310025	10,227.98
169823	BLAND, LISA	PV-122194	492.71
169824	BROWN, SUSAN L.	PV-122195	446.00
169825	CABRERA, ALICIA	PV-122197	288.60
169826	CRUZ, DELIA	PV-122196	288.60
169827	FERRERA, CARLA	PV-122198	381.63
169828	HUTCHINSON, BARBARA	PV-122199	460.00
169829	KERINS, TRACY	PV-122200	500.00
169830	MARTINEZ, ANGELA	PV-122201	87.19
169831	PATTERSON, DEBBIE	PV-122202	260.08
169832	RICHTSMEIER, AUNDREA	PV-122203	500.00
169833	ROECK, STACY	PV-122204	495.50
169834	SIELING, TARA	PV-122205	62.36
169835	WILMOT, ERICA	PV-122206	312.06
169836	WALTON, MARINA	PV-122207	5,957.00
169837	APPLE COMPUTER INC	PO-312942	2,108.92
		PO-312992	8,175.49
		PO-313014	31.25
		PO-313018	74.35
169838	DELL MARKETING L P	PO-312924	18,607.47
		PO-312960	1,742.88
		PO-312978	1,240.40
		PO-312994	1,240.40
		PO-312995	1,742.88
		PO-312996	3,802.28
		PO-312997	4,353.27
		PO-313000	871.34
		PO-313001	1,240.40
		PO-313015	240.49
169839	ORANGE COUNTY DEPT OF EDUCATIO	PO-312721	1,100.00
169841	PACIFIC PLUMBING COMPANY OF	PO-313160	9,661.76
169842	PACIFIC ROOFING SYSTEMS	PO-311812	4,702.00
		PO-312851	3,319.50
169843	SPRINT/NEXTEL COMMUNICATIONS	PO-311337	1,551.34

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Warrant Number	Name of Payee	Reference Number	Amount
169844	CAPISTRANO UNIFIED SCHOOL DIST	CM-120085	5.80-
		PO-310247	213,542.53
169845	CONNECTICUT GEN LIFE INS CO	PO-310011	14,173.61
169846	CONNECTICUT GENERAL LIFE	PO-310010	34,534.77
169847	CORVEL CORPORATION	PO-310025	19,476.06
169848	BOWIE ARNESON WILES &	PO-311187	1,334.00
169849	CITY OF SAN CLEMENTE	PO-310359	9,587.30
169850	COUNTY OF ORANGE-WASTE MNGT	PO-310351	567.98
169851	SAN DIEGO GAS & ELECTRIC	PO-310354	64,223.47
169852	SANTA MARGARITA WATER	PO-310357	455.97
169853	SO CAL GAS CO	PO-310352	158.41
169854	SOUTHERN CALIFORNIA EDISON	PO-310353	26,351.86
169855	CATHEDRAL HOME FOR CHILDREN	PO-310618	8,529.36
169856	CHILEDA	PO-310258	8,520.12
169857	CINNAMON HILLS SCHOOL	PO-310060	11,674.00
169858	CROMWELL, PATRICIA	PO-310498	225.00
169859	DEVEREUX TEXAS TREATMENT	PO-310061	6,665.00
169860	DEVEREUX TEXAS TREATMENT	PO-310274	5,456.00
169861	FAMILY LIFE CENTER BODEGA	PO-310055	11,608.00
		PO-310064	8,925.42
		PO-310065	11,608.00
169862	FARIBORZ, SURUR FAZELI	PO-312272	260.40
169863	HEAR NOW ABRAMSON AUDIOLOGY	PO-310789	85.00
		PO-310805	3,718.75
169864	HERBERT, DEBRA	PO-310615	810.00
		PO-310616	240.00
		PO-310617	170.00
		PO-311593	720.00
		PO-311594	1,080.00
169865	KIDS INSTITUTE FOR DEVELOPMENT	PO-312431	6,900.00
169866	LANGUAGE NETWORK	PO-311914	581.87
169867	LEISURE CARE NURSES REGISTRY	PO-312946	3,002.00
		PO-312947	532.00
169868	MILES, JOHN AND MARIA	CL-011819	984.00
169869	OCEANVIEW SCHOOL	PO-310063	4,328.00
		PO-310066	4,416.00
		PO-310068	2,880.00
		PO-310082	4,628.00
		PO-310271	2,812.00
		PO-310272	2,432.00
		PO-310613	3,816.00
		PO-311395	2,576.00
		PO-312433	4,028.00
		PO-313049	2,756.00
169870	ORANGE COUNTY THERAPY SERVICE	PO-310692	14,880.00

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Warrant Number	Name of Payee	Reference Number	Amount
169871	ORANGE CTY TESTING SERV	PO-310768	50.00
169872	PARADIGM HEALTH CARE SERVICES	PO-311654	6,641.16
169873	POSNER, CARLA AND/OR BRUCE	PO-312065	1,152.80
169874	PYRAMID AUTISM CENTER	PO-310052	3,825.00
169875	RAINBOW CONNECTION	PO-311902	309.00
169876	RAINS, SANDY AND MAYNARD	PO-311084	618.45
169877	RED ROCK CANYON SCHOOL	PO-310070	1,160.00
169878	ROZENBERG, ABBY	PO-310276	1,500.00
169879	THERAPEUTIC EDUCATION CENTER	PO-310619	4,290.00
		PO-311016	3,600.00
169880	YELLOWSTONE BOYS & GIRLS RANCH	PO-310054	8,290.00
		PO-310072	8,290.00
169881	AVID CENTER	PO-312774	515.00
169882	B & H PHOTOGRAPHY	PO-312866	459.90
169883	BATTERIES PLUS	PO-310230	463.93
169884	BEACH CITIES GLASS	PO-310572	284.31
169885	BOBCAT OF CERRITOS COMPANY	PO-310306	341.89
169886	BUSWEST	PO-311681	154.14
169887	CAMCOR INC	PO-312858	537.66
		PO-312932	658.26
		PO-312951	879.40
169888	CDW GOVERNMENT	PO-310395	91.31
		PO-312749	52.24
169889	CINTAS CORP	PO-310339	5,114.61
169890	COMMUNICATIONS USA	PO-312753	240.74
169891	COSTCO S.J.C.	PO-310501	217.41
		PO-311788	399.31
		PO-312846	145.20
169892	CREATIVE CONTRACTORS CORP	PO-312390	1,200.00
169893	CURRICULUM ASSOCIATES	PO-312974	354.38
		PO-312980	325.65
169894	DEPT IND RELATION (ACCOUNTING)	PO-310222	675.00
169895	DICK BLICK WEST	PO-311984	244.84
169896	EASY WAY SAFETY SERVICES	PO-310525	1,008.50
169897	FLINN SCIENTIFIC INC	PO-312962	506.37
169898	GOLDEN RULE BINDERY	PO-312701	1,156.45
169899	GOLDEN STAR TECHNOLOGY INC.	PO-312871	450.40
		PO-312926	59.27
169900	HERTZ FURNITURE SYSTEMS	PO-312297	83.14
169901	HEWLETT-PACKARD COMPANY	PO-312393	166.28
169902	JAMES PUBLISHING	PO-312628	115.60
169903	KELLY PAPER COMPANY	PO-310113	4,133.54
169904	LAWNMOWERS ETC	PO-310327	286.58
169905	JOHNSTONE SUPPLY	PO-312443	4,341.04
169906	LAKESHORE LEARNING MATLS	PO-312203	268.40

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169907	AVILA, THERESE	PV-122255	93.24
169908	BROWN, SUSAN L.	PV-122256	39.96
169909	BUTLER, SUSAN	PV-122257	223.11
169910	COLLINGS, JANICE	PV-122258	48.29
169911	COX, LINDA	PV-122259	93.24
169912	DANNA, MARY	PV-122260	36.08
169913	DARAKJIAN, CAROLE	PV-122261	153.74
169914	ELLIS, SHAWNA	PV-122262	152.07
169915	GELLER, DIANE	PV-122263	51.06
169916	HAACK, KATHI	PV-122265	136.53
169917	HARVEY, LAUREN	PV-122266	77.70
169918	HEUSER, RACHEL	PV-122267	273.62
169919	HUYNH, TINA	PV-122268	70.49
169920	IMSLAND, TRACEY	PV-122269	54.39
169921	LACHEMANN, DINA	PV-122270	100.46
169922	LONG, JEFFREY	PV-122271	190.92
169923	MARCUS, BRUCE	PV-122272	97.68
169924	MENDEL, LINDA	PV-122273	180.38
169925	PETTEY, STEPHANIE	PV-122275	26.64
169926	PINKERTON, DAN	PV-122276	161.51
169927	PLACE, SUSAN	PV-122277	3.33
169928	STIRLING, ROBERT	PV-122279	242.54
169929	STORY, VIRGINIA	PV-122278	116.55
169930	TABARI, LISA SEYEDI	PV-122280	101.01
169931	TERHUNE, CYNTHIA	PV-122281	203.69
169932	TUCKER, MARYANN	PV-122282	88.80
169933	WALTERS, ELAINE	PV-122283	53.84
169934	WEIS-DAUGHERTY, DENISE	PV-122284	124.32
169935	WENTZEL, KORY	PV-122285	113.22
169936	WORKMAN, KEN	PV-122286	16.65
169937	PEREZ, VIRGINIA	PV-122274	88.25
169938	BEJARANO, CRYSTAL F	PV-122287	66.33
169939	DUTTON HUNTER	PV-122290	15.00
169940	FAZIO, DYLAN	PV-122289	18.00
169941	HALL, DAVID	PV-122291	25.14
169942	HARTMAN, SHELBY ROSE	PV-122292	69.00
169943	PESCARA, JANE	PV-122294	16.25
169944	SHAB, GILLAN	PV-122295	87.00
169945	LOPEZ, FRANCIA	PV-122293	39.00
169946	VERMEULEN, DONALD	PV-122296	34.08
169947	DOSS, KARA	PV-122288	87.00
169948	SUN, STACY	PV-122297	119.00
169949	CMRS-TMS	PO-310365	40,000.00
169950	COX COMMUNICATIONS	PO-311783	28,093.39

Board of Trustees Warrant Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....01/09/12

Warrant Number	Name of Payee	Reference Number	Amount
169951	NETWORK HARDWARE RESALE	PO-312786	6,491.83
		PO-312984	7,912.75
169952	OC DIESEL	PO-313151	9,054.02
169953	P & R PAPER SUPPLY COMPANY	PV-122300	812.91
169954	PEARSON ASSESSMENTS	PO-312971	710.67
		PO-313004	780.80
169955	PRO PHOTO CONNECTION INC	PO-312776	1,811.98
169956	PRUDENTIAL OVERALL SUP	PO-310117	18.98
169957	R&S SOIL PRODUCTS INC	PO-310635	2,718.50
169958	RINCON TRUCK PARTS	PO-310575	2,795.37
169959	SAF-COM SUPPLY	PO-310184	3,310.06
169960	SCHOOL SPACE SOLUTIONS	PO-311439	136.99
169961	SCOTT FORESMAN	PO-310811	13,729.33
		PO-310817	8,045.82
		PO-310824	12,702.96
		PO-311567	761.06
169962	SEHI COMPUTER	PO-310110	162.97
169963	SHAMROCK SUPPLY CO INC	PO-311920	1,018.24
		PO-312546	244.90
169964	SMARDAN SUPPLY COMPANY	PO-310348	591.33
169965	SPORTS FACILITIES GROUP INC	PO-310345	575.00
169966	STAPLES ADVANTAGE	PO-310146	88.62
		PO-310746	215.47
		PO-312280	51.11
		PO-312607	388.35
169967	SUPER DUPER INC.	PO-312086	53.90
		PO-312180	263.56
		PO-312330	164.50
		PO-312332	186.55
		PO-312350	343.40
		PO-312510	156.75
		PO-312748	199.45
169968	TUTTLE-CLICK FORD	PV-122264	928.20
169969	VMWARE INC.	PO-313156	1,831.51
169970	WEEKLY READER	PO-312088	760.24
169971	STAPLES ADVANTAGE	PO-310541	57.43
169972	AMERICAN LOGISTICS COMPANY LLC	PO-311532	7,045.00
169973	CALIFORNIA WEEKLY EXPLORER INC	PO-312937	1,670.00
169974	JFK TRANSPORTATION CO INC	PV-122298	2,436.25
169975	OCEAN INSTITUTE	PO-313110	2,085.00
		PO-313112	1,191.00
169976	SANTA MARGARITA FORD	PO-313065	23,340.81
169977	SOUTHERN CALIFORNIA GRAY LINE	PV-122299	12,510.53
169978	ACTION LEARNING SYSTEMS INC	PO-311819	2,000.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....01/09/12

Warrant Number	Name of Payee	Reference Number	Amount
169979	APPLE COMPUTER INC	PO-312981	3,331.14
		PO-312998	694.99
169980	BARBER & GONZALES CONSULTING	PO-312110	3,013.08
169981	DELL MARKETING L P	PO-312979	1,989.12
		PO-313012	270.66
		PO-313017	231.52
169982	FRANCES KRAMER	PO-313055	1,200.00
169983	ILLUMINATE EDUCATION	CL-011633	834.00
169984	ORANGE COUNTY DEPT OF EDUCATIO	PO-311106	750.00
		PO-311859	2,800.00
		PO-312822	1,750.00
169985	PACIFIC AUDIOLOGICS	PO-313090	12,620.00
169986	STUTZ ARTIANO SHINOFF & HOLTZ	PO-311490	8,488.47
169987	BLACK AND GOLD CROSS COUNTRY	PV-122301	3,440.00
169988	BRUMMETT, ELIZABETH	PV-122305	2,367.40
169989	CAMPCO	PV-122306	2,064.30
169990	DUTCH, AMPARO P.	PV-122302	2,261.00
169991	H2O SPOT	PV-122307	588.00
169992	THIFFAULT, RONDA LEE	PV-122303	3,524.50
169993	VEERA, SHANE	PV-122304	4,024.30
169994	CITY OF SAN CLEMENTE	PO-310359	5,437.43
169995	CITY OF SAN JUAN CAPISTRANO	PO-310360	2,230.91
169996	SAN DIEGO GAS & ELECTRIC	PO-310354	76,549.02
169997	SANTA MARGARITA WATER	PO-310357	2,196.24
169998	SO CAL GAS CO	PO-310352	2,917.68
169999	SOUTHERN CALIFORNIA EDISON	PO-310353	38,175.37
170000	MCKINLEY EQUIPMENT	PO-312752	674.42
170001	MOORE'S SEWING MACHINE	PO-310164	898.81
170002	ONE STOP BINDERY	PO-312709	75.00
170003	OVER NIGHT NUMBERING	PO-310125	195.00
170004	PITNEY BOWES/PRESORT SERVICES	PO-310127	111.62
170005	PRIORITY MAILING SYSTEMS	PO-310114	544.14
170006	R&S SOIL PRODUCTS INC	PO-310635	7,758.00
170007	S&S WORLDWIDE INC	PO-310286	378.01
170008	SOUTHWEST SCHOOL SUPPLY	-	
		PO-310158	306.02
		PO-310159	505.15
		PO-310183	89.11
		PO-310185	200.21
		PO-310196	45.50
		PO-310198	121.48
		PO-310201	19.23
		PO-310202	252.59
		PO-310203	229.94

Board of Trustees Warrant Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....01/09/12

Warrant Number	Name of Payee	Reference Number	Amount
170009	SOUTHWEST SCHOOL SUPPLY	-	
		PO-310203	195.20
		PO-310204	223.93
		PO-310205	65.08
		PO-310207	91.92
		PO-310209	22.80
		PO-310210	730.25
		PO-310211	162.87
		PO-310212	299.84
		PO-310213	22.96-
170010	SOUTHWEST SCHOOL SUPPLY	-	
		PO-310213	73.95
		PO-310214	981.74
		PO-310400	366.89
		PO-310401	3.24
		PO-310402	16.76
		PO-310403	338.55
		PO-310404	207.82
		PO-310405	227.54
		PO-310417	74.37
		PO-310418	699.12
170011	SOUTHWEST SCHOOL SUPPLY	-	
		PO-310418	17.01
		PO-310429	132.70
		PO-310431	66.57
		PO-310434	160.67
		PO-310436	301.48
		PO-310744	67.60
		PO-311090	323.23
		PO-311104	126.44
		PO-311108	120.98
		PO-311109	11.32
		PO-311303	28.23
170012	SOUTHWEST SCHOOL SUPPLY	-	
		PO-311323	58.19
		PO-311484	141.76
		PO-311544	1,399.91
		PO-311546	98.56
		PO-311605	152.15
		PO-311606	237.70-
		PO-311637	332.95
		PO-311645	534.36
		PO-311658	966.71
		PO-311664	184.74

Board of Trustees Warrant Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....01/09/12

Warrant Number	Name of Payee	Reference Number	Amount
170013	SOUTHWEST SCHOOL SUPPLY	PO-311664	26.96
		PO-311794	63.00
		PO-311889	67.33
		PO-311919	349.11
170014	STAPLES ADVANTAGE	PO-310432	169.52
		PO-310746	149.48-
		PO-312447	1,225.69
		PO-312449	198.67
		PO-312607	519.23
170015	TEACHING STRATEGIES INC	PO-312198	2,342.41
170016	VORTEX	PO-313339	399.95
170017	1ST JON	PO-310283	313.19
170018	A Z BUS SALES INC	PO-310562	593.82
170019	ALISO VIEJO AUTO SERVICE	PO-310568	3,089.13
170020	ANDY'S DRYWALL	PO-312795	8,150.00
170021	ARROWHEAD WATER	PO-313305	112.39
170022	BLAIRS TOWING	PO-310561	1,437.50
170023	CAMBUIM LEARNING GROUP	PO-312503	470.41
170024	COSTCO S.J.C.	PO-313104	22,491.74
170025	COTO CONSTRUCTION	PO-312793	3,394.51
170026	DUNN-EDWARDS CORP	PO-310333	192.56
170027	FEDERAL EXPRESS CORP	PO-310134	376.01
170028	FOLLETT EDUCATIONAL SVC	PO-313082	229.18
170029	FREEDOM SCIENTIFIC	PO-313016	181.33
170030	FREEWAY AUTO SUPPLY & MACHINE	PO-310529	92.42
170031	GANAHL LUMBER	PO-310309	92.05
		PO-310334	886.97
		PO-312145	25.85
170032	GOLDEN RULE BINDERY	PO-312631	134.63
		PO-312683	3,201.52
170033	HIRSCH PIPE & SUPPLY	PO-310336	905.74
170034	HYDRO-SCAPE PRODUCTS INC	PO-310325	77.77
170035	IMAGE 2000	PO-310338	85.00
		PO-312941	208.56
170036	IPC USA	PO-310586	28,197.35
170037	JOHN DEERE LANDSCAPES	PO-310326	1,063.33
170038	AMERICAN COUNCIL ON EDUCATION	PO-313228	590.00
170039	BENS ASPHALT	PO-312240	5,180.00
		PO-313205	1,500.00
170040	ENTERPRISE FLEET SERVICES	PO-310591	1,062.61

Board of Trustees Warrant Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....01/09/12

Warrant Number	Name of Payee	Reference Number	Amount
170041	TANDUS FLOORING INC.	PO-312399	685.73
		PO-312400	685.73
		PO-312401	685.73
		PO-312402	2,952.20
		PO-312812	2,210.10
		PO-312814	685.73
170042	DEPT OF INDUSTRIAL RELATIONS	PO-313256	37,239.39
170043	STIPPICK, JOHN/BARBARA	PV-122318	466.00
170044	DISCOUNT OFFICE SERVICES	PO-313035	185.97
170045	LAKESHORE LEARNING MATLS	PO-313062	11.98
170046	ABE, STAN	PV-122324	697.15
170047	ANTONIUS, TERRY	PV-122333	496.00
170048	BRANNON, DESIREE	PV-122345	477.00
170049	BROPHY, ERIN	PV-122349	579.10
170050	BRUNSON JR., LARRY W.	PV-122341	71.04
170051	BRYANT, AMY	PV-122326	850.41
170052	CAMPBELL, MEGAN	PV-122335	43.88
170053	DAGGETT, LEIGH-ANNE	PV-122331	425.00
170054	FFRENCH, ANDREA	PV-122323	500.00
170055	GLIDDEN, ERIN	PV-122327	65.64
170056	GODFREY, NICOLE	PV-122340	499.54
170057	GOFORTH, KRYSTYN	PV-122332	86.00
170058	GOODRICH, CINDY	PV-122339	465.00
170059	GRANT, MEAGAN	PV-122351	715.60
170060	HALL, SHELLEY A.	PV-122322	77.76
170061	HANAFORD, LAURA	PV-122343	490.00
170062	HARMAN, NANCY	PV-122336	58.80
170063	IMSLAND, TRACEY	PV-122334	115.64
170064	JOCHAM, SARA	PV-122321	664.69
170065	JOHNSON, CONSTANCE	PV-122342	500.00
170066	KERR, ELIZABETH	PV-122353	105.45
170067	LIPSETT, ROB	PV-122344	493.85
170068	MUELLER, TRACY	PV-122330	485.00
170069	PETTEY, STEPHANIE	PV-122352	16.21
170070	REEDER, MELISSA	PV-122337	265.49
170071	SCOLNICK, CAMILLA	PV-122329	247.50
170072	SHAPLAND, CHERYL	PV-122328	179.00
170073	SLIPAKOFF, ROBIN	PV-122347	500.00
170074	SLO SELPA	PV-122325	200.00
170075	TOKATLIAN, JODIE	PV-122338	489.80
170076	VAN HOFWEGEN, MARTYNE	PV-122320	55.06
170077	WILCOX, LISA	PV-122350	676.57
170078	WONDRA, TIFFANY	PV-122346	717.12
170079	PUELMA, ESTELA	PV-122348	49.06
170080	DELL MARKETING L P	PO-313057	2,097.30

Board of Trustees Warrant Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....01/09/12

Warrant Number	Name of Payee	Reference Number	Amount
170081	DYNAMIC MEASUREMENT GROUP	CL-011631	625.00
		958 Warrants	\$5,206,813.21

DONATED BY	AMOUNT	PURPOSE	SCHOOL
CARE Foundation, Inc.	\$150.00	Donation	Aliso Niguel High School
Coca Cola Refreshments	\$611.37	Teacher Supplies	Aliso Niguel High School
Vending Plus	\$533.57	Teacher supplies	Aliso Niguel High School
Alison Viejo Middle School PTSA	\$1,500.00	Noon sports	Aliso Viejo Middle School
Edison International	\$100.00	Funds for Technology	Aliso Viejo Middle School
CARE Foundation, Inc.	\$270.00	Supplies	Ambuehl Elementary School
Education for the Children, Inc.	\$540.16	LCD Projector	Arroyo Vista School
Education for the Children, Inc.	\$4,275.02	2 projectors, 4 optipex desks	Arroyo Vista School
CARE Foundation, Inc.	\$255.00	Gift	Arroyo Vista School
Assistance League of Capistrano Valley	\$235.00	Science workbook	Bernice Ayer Middle School
Assistance League of Capistrano Valley	\$500.00	Refurbish microscope	Bernice Ayer Middle School
CARE Foundation, Inc.	\$1,600.00	Zeros Arent Permitted	Bernice Ayer Middle School
Capital Group Companies	\$500.00	Parent donation	Canyon Vista Elementary School
CR&R Inc.	\$1,369.30	Supplies	Canyon Vista Elementary School
Edison International	\$200.00	Parent donation	Canyon Vista Elementary School
CARE Foundation, Inc.	\$315.00	Gift	Capistrano Valley High School
Orange County's United Way	\$4,115.00	AVID Tutors	Capistrano Valley High School
Pinnacle Travel Services LLC	\$1,000.00	Math Club Donation	Capistrano Valley High School
Carl Hankey Elementary School PTA	\$10,500.00	Primary Music Program	Carl Hankey Elementary School
Carl Hankey International Education Foundation	\$397.00	Fastmath Site License	Carl Hankey Elementary School
CARE Foundation, Inc.	\$135.00	Gift	Castille Elementary School
Edison International	\$150.00	Donation	Castille Elementary School
Freedom Communications	\$230.00	Donation	Castille Elementary School
SpreeBird	\$198.98	Supplies	Chaparral Elementary School
CARE Foundation, Inc.	\$105.00	Student Materials	Concordia Elementary School
Concordia Elementary School PTA	\$1,003.50	Kindergarten supervision	Concordia Elementary School
Concordia Elementary School PTA	\$1,191.00	Field Trips	Concordia Elementary School
Concordia Elementary School PTA	\$1,191.00	2nd Grade Field Trip	Concordia Elementary School
Concordia Elementary School PTA	\$1,191.00	1st Grade Field Trip	Concordia Elementary School
Concordia Elementary School PTA	\$2,085.00	3rd Grade Field Trip	Concordia Elementary School
Concordia Elementary School PTA	\$2,760.00	Field trip entrance fees	Concordia Elementary School
John Klabius, President			
Voice Solutions		Equipment and supplies	CUSD Assistive Technology Dept.
Grace Renz		Cress Electric Kiln	Dana Hills High School
Ms. Sandi Leubke		Kimball Grand Piano	Dana Hills High School
Plum District, Inc.	\$250.00	Instructional purposes	Dana Hills High School
The Dolphin Foundation	\$2,714.52	Computer supplies for administrators	Dana Hills High School
The Dolphin Foundation	\$24,000.00	Surveillance system	Dana Hills High School
Freedom Communications	\$130.00	Supplies	Del Obispo Elementary School
Don Juan Avila Elementary School PTA	\$11,050.00	Field Trips	Don Juan Avila Elementary School
Don Juan Avila PTA	\$3,699.44	Audio System	Don Juan Avila Elementary School
Assistance League of Capistrano Valley	\$204.00	Links to Learning Grant - M. Arambula	Don Juan Avila Middle School
Assistance League of Capistrano Valley	\$260.00	Links to Learning Grant - C. Waterman	Don Juan Avila Middle School
Assistance League of Capistrano Valley	\$393.00	Links to Learning Grant - J. Henry	Don Juan Avila Middle School

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Assistance League of Capistrano Valley	\$419.00	Links to Learning Grant - R. Nasiri	Don Juan Avila Middle School
Assistance League of Capistrano Valley	\$433.00	Links to Learning Grant - M. Wulff	Don Juan Avila Middle School
Don Juan Avila Middle School PTSA	\$3,816.00	School Loop	Don Juan Avila Middle School
Tustin Lexus	\$100.00	General and Library Supplies	Don Juan Avila Middle School
Various Parents	\$7,820.00	Donations for school music programs	Elementary Block Music Program
Division 42 CRTA of Orange County (Karen DeBellis)	\$200.00	Instructional supplies	George White Elementary School
George White Elementary School PTA	\$150.00	Scholastic Reading Counts	George White Elementary School
George White Elementary School PTA	\$3,016.46	Meet the Masters Art Program	George White Elementary School
Simonson Photography, Inc.	\$500.00	Instructional supplies	George White Elementary School
Harold Ambuehl Elementary School PTA	\$5,803.00	Salary for Science instructional assistant	Harold Ambuehl Elementary School
CARE Foundation, Inc.	\$315.00	Supplies	John Malcom Elementary School
Ladera Ranch Education Foundation	\$300.00	Substitutes	Ladera Ranch Elementary School
Ladera Ranch Education Foundation	\$3,230.00	Science Camp Nurse	Ladera Ranch Elementary School
Ladera Ranch Education Foundation	\$5,975.76	Science Camp Transportation	Ladera Ranch Elementary School
Ladera Ranch Education Foundation	\$25,920.00	Science Camp Tuition	Ladera Ranch Elementary School
Ladera Ranch Elementary School PTA	\$298.00	Scholastic Reading Counts	Ladera Ranch Elementary School
Ladera Ranch Elementary School PTA	\$1,529.00	Fourth grade field trip	Ladera Ranch Elementary School
Ladera Ranch Elementary School PTA	\$1,727.00	Fifth grade field trip	Ladera Ranch Elementary School
Ladera Ranch Elementary School PTA	\$2,928.38	Meet the Masters Art Program	Ladera Ranch Elementary School
Ladera Ranch Middle School PTA	\$1,275.14	Technology	Ladera Ranch Middle School
Simonson Photography, Inc.	\$500.00	Instructional supplies	Laguna Niguel Elementary School
AT&T United Way	\$153.00	Supplies	Las Flores Elementary School
CARE Foundation, Inc.	\$105.00	Supplies	Las Flores Elementary School
Education for the Children, Inc.	\$9,316.89	EFC Grants	Las Flores Elementary School
Las Flores Elementary School Booster Club	\$10,000.00	Fifth Grade Science Camp	Las Flores Elementary School
Las Flores Elementary School PTA	\$500.00	Copier Supplies	Las Flores Elementary School
Las Flores Elementary School PTA	\$1,015.00	Walk Through California field trip	Las Flores Elementary School
Las Flores Elementary School PTA	\$4,587.68	Computers	Las Flores Elementary School
CARE Foundation, Inc.	\$225.00	Supplies	Las Flores Middle School
Education for the Children, Inc.	\$13,168.98	EFC Grants	Las Flores Middle School
CARE Foundation, Inc.	\$105.00	Gift	Las Palmas Elementary School
Mr. Chester Delagneau	\$100.00	Donation	Las Palmas Learning Link
Mrs. Patricia Duchene	\$100.00	Donation	Las Palmas Learning Link
Kyle Alder	\$323.05	Gift	Marco Forster Middle School
Bergeson Elementary School Foundation (BESF)	\$937.00	Fourth grade Math books	Marian Bergeson Elementary School
Kona Ice	\$161.40	Supplies	Moulton Elementary School
Kona Ice OC, Inc.	\$72.40	Supplies	Moulton Elementary School
Moulton Elementary School PTA	\$2,375.00	Second Grade field trip	Moulton Elementary School
Moulton Elementary School PTA	\$2,923.00	Riley Farm's Field Trip	Moulton Elementary School
Frank and Frances Leong		Two Viola Carbon Fiber Bows	Niguel Hills Middle School
Mr. and Mrs. Uslander		Tiles for Art Program	Niguel Hills Middle School
Ms. Christina Denney		Power Book G4	Niguel Hills Middle School
Ladera Ranch Education Foundation	\$30,000.00	Primary Music Program	Oso Grande Elementary
Edison International	\$150.00	Music and Science funds	Philip J. Reilly Elementary School

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Edison International	\$150.00	Music and Science funds	Philip J. Reilly Elementary School
Philip J. Reilly School PTA	\$3,696.00	Artmasters Program	Philip J. Reilly Elementary School
San Clemente High School PTA	\$8,750.00	Classroom Mini-Grant	San Clemente High School
Community Prebyterian Church of San Juan Capistrano		Backpacks/bags filled with school supplies	San Juan Elementary School
Kathy DeYeso		Sit and Stretch box for PE	San Juan Elementary School
St. Margaret's Episcopal Church		School uniforms, clothes, and school supplies	San Juan Elementary School
Glenda Wilson		Used violin	San Juan Elementary School
Wendy Marcot		Repairs to Bass Instrument Section	Shorecliffs Middle School
Donna and Arthur Carter		Two laptops for classrooms	Shorecliffs Middle School
Shorecliffs Middle School Educational Foundation	\$2,493.00	School Loop 2011-12	Shorecliffs Middle School
Shorecliffs Middle School Educational Foundation	\$3,364.44	Library furniture	Shorecliffs Middle School
Shorecliffs Middle School Educational Foundation	\$8,977.84	One-half PAL registraation fee	Shorecliffs Middle School
Shorecliffs Middle School PTA	\$165.00	Library furniture	Shorecliffs Middle School
Shorecliffs Middle School PTA	\$4,000.00	Six teacher laptops	Shorecliffs Middle School
Shorecliffs Middle School PTA	\$7,479.06	Breakthrough Coach Supplies	Superintendent's Office
Malachied, Inc.	\$222.30	Teacher Grants	Tesoro High School
Education for the Children, Inc.	\$25,875.19	Drug Testing	Tesoro High School
Tesoro High School PTA	\$6,815.00	EFC Grants	Tijeras Creek Elementary School
Education for the Children, Inc.	\$8,905.23	Primary Music	Tijeras Creek Elementary School
Freedom Communications	\$260.00	Fifth Grade Science Camp	Tijeras Creek Elementary School
Tijeras Creek Elementary School Booster Club	\$2,500.00	Discovery Streaming	Tijeras Creek Elementary School
Tijeras Creek Elementary School PTA	\$589.60	Second Grade field trip	Tijeras Creek Elementary School
Tijeras Creek Elementary School PTA	\$1,635.00	General Supplies	Truman Benedict Elementary School
Edison International	\$200.00	Teaching Supplies	Truman Benedict Elementary School
Mrs. Valerie McCorkle	\$173.95	Art Masters	Truman Benedict Elementary School
Truman Benedict Elementary School PTA	\$1,724.00	Donation	Viejo Learning Link
Mrs. Mai Meserlian	\$100.00	Overtime for lead custodian	Vista del Mar Elementary School
Vista del Mar MAKO Educational Foundation	\$454.55	Physical Education Equipment funds	Vista del Mar Elementary School
Vista del Mar PTA	\$404.50	School Loop 2011-12	Vista del Mar Middle School
Vista del Mar PTA	\$1,605.90	EFC Grants	Wagon Wheel Elementary School
Education for the Children, Inc.	\$6,744.35	Donations for Science Camp	Wagon Wheel Elementary School
Various Parents	\$5,500.00	Donations for Science Camp	Wagon Wheel Elementary School
Various Parents	\$17,660.00		
Total		\$344,926.91	



Consultant Agreement

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT" and Sheri B. Loewenstein

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:** Mediation and problem solving services
for CUSD.

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on January 10, 2012 and will diligently perform as required and complete performance by June 30, 2012.

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

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

None

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: None

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	Sheri B. Loewenstein 21461 Ocean Vista Dr. Laguna Beach, CA 92651

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

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

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

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

a. Exhibit A Fee Schedule

b. Exhibit B None

c. Exhibit C None

CONSULTANT NAME: Sheri B. Loewenstein Contract No. C1112104

This AGREEMENT is entered into this 10th Day of January 2012.

DISTRICT:

CONSULTANT:

By: _____

Terry Fluent, Director of Purchasing

By: _____

Signature

Sheri B. Loewenstein

Printed Name

Title

January 9, 2012

Board Approval Date

Social Security or Taxpayer Identification

Initials/Date BH 12/16/11

FEE SCHEDULE

Capistrano Unified School District

Sheri Loewenstein, Consulting

21461 Ocean Vista Dr.

Laguna Beach, CA. 92651

Home Phone: 949-499-7372

Cell: 714-305-7923

sbloewenstein@gmail.com

Description of Services

Under the direction of the Superintendent, provide mediation and problem solving services for the district.

Rate of Pay and Expenses

Services will be provided at the rate of \$125.00 per hour.

Signature *Sheri Loewenstein* Date *December 16, 2011*

Typed or Printed Name: Sheri Loewenstein

CONTRACTOR'S NAME: Quantum Learning Network

CONTRACT No. I1112031



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Quantum Learning Network 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:** Quantum Learning leadership training program for CUSD Principals and staff.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on January 8, 2012, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: Quantum Learning Network

CONTRACT No. I1112031

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

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

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.

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: Tables, chairs, Music/PA system, Projector, 2 flip charts, markers and pens, extension cord, power strip, lapel microphone & name badges (Reference Exhibit A).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S NAME: Quantum Learning Network

CONTRACT No. II112031

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:

Quantum Learning Network
1938 Avenida Del Oro
Oceanside, CA 92056

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: Quantum Learning Network CONTRACT No. 11112031

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>Event Exhibit #001 PSA CU1211</u>
c. Exhibit	C	<u>Event Exhibit #002 PSA CU1211</u>

THIS AGREEMENT IS ENTERED INTO THIS 10th DAY OF January, 2012.

Capistrano Unified School District
Name of District

Quantum Learning Network
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

January 9, 2012

Board Approval Date

Taxpayer Identification Number

Initials/Date BH 12-13-11

Quantum Learning

Program Offerings and Rates (Effective 12/1/11 thru 12/31/12)

These rates are for full-day trainings only.

(7 hours including breaks and lunch).

Different rates apply to half-day trainings (3.5 hours including breaks).

Put Me in, Coach!: \$2800-\$3200 per day (depends on instructor) + travel + materials/shipping. (4-6 days total). Materials are \$30 per person.

Classroom Coaching and Observation: \$2800-3200 per day + travel and materials/shipping. No materials required.

Quantum Learning for Teachers Levels 1-10: \$2800-\$3200 per day (depends on instructor) + travel + materials/shipping. Materials: \$16 per person, per day of training.

Quantum Learning and Leadership: \$3200 per day + materials/shipping. Materials: \$30 per person total regardless of duration. Optional book *Quantum Learning and Instructional Leadership* available for \$35 per person + shipping.

Quantum Learning for Parents: \$2800 per day + travel + materials/shipping (half-day to 2-day training). \$20 per person total, regardless of duration.

The 8 Keys of Excellence Training and Curriculum: 1-day training: \$3000 + travel. Materials fees listed below. Rates do not include shipping and handling.

Student Workbooks for Classroom Use (grades 3-5; 6-8 or 9-12) =\$14.95 each + shipping

Teacher Guide/Implementation DVD Package = \$99.95 each + shipping

Quantum Learning for Students: (Minimum 2 days)

(80 students= 2 QL staff required per day; 120 students= 3 QLN staff required per day).

Non-residential: \$1750 per day + travel. Materials included. Shipping extra.

Residential: \$2400 per day + travel. Materials included. Shipping extra.

Customized Programs or Topic-Specific Days (created specifically to meet CUSD's request):

QLN offers customized programs and events to match a client's specific needs/objectives. These programs range from \$3000-\$3200 per day + customization fee of \$500. Materials are \$20 per person per day; shipping and travel not included.

Travel Allowances:

QLN agrees to adhere to the following travel allowances set by CUSD:

Food: \$10 breakfast, \$15 lunch & \$20 dinner (not to exceed \$45 per day)

Mileage: IRS standard (currently 55.5 cents per mile)

Lodging: Reasonable for geographic location

Air Travel: must be pre-authorized by CUSD

Shipping/Handling Fees:

Shipping costs and receipts will be required for full payment reimbursement.

Quantum Learning

Event Exhibit #001 to PSA #CU1211

By and Between
Quantum Learning Education and
Capistrano Unified School District
December 5, 2011

This **Event Exhibit #001** (hereinafter referred to as the "Exhibit") specifies the scope, responsibilities, deliverables, and other descriptive information for the delivery of the **Quantum Learning Education ("QLE")** program(s) specified below to **Capistrano Unified School District ("Client", "you" or "your")** (individually a "Party"; collectively the "Parties").

Event Description	Quantum Learning and Leadership Institute			Contact	Dr. Amy Bryant Director VI, Curriculum and Instructional Support Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 Email: ajbryant@capousd.org Office: 949-234-9254 Cell: 619-993-2101
Event Dates	January 9 & 23, 2012	Duration	2 days – 4 hours per day		
		Number of Programs	Two (2) half-day programs for administrators and school leaders		
Program Content	<ul style="list-style-type: none"> Quantum Learning and Leadership 				
Client to provide	<ul style="list-style-type: none"> Suitable space for up to 60 administrators on January 9th & 23rd, 2012 Access to each site at least 2 hours prior to presentation Equipment at each site to include: <ul style="list-style-type: none"> Tables and chairs for the specified number of participants (removable seating, arranged in horizontal rows—all participants facing the front of the room). Lecture hall, movie theater, or auditorium style seating should be avoided (see attached map) Music system/PA with access for MP3/iPod LCD Projector and Screen 2 flip chart stands (with a sturdy back for writing on the chart, must be at least five foot, ten inches tall) 2 flip chart paper pads (blank paper; please refrain from getting "Post-it" brand) Thin markers or ball point pens (at least four different colors for each attendee) 1 extension cord & power strip Cordless lapel microphone Name badges for all attendees 				
QLE to provide:	<ul style="list-style-type: none"> One (1) certified Quantum Learning facilitator for each day (up to 60 participants) Quantum Learning and Leadership insert and binder for each participant on January 9th & 23rd, 2012 Room setup and program materials 				
Event Daily Schedule	<ul style="list-style-type: none"> January 9th & 23rd 8:00 AM – 12:00 PM w/ 30 minutes for breaks each morning 				
Site(s)	<ul style="list-style-type: none"> TBD 				

How You Can Help

Quantum Learning Education is committed to our clients' growth and satisfaction. Over the years, we've discovered a few tips that will help ensure the success of your Quantum Learning program. We depend on your help in these areas. Please assist us in making your professional development day a success for everyone.

Here's how you can help:

Wheels of Learning. We suggest that you provide coffee, tea and treats (fruit, muffins, etc.) the morning of the program. For a full-day program, we encourage having water and granola bars or similar healthy snacks available in the afternoon. And, of course, you may want to provide lunch if it is convenient on your campus.

Confirm For Clarity. Send a confirmation note to each participant enrolled in the program. The notice should clarify the start and end times, the location, and the topics to be covered.

Give Them Time. Please make sure all participants are granted the time to attend. Remove all scheduling conflicts. This reduces stress on the attendees and implies value in the scheduled presentations.

Environmental Impact. Help us create a positive environment for learning. Confirm the presentation room can maintain a comfortable temperature, has adequate lighting, and electrical outlets. Check the room for cleanliness. Be sure to have tables and comfortable chairs for the participants.

Focus For Success. Except in the case of an emergency, we request that any notices, messages, phone calls or other contact with attendees be held until the completion of the program.

This **Event Exhibit #002** (hereinafter referred to as the "Exhibit") specifies the scope, responsibilities, deliverables, and other descriptive information for the delivery of the **Quantum Learning Education ("QLE")** program(s) specified below to **Capistrano Unified School District ("Client", "you" or "your")** (individually a "Party"; collectively the "Parties").

Event Description	"Put Me In, Coach!" Workshop			Contact	Dr. Amy Bryant Director VI, Curriculum and Instructional Support Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 Email: ajbryant@capousd.org Office: 949-234-9254 Cell: 619-993-2101
Event Dates	TBD	Duration	6 days – 7 hours per day		
		Number of Programs	Six (6) day programs for Teachers on Special Assignment (Coaches)		
Program Content	<input checked="" type="checkbox"/> Quantum Learning and Leadership				
Client to provide	<input checked="" type="checkbox"/> Suitable space for up to 15 teachers/coaches for each day <input checked="" type="checkbox"/> Access to each site at least 2 hours prior to presentation <input checked="" type="checkbox"/> Equipment at each site to include: <ul style="list-style-type: none"> o Tables and chairs for the specified number of participants (removable seating, arranged in horizontal rows—all participants facing the front of the room). Lecture hall, movie theater, or auditorium style seating should be avoided (see attached map) o Music system/PA with access for MP3/iPod o LCD Projector and Screen o 2 flip chart stands (with a sturdy back for writing on the chart, must be at least five foot, ten inches tall) o 2 flip chart paper pads (blank paper; please refrain from getting "Post-it" brand) o Thin markers or ball point pens (at least four different colors for each attendee) o 1 extension cord & power strip o Name badges for all attendees 				
QLE to provide:	<input checked="" type="checkbox"/> One (1) certified Quantum Learning facilitator for each day (up to 15 participants) <input checked="" type="checkbox"/> "Put Me In, Coach!" insert and binder for each participant <input checked="" type="checkbox"/> Room setup and program materials				
Event Daily Schedule	<input checked="" type="checkbox"/> 8:00 AM – 3:00 PM each day w/ 1 hour for lunch and breaks – dates are TBD				
Site(s)	<input checked="" type="checkbox"/> Capistrano Unified School District office, Room TBD				

How You Can Help

Quantum Learning Education is committed to our clients' growth and satisfaction. Over the years, we've discovered a few tips that will help ensure the success of your Quantum Learning program. We depend on your help in these areas. Please assist us in making your professional development day a success for everyone.

Here's how you can help:

Wheels of Learning. We suggest that you provide coffee, tea and treats (fruit, muffins, etc.) the morning of the program. For a full-day program, we encourage having water and granola bars or similar healthy snacks available in the afternoon. And, of course, you may want to provide lunch if it is convenient on your campus.

Confirm For Clarity. Send a confirmation note to each participant enrolled in the program. The notice should clarify the start and end times, the location, and the topics to be covered.

Give Them Time. Please make sure all participants are granted the time to attend. Remove all scheduling conflicts. This reduces stress on the attendees and implies value in the scheduled presentations.

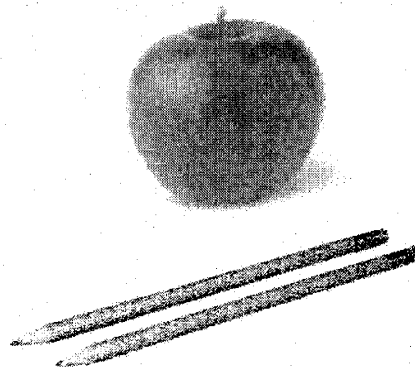
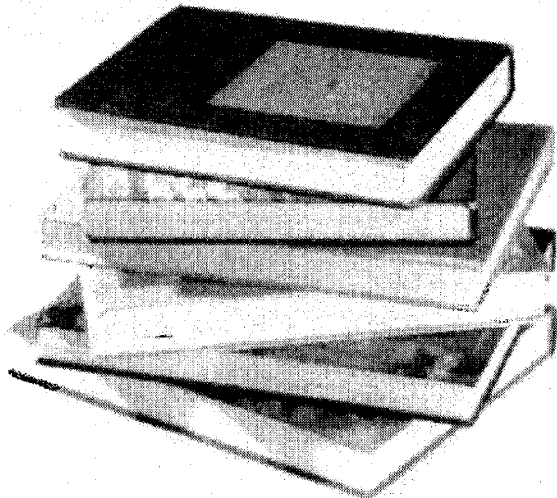
Environmental Impact. Help us create a positive environment for learning. Confirm the presentation room can maintain a comfortable temperature, has adequate lighting, and electrical outlets. Check the room for cleanliness. Be sure to have tables and comfortable chairs for the participants.

Focus For Success. Except in the case of an emergency, we request that any notices, messages, phone calls or other contact with attendees be held until the completion of the program.

**Proposal for Workers' Compensation
Claims Audit**

October 2011

**San Juan Capistrano
Unified School District**



Aon Global Risk Consulting
West Santa Clara Street, Suite 1150
San Jose, CA 95050
t: 408.534.6336 | f: 408.289.9021
aon.com

EXHIBIT 19



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Cover Letter

October 18, 2011

Via email

Jeff Bristow
San Juan Capistrano USD
Insurance Programs - Executive Director
jbristow@capousd.org

**Re: San Juan Capistrano Unified School District
Workers' Compensation Program Audit Proposal**

Dear Mr. Bristow,

Thank you very much for the opportunity to offer our services to the San Juan Capistrano Unified School District for the audit of your workers' compensation program.

By way of background, Aon and its subsidiaries have been involved in the auditing and assessment of municipalities, school districts, JPAs and other governmental and quasi-governmental agencies for a number of years. I will be the person doing the audit so you will see my resume at the end of the proposal.

I believe the proposal has responded to the District's needs that you outlined in our telephone conversation of Friday, October 14, 2011. Should there be anything you or the District would like addressed further, please feel free to contact the undersigned. I look forward to your response so we can agree to a time to start the project

Very truly yours,

Eugene A. Clancy

Eugene A. Clancy, ARM, AIT, CRIS
Aon Risk Solutions

Cc: Paul Braun – Aon/Los Angeles
Steven Kahn – Aon/Irvine

Offeror's Proposal

Proposal Description

The San Juan Capistrano Unified School District (the District) has requested a proposal for the auditing of the District's self-insured workers' compensation program. The current Third Party Administration (TPA) services are provided by Corvel out of Rancho Cucamonga, CA. The prior TPA, Hazelrigg, was purchased by Corvel a few years ago. In total, the same TPA staff has been providing claim handling services to the District since 2000 through a series of three year contracts. The last audit of the District's workers' compensation program was completed in 2008 and involved 22 files.

Our Work Scope and Work Plan have been specifically designed to allow us to:

- Analyze current claims handling procedures against 14 key claim handling best practices.
- Evaluate Corvel's reserving procedures, including accuracy of current reserves and timeliness in changing reserves.
- Evaluate the medical cost containment procedures in place.
- Identify opportunities to reduce costs through changes in claims management, cost containment practices, and return to work programs.

We will provide a clear concise report the District can use to implement change and monitor progress. It will be written so those without a risk or claims management background can understand our recommendations.

Audit Sample

Consultation with actuary services reflected the need to audit 69 files based on an open inventory of 247 files, with a 95% confidence level and a +/- 10% confidence interval. We understand the District desires to limit the file selection to a total around 25 files. We propose the following matrix for file selection, by type:

File Type	25 file Audit	69 File Audit
Medical Only Files	2	6
Indemnity Files	15	42
Future Medical Files	8	21

A sampling of closed files will also be included in the sample. We believe the sample size illustrated is sufficient to ensure discovery of any systemic difficulties in claims

administration procedures. The sample selection will cross incurred value categories, claim handler assignments and fiscal years.

We will analyze and evaluate claim management activities retrospectively to September 1, 2010. Our experience reflects that limiting the historical analysis better allows the organization to focus on current issues and staff assigned to their program. There is little value in evaluating people no longer involved in the program or exposures that may no longer be present. Our analysis of the claims will address and score the fourteen claims handling components as found in Attachment A.

We will provide one unbound hardcopy report and five bound copies along with a PDF version. The confidential individual claims details can be redacted from the report for distribution to parties within the District who are interested in the findings and recommendations.

Work Plan

To ensure a thorough analysis of each issue listed in the Proposal Description above, we will proceed to.

1. Conduct an initial interview with the District to discuss its issues of major importance, timing, data needs and related issues.
2. Request loss information from the District once an agreement is in place and create a data base through which we will gather the data.
3. Review all material received.
4. Provide claims audit sample list to the District for approval prior to providing it to the TPA.
5. Complete the claims audit and conduct a preliminary debrief on the final day.
7. Complete our analysis of all data.
8. Prepare a draft report. We take great care in preparing our reports. Clients use them over a period of years to implement new programs and to monitor progress.
9. Based on comments received in the report discussion, conduct any needed additional analysis and prepare and deliver the final report.

We will maintain communication with the District throughout the project. The goal is to ensure we fully understand issues of importance to the District and obtain any needed input.

Timeline

The following table shows our proposed time schedule. Depending upon the availability of TPA, individuals to participate and data, the project will progress per the proposed schedule.

Proposed Time Schedule

Activity	Estimated Time of Completion
Advise TPA of audit and agree to audit start date	45 days prior to audit
Conduct initial interview with the District	45 days prior to audit
Receive from the District/TPA the needed loss information from which to select the audit files	40 days prior to audit
Provide claims audit list to District for approval	35 days prior to audit
Provide claims audit list to TPA	30 days prior to audit
Commence the audit	Start date
Debrief with TPA and District	Final audit day
Deliver a draft report of findings and recommendations	21 days following audit completion
Discuss the draft report and complete agreed edits	14 days following TPA final rebuttal
Deliver the final report	7 days following final draft acceptance
Personal presentation and discussion of report	As required

We will work with the District and TPA to finalize a work schedule that meets the District's needs.

Audit Pricing

The fixed fees recommended to complete the Work Scope set forth in this proposal are outlined in the following matrix. Additional fees will be billed separately for personal presentation of the report to the District.

25 File Audit	
On-Site	Remotely
\$8500	\$7500

69 File Audit	
On-Site	Remotely
\$20,000	\$18,000

Attachments

Gene Clancy's Resume

Eugene Clancy

Aon Global Risk Consulting
San Jose, CA, United States

Current Responsibilities:	Gene's expertise includes assisting clients in the management of their workers' compensation programs. Gene works with the clients to assess their program in terms of both present status and the long-term goals. He assists the client in identifying areas of concern and implementing custom designed programs to meet their goals. In addition to claim reviews and audits, Gene is able to provide his clients access to Aon's proprietary programs such as the TPA Selection Matrix, Accelerated Claim Closure, and Aon's national network of claim experts.
Special Areas of Expertise:	Casualty Claims - Claim Audits Workers' Claim Reviews Compensation Claim Resolution Claim Training and Education TPA and Vendor Specifications Service Comparison Selection & Relationship Management
Prior Industry Experience:	<p>Prior to joining Aon, Gene was a TPA Claim Manager for a major international client handling both Northern and Southern California workers' compensation programs. Under his leadership, the open inventory of claims was significantly reduced, as were the outstanding program liabilities. Additional cost reduction practices were created and implemented to further reduce their cost of risk. Gene pursued an active partnership with the client and insurer creating a unified team to address the challenges created in the California workers' compensation system.</p> <p>Gene has his Associate in Risk Management (ARM), Associate in Information Technology (AIT) and Construction Risk and Insurance Specialist (CRIS)</p>

designations. He additionally is a California State Certified Self-Insured Administrator and maintains a California Fire & Casualty Brokers License. He is one of the few California workers compensation professionals who has a strong working knowledge of general and automobile liability claims and is often sought out to evaluate the settlement of workers' compensation claims when the civil arena is involved.

Education:

Santa Clara University - BA, English, 1981

Professional Designations:

Licensed California Fire & Casualty Broker
California State Self-Insured Administrator
ARM (Associate in Risk Management)
AIT (Associate in Information Technology)
CRIS (Construction Risk and Insurance Specialist)

Attachment A - Claim Handling Components

Claims Audit

Scoring by Components with Financials
2011

Sample TPA

Sample CLIENT

Claims Reviewed:	200	Actual Reserve:	\$6,829,669
Incurred:	\$20,006,199	Recommended Reserve:	\$6,756,631
Paid:	\$13,176,530	Net Reserve Change:	(\$73,037)

Red indicates the score for that component did not meet or exceed target.

Components	Claims	Number of Responses			Weighted		Score	Target
	# Graded	Yes	No	n/a	Actual	Possible	Pct	Pct
01 Caseloads	200	397	0	3	397	397	100%	100%
02 Case Review/Documentation	195	682	43	475	682	725	94%	95%
03 Compensability	60	83	4	513	83	87	95%	100%
04 Initial Contacts	48	189	18	993	189	207	91%	95%
05 Payments	140	300	12	1,888	300	312	96%	100%
06 Medical Administration	133	375	13	1,212	375	388	97%	95%
07 Apportionment	19	25	3	372	25	28	89%	95%
08 Litigation	30	68	8	924	68	76	89%	95%
09 Subrogation	7	11	6	983	11	17	65%	95%
10 Vocational Rehabilitation/SJDB	1	2	0	1,998	2	2	100%	95%
11 Excess Insurance	2	5	0	1,195	5	5	100%	100%
12 Reserves	192	746	44	1,210	746	790	94%	95%
13 Resolution	70	110	17	473	110	127	87%	95%
14 Supervision	185	252	93	55	252	345	73%	95%
Overall		3,245	261	12,29	3,245	3,506	93%	95%

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 9, 2012

**AWARD OF REQUEST FOR QUALIFICATIONS NO. 8-1011, FINANCIAL ADVISORY
SERVICES – FIELDMAN ROLAPP & ASSOCIATES AND GOVERNMENT
FINANCIAL SERVICES**

BACKGROUND INFORMATION

At the April 11, 2011, Board meeting, the Trustees authorized advertising RFQ No. 8-1011, Financial Advisory Services. The RFQ was designed, and the scope of work and rating system developed to meet the specific requirements of the District. The solicitation of proposals was received by 17 firms. The District received five proposals, which are available for review in the Purchasing Department.

The five proposals were screened for adherence to the following submittal requirements:

1. Business Profile
2. Community Commitment
3. Performance Standards
4. Expertise
5. Related Experience
6. Cost and Rates
7. Insurance & Indemnification
8. Additional Data

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

The Evaluation Committee (was comprised of Ron Lebs, Deputy Superintendent, Business and Support Services; David Carter, Executive Director, Fiscal Services; and Cindy Brown, Manager, Accounting) reviewed the five proposals and ranked them according to criteria established in the RFQ. The firms were evaluated on the following:

1. Qualification and availability of key persons to be assigned to the contract resulting from this solicitation
2. Number of years of experience the proposer has in this type of business and with accounts of this size
3. Demonstrated competence
4. Experience in performance of comparable work or delivery of comparable goods
5. Fees
6. Conformance with the terms of this RFQ

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

- KNN Public Finance
- Fieldman Rolapp & Associates
- Government Financial Services

The interview panel, comprised of Ron Lebs, David Carter, and Cindy Brown, heard presentations from the three firms and held a question-and-answer period to further evaluate their experience and ability to provide financial advisory services for the District.

The selected firms will be required to execute the District's standard consultant agreement. The firms will be used on an as-needed basis. The agreement consists of an initial one-year term with two additional annual renewals at the option of the Board of Trustees.

CURRENT CONSIDERATIONS

This agenda item seeks the award of RFQ No. 8-1011, Financial Advisory Services to Fieldman Rolapp & Associates and Government Financial Services. Both firms provided sufficient evidence of their capability to perform the expected scope of services. These firms were selected for their high level of technical qualifications and professionalism. This selection process provides additional consultants for the delivery of financial services.

FINANCIAL IMPLICATIONS

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

STAFF RECOMMENDATIONS

It is recommended the Board of Trustees award RFQ No. 8-1011 Financial Advisory Services to Fieldman Rolapp & Associates and Government Financial Services for financial advisory services on an as-needed basis.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 9, 2012

**AMENDMENT/EXTENSION OF LISTING AGREEMENT
WITH GRUBB & ELLIS COMPANY**

BACKGROUND INFORMATION

In 2006 and 2007, Trustees were presented with a plan to consolidate District personnel within the newly constructed District Office and “free up” office space for potential lease-income generation opportunities. At that time, three major objectives were identified: 1) maximize efficiency by combining or eliminating duplicate services among staff and equipment; 2) generate income from leasing vacant space; and 3) direct additional revenue to needed general fund expenses. As a result, portions of Building ‘C’ were leased to outside agencies including approximately 4,000 square feet of space to SchoolsFirst Federal Credit Union.

Subsequently, 20,600 square feet of Building C was leased to (a private technology firm) “IQinVision,” leaving 1,407 square feet of vacant space in Building C. To execute a lease agreement with IQinVision, Trustees authorized staff to enter into a 120-day listing agreement with the real estate brokerage firm of Grubb & Ellis Company. In 2010, the District successfully negotiated with IQinVision to lease the remaining 1,407 square feet and in doing so, extended the listing agreement with Grubb & Ellis Company to complete the transaction. Currently, IQinVision pays \$2.30 per square foot (or \$47,380 per month) for the initial leased space of 20,600 square feet, and \$1.80 per square foot (or \$2,532.60 per month) for the 1,407 square feet. In total, the two agreements currently provide approximately \$50,000 per month to the District.

IQinVision’s broker, Voit, contacted Grubb & Ellis Company (the District’s broker used in the previous transaction) regarding a desire to extend their term for another 28 months with a new expiration date of December 31, 2015. Grubb & Ellis Company is interested in continuing to represent the District. Although specific rental rates have not been negotiated as of yet, Grubb & Ellis Company believes that an amended agreement with a longer term would result in significant positive rental income. Extending the listing agreement with Grubb & Ellis Company would allow District representatives to negotiate an amended/extended lease agreement with IQinVision.

CURRENT CONSIDERATIONS

The purpose of this agenda item is to seek approval of an extension of the Exclusive Listing Agreement between the District and Grubb & Ellis Company for representation in the negotiation, formation, and execution of an amended/extended lease agreement with IQinVision for the total leased area of 22,007 square feet of office space in Building C. Once the draft amended/extended lease agreement is prepared with specific terms and conditions, staff will bring the agreement to the Trustees for consideration and approval.

FINANCIAL IMPLICATIONS

While specific terms have not yet been negotiated, an extended lease agreement with IQinVision for the 22,007 square feet of office space could result in a substantial net gain in rental income. Broker commissions paid by the District will be based upon the net increase in rental income.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve an extension of the Exclusive Listing Agreement between the District and Grubb & Ellis Company to represent the District in the negotiation, formation, and execution of an amended/extended lease agreement with IQinVision for 22,007 square feet of office space in Building C.



GRUBB & ELLIS®

From Insight to Results

December 12, 2011

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

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

Dear Ron:

This is a written confirmation that the above referenced existing Listing Agreement shall be extended until the conclusion of negotiations with IQinVision. All terms and conditions of the Listing Agreement shall remain in effect until that time.

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

Sincerely,

Gregory M. Puccinelli
Senior Vice President

cc: Greg May

AGREED AND ACCEPTED:

CAPISTRANO UNIFIED SCHOOL DISTRICT

GRUBB & ELLIS COMPANY

By: _____
Ron Lebs
Capistrano Unified School District

By: _____
Greg May
Executive Vice President, Managing Director

Date: _____

Date: _____



July 14, 2010

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

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

Dear Ron:

This is a written confirmation that the above referenced existing Listing Agreement shall be extended until the conclusion of negotiations with IQinVision. All terms and conditions of the Listing Agreement shall remain in effect until that time.

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


Sincerely,

Gregory M. Puccinelli
Senior Vice President

cc: Scott Johnstone
Greg May

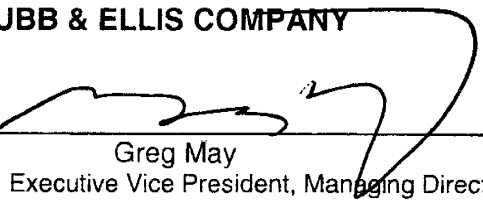
AGREED AND ACCEPTED:

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: 
Ron Leos
Deputy Superintendent, Business Services

Date: JUL 14 2010

GRUBB & ELLIS COMPANY

By: 
Greg May
Executive Vice President, Managing Director

Date: _____

EXCLUSIVE AUTHORIZATION OF LEASE

OWNER hereby grants to GRUBB & ELLIS COMPANY ("Broker"), the exclusive right to negotiate a lease or leases with respect to the real property described below (the "Property") for a period commencing on August 14, 2007 and ending at midnight on December 14, 2008, (the "Listing Period"), unless this Authorization is extended in writing and signed by both Owner and Broker. The Property is located at 33122 Valle Road in the City of San Juan Capistrano, County of Orange, State of California and further described as approximately 22,000 square feet of an approximately 129,000 square foot, two story office building. The Lease(s) shall be for a rental rate for a minimum term, or such other terms and conditions acceptable to the Owner of the Property.

If during the Listing Period negotiations involving the leasing of the Property have commenced, a Letter of Intent has been signed and negotiations are continuing after the termination of the Listing Period, then the Listing Period shall be extended with respect to such transaction(s) and negotiations for a period through the earlier of (i) sixty (60) days and (ii) the termination of such negotiations or the consummation of such transaction.

In consideration of this Authorization and Broker's agreement diligently to pursue the procurement of tenant(s) for the Property, Owner agrees to pay Broker commission(s) in cash as follows:

GROSS LEASE

6% of the rent for the first 60 months;
4% of the rent for the second 60 months;

NET LEASE

(where tenant pays all real property taxes)

7% of the rent for the first 60 months;
6% of the rent for the second 60 months;

- Commencement of Rent:** For the purpose of computing the amount of the commission due on a leasing transaction, the first month when the base or minimum rental commences shall be deemed to be the first month of the lease.
- Term of More Than 30 Years:** If the initial lease term is in excess of 30 years, then the commission shall be calculated only upon the rental to be paid during the first 30 years of the term of the lease.
- Month-to-Month Tenancy:** The commission shall be fifty percent (50%) of the first month's rent but in no event less than \$1,000. In the event that a month-to-month tenant subsequently executes a lease, either direct with Owner or through Broker, within 24 months from the date of first occupancy of the month-to-month tenant, then Broker shall receive a leasing commission with respect to such lease in accordance with the provisions of this Schedule.
- Additional Space Taken:** If the area of the leased premises is expanded prior to a tenant taking occupancy, whether pursuant to an option in or an amendment of the lease or any other agreement, then a leasing commission, computed in accordance herewith, shall be paid for such additional space on the same terms as set forth in Section 5 below. If the area of the leased premises is expanded, a full leasing commission shall be due for such additional space.
- Payment:** One-half of leasing commission shall be paid upon the mutual execution of a lease by lessor and tenant, and the balance shall be paid within thirty (30) days after the tenant is in occupancy and paying rent.

Owner shall pay said commissions to Broker, if and when required by this Authorization, if during the Listing Period the Property or any part thereof is leased to a tenant by or through Broker, Owner or any other person or entity. Owner shall also pay said commission to Broker, if and when required by this Authorization, if within sixty (60) days after the expiration of the Listing Period: (1) the Property, or any interest therein, is leased to any person or entity which during the term of the Listing Period made a written offer to lease the Property, or any interest therein, whether or not such transaction is consummated on the same or different terms and conditions contained in such offer; or (2) the Property or any interest therein is leased, within sixty (60) days after the expiration of the Listing Period, to any person or entity with whom Broker has negotiated or to whom Broker has submitted the Property in an effort to effect a transaction during the Listing Period and whose name appears on any list of such persons or entities (the "Registration List") which Broker shall have mailed to Owner at the address below stated within five (5) business days following such expiration. The Registration List may only contain up to ten (10) names.

Owner agrees to cooperate with Broker in effecting a lease or leases of the Property and promptly to refer to Broker all inquiries of any person or entity interested in leasing premises in the Property. Broker shall have the right to participate in all negotiations unless Owner determines that such participation will jeopardize the prospects of executing a lease. Broker is authorized to accept a deposit from any prospective tenant. Broker is further authorized to advertise the Property and shall have the exclusive right and the obligation, at Broker's expense, to place a sign or signs on the Property to facilitate the leasing thereof. All signs shall be subject to Owner's prior approval.

It is understood that it is illegal for either Owner or Broker to refuse to present, sell or lease real property to any person because of race, color, religion, national origin, sex, marital status, age or physical disability.

Except as disclosed in an addendum hereto signed by both Owner and an officer of Broker, Owner hereby warrants and represents to Broker that (1) Owner is not a party to any right to lease the Property, and (2) neither Broker nor any salesperson affiliated with Broker has made any promise or representations to or agreements with Owner not contained herein which in any manner affect Owner's and Broker's rights and obligations under this Authorization.

Owner agrees to defend, indemnify and hold Broker harmless from any and all claims, liabilities, demands and damages arising from information supplied by Owner that Owner knows is incorrect or from Owner's failure to supply any tenant any information in Owner's possession that Owner knows would materially and adversely affect such tenant.

Broker agrees to defend, indemnify, and hold Owner, its officers, agents and employees, harmless from any and all claims, liabilities, demands and damages arising from the breach of this Authorization or the willful misconduct or gross negligence by Broker or by Broker's employees, officers or agents.

In the event a claim or controversy arises concerning any failure to pay Broker all or any portion of the amounts provided herein, Owner and Broker hereby agree that such claim or controversy shall be settled by final, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, which rules are incorporated herein by reference, provided, however, that all persons nominated to act as arbitrators of such claim or controversy shall be attorneys at law duly licensed to practice before the courts of the State where the arbitration is conducted. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Depositions may be taken and other discovery may be obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings. The unsuccessful party shall pay the costs of conducting the arbitration. In the event any arbitration proceeding (or legal action to enforce an arbitration

award) is commenced to recover compensation hereunder the prevailing party shall be entitled to recover its expenses and reasonable attorneys' fees incurred therein from the unsuccessful party. The liability of the parties caused by a breach of this Authorization will be limited to direct damages, and in no event will either party be liable to the other for any loss of or damage to revenues, profits, goodwill or other special, incidental, exemplary, punitive, indirect, or consequential damages of any kind resulting from the performance or failure to perform pursuant to the terms of this Authorization or from the provision of services hereunder, even if such party has been advised of the possibility of such damages.

NOTICE: BY INITIATING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MAY POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIATING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. WE HAVE READ AND UNDERSTOOD THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

OWNER AF BROKER KS

Arbitration of Disputes. In the event a claim or controversy arises concerning any failure to pay Broker all or any portion of the amounts provided herein, Owner and Broker hereby agree that such claim or controversy shall be settled by final, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, which rules are incorporated herein by reference, provided, however, that all persons nominated to act as arbitrators of such claim or controversy shall be attorneys at law duly licensed to practice before the courts of the State where arbitration is conducted. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Depositions may be taken and other discovery may be obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings. The unsuccessful party shall pay the costs of conducting the arbitration. In the event any arbitration proceeding or legal action to enforce an arbitration award is commenced to recover compensation hereunder, the prevailing party shall be entitled to recover its expenses and reasonable attorneys' fees incurred therein from the unsuccessful party.

In the event that Owner and Broker have not elected to resolve commission disputes by arbitration as provided above, if a claim or controversy arises concerning any failure to pay Broker all or any portion of the amounts provided therein, the prevailing party shall be entitled to its costs and attorneys' fees in any legal action regarding the collection of a commission due hereunder.

If there is a failure to make any payment to Broker at the time required herein, the delinquent sum(s) shall bear interest at the rate of ten percent (10%) per year or the maximum rate permitted by law, whichever is lower.

Owner hereby authorizes Broker to represent and serve as agent for any purchaser or tenant, or prospective purchaser or tenant, of the Property or of any interest therein, and Owner hereby waives any conflict of interests which might arise as a result thereof.

The heirs, transferees, successors and assigns of the parties hereto are duly bound by the provisions hereof.

CALIFORNIA SALE/LEASE AMERICANS WITH DISABILITIES ACT, HAZARDOUS MATERIALS AND TAX DISCLOSURE

The Americans With Disabilities Act is intended to make many business establishments equally accessible to persons with a variety of disabilities; modifications to real property may be required. State and local laws also may mandate changes. The real estate brokers in this transaction are not qualified to advise you as to what, if any, changes may be required now, or in the future. Owners and tenants should consult the attorneys and qualified design professionals of their choice for information regarding these matters. Real estate brokers cannot determine which attorneys or design professionals have the appropriate expertise in this area.

Various construction materials may contain items that have been or may in the future be determined to be hazardous (toxic) or undesirable and may need to be specifically treated/handled or removed. For example, some transformers and other electrical components contain PCBs, and asbestos has been used in components such as fire-proofing, heating and cooling systems, air duct insulation, spray-on and tile acoustical materials, linoleum, floor tiles, roofing, dry wall and plaster. Due to prior or current uses of the Property or in the area, the Property may have hazardous or undesirable materials (including lead-based paint), minerals, chemicals, hydrocarbons, or biological hazards (including, but not limited to, mold) or radioactive items (including electrical and magnetic fields) in soils, water, building components, above or below-ground containers or elsewhere in areas that may or may not be accessible or noticeable. Such items may leak or otherwise be released. Real estate agents have no expertise in the detection or correction of hazardous or undesirable items. Expert inspections are necessary. Current or future laws may require clean up by past, present and/or future owners and/or operators. It is the responsibility of the Seller/Lessor and Buyer/Tenant to retain qualified experts to detect and correct such matters and to consult with legal counsel of their choice to determine what provisions, if any, they may include in transaction documents regarding the Property.

Sellers/Lessors are required under California Health and Safety Code Section 25915 et seq. to disclose reports and surveys regarding asbestos to certain persons, including their employees, contractors, co-owners, purchasers and tenants. Buyers/Tenants have similar disclosure obligations. Sellers/Lessors and Buyers/Tenants have additional hazardous materials disclosure responsibilities to each other under California Health and Safety Code Section 25359.7 and other California laws. Consult your attorney regarding this matter, and make proper disclosures. Grubb & Ellis Company is not qualified to assist you in this matter or provide you with other legal or tax advice.

Sale, lease and other transactions can have local, state and federal tax consequences for the seller/lessor and/or buyer/tenant. In the event of a sale, Internal Revenue Code Section 1445 requires that all buyers of an interest in any real property located in the United States must withhold and pay over to the Internal Revenue Service (IRS) an amount equal to ten percent (10%) of the gross sales price within ten (10) days of the date of the sale unless the buyer can adequately establish that the seller was not a foreigner, generally by having the seller sign a Non-Foreign Seller Certificate. Note that depending upon the structure of the transaction, the tax withholding liability could exceed the net cash proceeds to be paid to the seller at closing. California poses an additional withholding requirement equal to three and one-third percent (3-1/3%) of the gross sales price on all individuals (California residents and non-residents alike) and on entities with a last known street address outside of the State of California if the sale price exceeds \$100,000. Consult your tax and legal advisor. Real estate brokers are not qualified to give legal or tax advice or to determine whether any other person is properly qualified to provide legal or tax advice.

NO AMENDMENTS TO OR MODIFICATIONS OF THIS AUTHORIZATION NOR THE TERMINATION OF THIS AUTHORIZATION SHALL BE VALID OR BINDING UNLESS MADE IN WRITING AND SIGNED BY BOTH OWNER AND AN OFFICER OF BROKER. OWNER HEREBY ACKNOWLEDGES THAT SALESPERSONS AFFILIATED WITH BROKER ARE NOT AUTHORIZED TO MAKE OR APPROVE ANY ADDITIONS TO, DELETIONS FROM OR ALTERATIONS OF THE PRINTED PROVISIONS OF THIS AUTHORIZATION OR TERMINATE THIS AUTHORIZATION. ANY PURPORTED AMENDMENT, MODIFICATION OR TERMINATION OF THIS AUTHORIZATION WHICH IS ORAL, OR WHICH IS IN WRITING BUT NOT SIGNED BY BOTH OWNER AND AN OFFICER OF BROKER, SHALL BE VOID AND OF NO EFFECT WHATSOEVER.

Owner hereby acknowledges that neither Broker nor any salesperson associated with Broker is qualified or authorized to give legal or tax advice; if Owner desires such advice he shall consult with an attorney or accountant.

The undersigned hereby authorizes Broker to publicize any transactions that occur involving the subject property during the time of this Authorization. Broker shall have the right to name the parties to the transaction, and the size of the space, but shall not disclose any financial aspects of the transaction.

Owner acknowledges receipt of a copy of this Authorization which Owner has read and understands.

Other terms and conditions: If tenant is represented by a member of the listing team, Scott Johnstone or Greg Puccinelli, the commission shall be 4% for the first 60 months and 2% for the second 60 months for a Full Service Gross Lease; and 6% for the first 60 months and 5% for the second 60 months, Triple Net Lease.

DATED: 10/22 2007 OWNER

By:

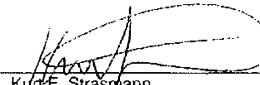
By:

Address:

Telephone:

GRUBB & ELLIS COMPANY
4675 MacArthur Court, Suite 1600
Newport Beach, CA 92660

By:


Kurt F. Strasmann
Executive Vice President
Managing Director

Capistrano Unified School District
Ray R. McKean
Director, Facilities Services
33222 Valle Road
San Juan Capistrano, CA 92675
949 234-9449

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 9, 2012
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. Andrews, Cynthia	FS Worker	Personal	10/07/2008	06/23/2011
2. Cohen, Jeffrey	Inst Asst-Presch	Personal	08/24/2005	01/06/2012
3. DeCorte, Angelica	Inst Asst-Sp Ed	Other Employment	01/07/2008	12/12/2011
4. Fox, Christine	Personnel Assistant	Personal	05/23/2011	02/03/2012
5. Goetz, Amanda	IF-Sp Ed	Personal	10/17/2011	12/08/2011
6. Kajo, Ismeta	FS Worker	Relocation	05/29/2001	06/23/2011
7. Larsen, Penny	Manager IV, Budget	Other Employment	08/01/2011	01/06/2012
8. Larson, Jennifer	IF-Sp Ed	Personal	10/25/2011	11/10/2011
9. Pontecorvo, Danielle	IF-Sp Ed	Personal	02/02/2011	09/06/2011
10. Willis, Macey	IF-Sp Ed	Personal	03/03/2011	09/06/2011

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
11. Atkins, Holly	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	01/10/2012
12. Banegas, Jenny	FS Worker (9.5mo/15hpw)	\$12.14 hr	R14-1	01/10/2012
13. Gonzalez, Genevieve	Caregiver-Sp Ed (9.5mo/30hpw)	\$13.74 hr	R19-1	01/10/2012
14. Harshman, Shannon	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	12/13/2011
15. Hendry, Dannielle	LVN (9.5mo/17.5hpw)	\$18.02 hr	R30-1	01/10/2012
16. Hossain, Samina	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	01/10/2012
17. Neuenswander, Jane	LVN (9.5mo/17.5hpw)	\$18.02 hr	R30-1	01/10/2012
<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
18. Allison, Jamie	IF-Sp Ed	\$14.79 hr	R22-1	12/01/2011
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	
19. Blanco, Robert	Groundskeeper	\$16.74 hr	R27-1	11/22/2011
20. Chavez, Arthur	Groundskeeper	\$16.74 hr	R27-1	01/10/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 9, 2012
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
21. Duty, Veronika	IF-Sp Ed	\$14.79 hr	R22-1	11/29/2011
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	
22. Johnson, Suk Han	FS Worker	\$12.14 hr	R14-1	11/29/2011
23. Lewitter, Ira	Sch Bus Driver	\$17.48 hr	R28-1	01/10/2012
24. Marandi, Betty Ann	IF-Sp Ed	\$14.79 hr	R22-1	11/28/2011
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	
25. Raguro, Zyra	LVN	\$18.02 hr	R30-1	01/10/2012
26. Summers, Denice	FS Worker	\$12.14 hr	R14-1	11/29/2011
	MS Campus Supvr	\$15.16 hr	R23-1	01/10/2012
	HS Campus Supvr	\$15.93 hr	R25-1	
27. Winterbottom, K.	Student Supvr	\$10.00 hr		11/29/2011
<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>		<u>Effective Date</u>
28. Castro, Alvin	Student Worker	\$8.00 hr		11/03/2011- 06/30/2012

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
29. Anderson, David	Soccer, Boys Varsity Asst	San Juan Hills HS	\$2609.00	11/01/2011- 01/31/2012
30. Berry, Gary	Soccer, Boys Varsity Asst	Capistrano Valley HS	\$2609.00	11/21/2011 02/10/2012
31. Burns, Lacy	Basketball, Girls Varsity Head	San Clemente HS	\$3478.00	11/14/2011- 02/10/2012
32. Downer, William	Soccer, Girls Varsity Asst	Dana Hills HS	\$2609.00	11/21/2011- 02/20/2012
33. Escutia, John	Soccer, Boys Varsity Asst	San Juan Hills HS	\$2609.00	11/01/2011- 01/31/2012
34. Jarvis, Sheena	Soccer, Girls Varsity Head	Dana Hills HS	\$3261.00	11/21/2011- 02/10/2012
35. Krufka Jr, Michael	Wrestling, Varsity Asst	Tesoro HS	\$2609.00	11/21/2011- 02/20/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 9, 2012
Classified Employees

APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
36. Newberry, Dan	Water Polo, Varsity Head	San Juan Hills HS	\$3261.00	11/01/2011- 01/31/2012
37. Pacek, Kristina	Water Polo, Varsity Asst	San Juan Hills HS	\$2609.00	11/01/2011- 01/31/2012

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
38. Brown, Justin	Football, JV/Soph Asst	Aliso Niguel HS	\$260.90	11/12/2011- 11/19/2011
39. Calahan, Mike	Football, JV/Soph Asst	Aliso Niguel HS	\$260.90	11/12/2011- 11/19/2011
40. Donaldson, Mark	Cross Country, Boys Varsity Head	Tesoro HS	\$326.10	11/14/2011- 11/20/2011
41. Fasola, Patty	Cross Country, Girls Varsity Head	Tesoro HS	\$326.10	11/14/2011- 11/20/2011
42. Fischer, Kylie	Pep Squad, High School	Aliso Niguel HS	\$304.40	11/12/2011- 11/19/2011
43. Hall, Jonathan	Football, Varsity Asst	Tesoro HS	\$347.80	11/21/2011- 11/27/2011
			\$347.80	11/28/2011- 12/04/2011
44. Hamren, Robin	Pep Squad, High School Asst	Tesoro HS	\$217.40	11/14/2011- 11/20/2011
			\$217.40	11/21/2011- 11/27/2011
			\$217.40	11/28/2011- 12/04/2011
45. Nelson, Nikolas	Football, Varsity Asst	Tesoro HS	\$347.80	11/21/2011- 11/27/2011
			\$347.80	11/28/2011- 12/04/2011
46. Price, Robert	Cross Country, Boys Varsity Head	San Juan Hills HS	\$326.10	11/07/2011- 11/12/2011
			\$326.10	11/14/2011- 11/19/2011
			\$163.05	11/21/2011- 11/26/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 9, 2012
Classified Employees

APPROVE CIF CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
Westling, Andrew	Football, JV/Soph Asst	Aliso Niguel HS	\$260.90	11/12/2011- 11/19/2011

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
47. Anderson, Alexander	Soccer, Boys Varsity Asst	San Juan Hills HS	\$2000.00	11/01/2011- 01/31/2012
48. Bezalel, Smader	Strength/Exercise, Asst	San Juan Hills HS	\$10,000.00	09/02/2011- 06/30/2012
49. Cortez, Jacob	Surf, Asst	San Juan Hills HS	\$825.00	09/01/2011- 11/12/2011
50. Frousiakis, George	Soccer, Boys Asst	Capistrano Valley HS	\$2119.00	11/21/2011- 02/10/2012
51. Jansen, John	Surf, Asst	San Juan Hills HS	\$425.00	09/01/2011- 11/12/2011
52. Kear, Casey	Cross Country, Asst	San Juan Hills HS	\$2000.00	09/01/2011- 11/12/2011
53. Levesque, Jesse	Choral, High School	Aliso Niguel HS	\$17,820.00	10/01/2011- 06/23/2012
54. Little, Sean	Basketball, Boys Asst	Capistrano Valley HS	\$2543.00	11/21/2011- 02/10/2012
55. Mika III, John	Basketball, Boys Asst	Tesoro HS	\$2174.05	11/21/2011- 02/20/2012
56. Mitchell, Kevin	Water Polo, Girls Varsity Asst	Capistrano Valley HS	\$2119.00	11/21/2011- 02/20/2012
57. Nicks, Hannah	Soccer, Frosh/Soph Girls	Dana Hills HS	\$1500.00	11/21/2011- 02/10/2012
58. Walker IV, John	Basketball, Boys Asst	Tesoro HS	\$2174.05	11/21/2011- 02/20/2012

APPROVE EMPLOYMENT PENDING CLEARANCES

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
59. Belan, Vladimir	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	01/10/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

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APPROVE EMPLOYMENT PENDING CLEARANCES (Cont.)

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
60. Burke, Susan	Inst Asst (9.5mo/15hpw)	\$13.74 hr	R19-1	01/10/2012
61. Clark, Vernitra	LVN (9.5mo/17.5hpw)	\$18.02 hr	R30-1	01/10/2012
62. Ray, Sara	Inst Asst (9.5mo/17.5hpw)	\$13.74 hr	R19-1	01/10/2012
63. Reed, Tonya	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	01/10/2012
64. Rivera, Janelle	Inst Asst-ELD (9.5mo/15hpw)	\$13.74 hr	R19-1	01/10/2012
65. Solano, Lupita	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.16 hr	R23-1	01/10/2012
66. Tupper, Irene	FS Worker (9.5mo/15hpw)	\$12.14 hr	R14-1	01/10/2012
67. Valian, Margaret	Elem Library Media Tech (9.5mo/17.5hpw)	\$15.54 hr	R24-1	01/10/2012

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Earliest Effective Date</u>
68. Misenhimer, Melissa	AVID Tutor	\$10.00 hr	01/10/2012- 06/21/2012

APPROVE PROMOTION

<u>Name</u>	<u>Former Classification</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
69. Chung, Cecilia	Blngl Inst Asst (9.5mo/17.5hpw)	Sch Secretary I (10mo/17.5hpw)	R27-1	01/10/2012
70. Leslie, Kate	Caregiver (9.5mo/30hpw)	IF-Sp Ed (9.5mo/17.5hpw)	R22-1	01/10/2012
71. McKenna, Leonie	FS Worker (9.5mo/10hpw)	FS Elem Cashier (9.5mo/15hpw)	R16-6	01/10/2012
72. Morand, Cara	IBI Asst/Tutor (9.5mo/40hpw)	Sr. IBI Asst/Tutor (9.5mo/40hpw)	R36-3	12/12/2011
73. Troy, Helen	Caregiver (9.5mo/35hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-2	01/10/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 9, 2012
Classified Employees

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Former Classification</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
74. Jones, Denise	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mp/32.5hpw)	R22-3	01/10/2012
75. Nieto, Victoria	IF-Sp Ed (9.5mo/25hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-4	01/10/2012
76. Presley, Jennifer	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-1	01/10/2012

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date</u>
77. Mickle, Jacqueline	Inst Asst-Presch NTE 26 hrs (Support for Learning Link at Las Palmas Elem)	R20-4	09/15/2011- 10/06/2011

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

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
78. Anderson, Dawn	MS Campus Supvr NTE 48 hrs (Supervising Students in the ZAP Program)	10/25/2011- 06/15/2012
79. Boulgarides, Gabriela	BIngl Inst Asst NTE 15 hrs (Translate during Parent/Teacher Conferences)	11/14/2011- 06/21/2012
80. Chung, Cecilia	BIngl Inst Asst NTE 4 hrs (Translate during Parent/Teacher Conference)	11/18/2011
81. Hernandez, Myrna	BIngl Comm Svcs Liaison NTE 3 hrs (Translate during Conference Week)	11/15/2011- 11/29/2011
82. Kato, Dawn	School Clerk I NTE 17.5hpw (Data Entry for Open Enrollment)	12/01/2011- 06/01/2012
83. Kelsey, Petah	Interpreter Hearing Impaired NTE 38 hrs (Provide Interpreting Services)	09/07/2010- 06/23/2011
84. Reyna, Jasmin	Inst Asst-Presch NTE 1 hr (Translate during Back to School Night)	10/05/2011
85. Robleto, Sergio	BIngl Comm Svcs Liaison NTE 1.5 hrs (Translate during Conference Week)	11/15/2011- 11/29/2011
86. Romero, Magdalena	BIngl Comm Svcs Liaison NTE 4 hrs (Translate during Parent/Teacher Conference)	11/18/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 9, 2012
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**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED
FOR VACANT POSITION OR ABSENT EMPLOYEE**

<u>Name</u>	<u>Current Assignment</u>	<u>Classification Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
87. Arnold, Katie	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-5	11/03/2011- 06/21/2012
88. Carter, Debra	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-5	11/01/2011
89. Denn, Anne	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-10	11/03/2011- 06/21/2012
90. Eldridge, Miriam	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-4	11/03/2011- 11/18/2011
91. Furniss, Donna	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-10	09/07/2011- 06/30/2012
92. Graffeo, Theresa	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	11/03/2011- 06/21/2012
93. Jaeckel, Deborah	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	10/03/2011
94. Levey, Edythe	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-15	11/03/2011- 06/21/2012
95. Levine, Jodie	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-6	11/03/2011- 06/21/2012
96. Long, Deanna	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-3	11/01/2011
97. Mata, Sharon	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	09/07/2011- 06/30/2012
98. Meyer, Julie	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-5	09/07/2011- 06/30/2012
99. Papadatos, Sophia	HS Campus Supvr (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-3	11/09/2011- 06/20/2012
	HS Campus Supvr (9.5mo/17.5hpw)	Sch Clerk II	R25-3	11/09/2011- 06/20/2012
100. Paul, Margaret	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-15	11/01/2011
101. Rich, Theresa	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-1	11/14/2011
102. Richman, Diane	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-6	11/03/2011- 06/21/2012
103. Scholz, Danielle	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	11/03/2011- 06/21/2012
104. Stewart, Susan	Academic Advisor (10.75mo/20hpw)	Inst Asst-Sp Ed	R20-1	11/07/2011- 06/21/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 9, 2012
Certificated 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. Divel, Kristen	Substitute Teacher	Other Employment	10/04/2011	11/28/2011
2. Fulco, Karen	Substitute Teacher	District Initiated	06/17/2006	11/29/2011
3. Hansen, Scott	Substitute Teacher	District Initiated	01/19/2001	11/29/2011
4. McDuffie, Horace	Executive Director, Personnel Services	Other Employment	10/19/2009	01/16/2012

APPROVE EMPLOYMENT

<u>Name</u>	<u>1st Year Probationary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
5. Lone, Jennifer	Speech Pathologist	\$70,892	SP-1	01/10/2012

APPROVE TEMPORARY EMPLOYMENT OF LAID OFF EMPLOYEES

<u>Name</u>	<u>Assignment</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
6. Donsker, Lindy	Teacher	\$75,134	C-11	01/10/2012

APPROVE ADULT EDUCATION SUBSTITUTE TEACHERS

Pay @ \$29.00 per hour

7. Diba-Afrasiabi, Mojgan

APPROVE SUBSTITUTE TEACHERS

Pay @ \$90.00 per day

8. Denison, Amanda	11. Melville, James
9. Hankins, Katie	12. Thurlow, Ryan
10. Martin, Zeke	

APPROVE SUBSTITUTE PSYCHOLOGIST

Pay @ \$175.00 per day

13. Nave, Kristin

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

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APPROVE 6/5th ASSIGNMENT 1st SEMESTER

14. Villalba, Fernanda**

* Special Education Teacher

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

APPROVE 6/5th ASSIGNMENT FULL YEAR

15. Kollar, Barbara*

* 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>
16. Campbell, Megan	Psychologist-60%	Psychologist-100%	12/08/2011
17. Cooper, Laurie	Teacher	ETAP II	11/18/2011

APPROVE ADDITIONAL ASSIGNMENTS

Intervention Class – Multiple Sites

Not to exceed 99 hours instructional pay @ \$35.00 per hour
09/06/2011-06/20/2012

18. Huerta, Eduardo

19. Stetter, Dana

Home/Hospital Instruction – Barcelona Hills Elem

Not to exceed 5 hours instructional pay @ \$35.00 per hour
11/09/2011-06/21/2012

20. Ortiz, Ashley

Fall Staff Development – Las Palmas Elem

Not to exceed 2 hours non-instructional pay @ \$30.00 per hour
09/01/2011

21. Acero, Teresa

28. Gutierrez, Stephanie

22. Becerra, Alejandra

29. Hogancamp, Yesenia

23. Brannam, Andrea

30. Junco, Juliana

24. Cornejo, Eduardo

31. Kopjak, Angelina

25. Flores, Julio

32. Loya-Amador, Imelda

26. Giraud, Jamie

33. Morales, Kathy

27. Gomez, Martha

34. Morales, Star

CAPISTRANO UNIFIED SCHOOL DISTRICT
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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Fall Staff Development – Las Palmas Elem (Cont.)

Not to exceed 2 hours non-instructional pay @ \$30.00 per hour

09/01/2011

- | | |
|-----------------------|---------------------------------|
| 35. More, Linda | 43. Ririe, Martha |
| 36. Morrison, Gayle | 44. Romo Higley, Rosa |
| 37. Neumann, Richard | 45. Sandoval-Martinez, Anjelica |
| 38. Noguez, Veronica | 46. Shea, Dawn |
| 39. O'Husky, Carrie | 47. Skelly, Barbara |
| 40. Paz Soldan, Paola | 48. Smith, Jolene |
| 41. Rettele, Margaret | 49. Tate, Laurel |
| 42. Rhodes, Mariela | 50. Villalobos, Claudia |

Fall Staff Development – Las Palmas Elem

Not to exceed 2 hours pay @ \$18.00 per hour

09/01/2011

- | | |
|-----------------|--------------------------------|
| 51. Elder, Anna | 52. Villafranca-Ruiz, Estrella |
|-----------------|--------------------------------|

ADD Initiative Collaboration – San Juan Hills HS

Not to exceed 30 hours instructional pay @ \$35.00 per hour

09/06/2011-06/30/2012

53. Hernandez, Juan

Prepare Curriculum/Website for Online Classes – California Preparatory Academy

Not to exceed 34 hours non-instructional pay @ \$30.00 per hour

11/01/2011-06/22/2012

- | | |
|---------------------|--------------------|
| 54. Cotton, Melissa | 55. Nunan, Kathryn |
|---------------------|--------------------|

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
56. Abedi, Morteza	Wrestling, Varsity Head	Dana Hills HS	\$3261.00	11/21/2011- 02/10/2012
57. English, Michelle	ASB Elementary	Wagon Wheel Elem	\$1304.00	03/01/2012- 06/30/2012
58. Hambrick, Kelly	Basketball, Boys Varsity Head	San Juan Hills HS	\$3478.00	11/01/2011- 01/31/2012
59. Hernandez, Juan	Basketball, Boys Varsity Asst	San Juan Hills HS	\$3044.00	11/01/2011- 01/31/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 9, 2012
Certificated Employees

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
60. Alexander, Ted	Football, Varsity Asst	Tesoro HS	\$347.80	11/21/2011- 11/27/2011
			\$347.80	11/28/2011- 12/04/2011
61. Barnes, Brian	Football, Varsity Head	Tesoro HS	\$391.30	11/21/2011- 11/27/2011
			\$391.30	11/28/2011- 12/04/2011
62. Butler, Peter	Volleyball, Varsity Head	Aliso Niguel HS	\$326.10	11/03/2011- 11/12/2011
63. DiLeo, Tim	Tennis, Girls Varsity Head	Tesoro HS	\$163.05	11/14/2011- 11/20/2011
64. Ferdinand, Justin	Water Polo, Varsity Head	Aliso Niguel HS	\$326.10	11/03/2011- 11/12/2011
65. Magana, Andy	Marching Band, High School	Tesoro HS	\$391.30	11/14/2011- 11/20/2011
			\$391.30	11/21/2011- 11/27/2011
			\$391.30	11/28/2011- 12/04/2011
66. Middlebrook, Stacy	Cross Country, Varsity Head	Aliso Niguel HS	\$163.05	11/04/2011- 11/26/2011
67. Olinger, Cathy	Auxiliary Band Unit, High School Asst	Tesoro HS	\$217.40	11/14/2011- 11/20/2011
			\$217.40	11/21/2011- 11/27/2011
			\$217.40	11/28/2011- 12/04/2011
68. Polk, Rich	Volleyball, Girls Varsity Head	Tesoro HS	\$326.10	11/14/2011- 11/20/2011
69. Seale, John	Football, Varsity Asst	Tesoro HS	\$391.30	11/21/2011- 11/27/2011
			\$391.30	11/28/2011- 12/04/2011
70. Walsh, John	Cross Country, Varsity Head	Aliso Niguel HS	\$163.05	11/04/2011- 11/19/2011
71. Weinberg, David	Marching Band, High School	Aliso Niguel HS	\$391.30	11/12/2011- 11/19/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 9, 2012
Certificated Employees

APPROVE CIF CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
72. Westling, Kurt	Football, Varsity Head	Aliso Niguel HS	\$391.30	11/12/2011- 11/19/2011

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
73. Baker Jr., John	Golf, Asst	San Juan Hills HS	\$2000.00	09/01/2011- 11/12/2011
74. Nolan, Catherine	Cross Country, Asst	San Juan Hills HS	\$2000.00	11/21/2011- 02/10/2012
75. Pillsbury, Brent	Tennis, Girls Asst	San Clemente HS	\$2225.00	08/22/2011- 11/04/2011

AGREEMENT FOR CONSULTANT SERVICES

This AGREEMENT is made and entered into this 10 day of January, 2012, by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT," and Kathy Kessler, hereinafter referred to as "CONSULTANT."

WHEREAS, DISTRICT desires to obtain personnel management services during its search for a successor Executive Director, Personnel Services; and Director, Personnel Services; and

WHEREAS, CONSULTANT possesses the required experience, qualifications, licenses and/or certifications necessary to provide such consultant services as will meet DISTRICT's short-term personnel management needs in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

CONSULTANT'S SERVICES AND RESPONSIBILITIES

1. CONSULTANT's services shall consist of those services performed by CONSULTANT, CONSULTANT's employees and CONSULTANT's consultants as enumerated in this AGREEMENT and the Position Description attached hereto as Exhibit "A" and incorporated herein by this reference. Any discrepancies or inconsistencies between this AGREEMENT and Exhibit "A" shall be interpreted and governed by the terms and conditions of this AGREEMENT.

2. All work product prepared by CONSULTANT pursuant to this AGREEMENT shall be submitted directly to the DISTRICT and the DISTRICT's Authorized Representative.

3. The term of this AGREEMENT shall commence on January 10, 2012, and end no later than March 31, 2012, unless extended by mutual written agreement of the parties or terminated earlier as set forth herein.

4. CONSULTANT's services shall be performed in a manner that is consistent with professional skill and care and the orderly progress of the work. CONSULTANT represents that she will follow the standards of her profession in performing all services under this AGREEMENT.

5. CONSULTANT shall comply with any and all laws, regulations, rules, ordinances, and DISTRICT Board Policies and Administrative Regulations applicable to the work and services provided by CONSULTANT for the DISTRICT.

COMPENSATION TO CONSULTANT

6. The DISTRICT shall compensate MS. KESSLER for services rendered at a rate of \$565.00 per day which is based on a salary comparable to that of an Executive Director, Personnel Services.

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

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

9. MS. KESSLER shall be provided reimbursement for travel expenses for travel only within the district and necessary meetings outside the district. MS. KESSLER shall be provided for registration and material requirement expenses to attend personnel related conferences as approved by the Superintendent.

MS. KESSLER will complete a monthly timesheet to the DISTRICT and will be paid on the last working day of the month.

TERMINATION

10. This AGREEMENT may be terminated by either party upon fourteen (14) days' written notice to the other party in the event of a substantial failure of performance by such other party, including incapacity or insolvency of CONSULTANT. In the event termination is for a substantial failure of performance by CONSULTANT, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to CONSULTANT.

11. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with paragraph 12 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

12. This AGREEMENT may be terminated without cause by DISTRICT upon ten (10) days' written notice to CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up to and including the date of notice of termination. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT.

MISCELLANEOUS PROVISIONS

13. Any and all records, reports, correspondence, files, memoranda, spreadsheets, electronic data, software, notes and other documents or materials prepared by CONSULTANT or CONSULTANT's agents in connection with the services to be provided under this AGREEMENT shall be and remain the property of the DISTRICT. CONSULTANT shall return all originals and copies in its possession of such materials to DISTRICT no later than five (5) days after the termination of this AGREEMENT for any reason.

14. DISTRICT owns all rights, title and interest in all work product provided or created by CONSULTANT under this AGREEMENT unless previously copyrighted by CONSULTANT. All work product created in or as a result of the provision of services hereunder shall be deemed "works made for hire."

15. All proprietary, confidential and business information of DISTRICT, its employees, students, parents, or other third parties including, but not limited to, information in tangible form marked with "Proprietary," "Confidential" or similar markings, specifications, processes, procedures, written documents, source code, capabilities, current or prospective services or contracts, personnel files, student records, and financial data ("Confidential Information") shall be protected by CONSULTANT from disclosure to third parties. Any and all Confidential Information shall be protected in the same manner and to the same degree that CONSULTANT protects its own proprietary information, but at a minimum will not: (1) disclose such Confidential Information to any person who is not a Trustee, officer or employee of DISTRICT or has not been authorized by DISTRICT in writing to be given same; (2) directly or indirectly use such Confidential Information for CONSULTANT's benefit or for that of any other business; and (3) will do all things reasonably required or requested by DISTRICT and/or DISTRICT's authorized agents for the protection of such Confidential Information. CONSULTANT may use or disclose Confidential Information that is or becomes publicly available, is already lawfully in CONSULTANT's possession, is independently developed by CONSULTANT, is lawfully obtained from third parties or the disclosing party has granted prior and specific written consent to the CONSULTANT indicating the Confidential Information may be disclosed to a third party. CONSULTANT understands and expressly acknowledges the duty to maintain confidentiality of personnel records and student data under federal and state law. The provisions of this clause shall survive the termination of this AGREEMENT.

16. CONSULTANT warrants that: (1) any and all representations made in resumes and other written or oral presentations to DISTRICT relating to Consultant's education, training, skills, work experience and similar matters are true and accurate; (2) all services hereunder will be performed by CONSULTANT utilizing the standards of care normally and customarily exercised by a professional performing comparable services under similar conditions; (3) CONSULTANT has all requisite right and authority to enter into this AGREEMENT with DISTRICT and that by doing so CONSULTANT will not create any conflict of interest of any type, and should such conflict of interest later arise, shall provide DISTRICT with immediate notice of any such conflict of interest; (4) CONSULTANT has no knowledge of any contractual obligations or claims that would adversely affect CONSULTANT's ability to perform services under this AGREEMENT; (5) the services to be provided hereunder do not violate any patent, copyright or other proprietary right of any third party; and (6) CONSULTANT has the legal right to assign to DISTRICT any of CONSULTANT's interest in the work product resulting from the performance of services as set forth in this AGREEMENT.

17. Records of CONSULTANT's direct personnel and reimbursable expenses pertaining to any services provided under this AGREEMENT, and records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT'S Authorized Representative at mutually convenient times.

18. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's 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 CONSULTANT's 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 for the respective CONSULTANT's employees.

19. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

20. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

21. This AGREEMENT shall be governed by the laws of the State of California.

22. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and CONSULTANT.

This AGREEMENT entered into on January 10, 2012.

DISTRICT
Capistrano Unified School District

KATHY KESSLER

Jodee Brentlinger
Assistant Superintendent, Personnel Services

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

**EXECUTIVE DIRECTOR
PERSONNEL SERVICES**

DEFINITION

Under direction, support the planning, organization of a comprehensive personnel program, including recruitment, selection, training, and employer-employee relations; plan, direct and control the management of a variety of human resource functions for the district's employees.

EXAMPLES OF DUTIES

- Administer all procedures and policies relative to personnel programs of the district in conformity with the requirements of appropriate federal and state laws including the California Education Code, and local Board Policy.
- Facilitate the selection and hiring processes for employees.
- Support the development and maintenance of performance evaluation systems for employees.
- Supervise and evaluate assigned Personnel Staff and Resource Teachers.
- Act as a liaison to union leaders to resolve employee complaints and concerns in a collaborative setting.
- Assist management/supervisory personnel in the progressive discipline process for employees.
- Work with principals and CUEA bargaining unit to develop Professional Improvement Plans for employees with performance issues.
- Work with principals and managers to develop, implement, and monitor classified employee remediation plans.
- Provide training to principals and district administrators on the interpretations/adherence of contract language.
- Recommend Board Policy and Administrative Regulations additions and changes; assist in ensuring these changes are communicated to site administrators.
- Manage departmental categorical budgets (BTSA, Intern, PAR).
- Support the Assistant Superintendent with special projects (one-time, long-term, or on-going).
- Represent the district at various community meetings, university functions, compliance hearings, and task forces.
- Collaborate with the Education Division to design/implement Professional Development Series for site administrators and classified managers focused on leadership enhancement.
- Oversee the development and implementation of professional growth programs for classified employees.
- Establish and maintain cooperative relations with others.
- Oversee the recruitment, orientation and retention of substitute employees.

EXECUTIVE DIRECTOR, PERSONNEL SERVICES

(Page 2)

QUALIFICATIONS

Knowledge of:

Principles, practices, and trends of personnel administration, in such areas as employee evaluation, recruitment, credentialing, and related provisions of laws including the California Education Code; effective counseling techniques and human relations principles; familiarity with numerous regulatory agency guidelines, content of collective bargaining agreements, approaches to collaboration; contract law and organizational leadership.

Ability to:

Plan, organize, and direct the personnel unit; staff, supervise and train subordinates; assemble and analyze data and make appropriate recommendations; work collaboratively with other departments, agencies, and school sites; interpret and apply rules and regulations under Federal, State, and local statutes, Education Code, Board Policy, and collective bargaining agreements; assess and facilitate staff development; communicate effectively, orally and in writing; problem solve effectively; monitor and/or develop programs or mechanisms to improve organizational efficiency; maintain and improve morale; comply with the district's customer service standards, as outlined in Board Policy.

Education:

Graduation from an accredited four-year college or university. Graduation from an accredited college or university with a Master's degree in business administration, school administration, organizational leadership or a closely related field. Coursework in business, public administration, personnel administration, or law is preferred.

Experience:

Background which provides comprehensive experience in a personnel related field; extensive personnel experience in educationally related setting or service organization; minimum of seven years experience in a personnel related field including three years at a supervisory or management level; site level administrative experience, preferably as a school principal.

AGREEMENT FOR CONSULTANT SERVICES

This AGREEMENT is made and entered into this 10 day of January, 2012, by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT," and Robyn S. Phillips, hereinafter referred to as "CONSULTANT" (50% FTE).

WHEREAS, DISTRICT desires to obtain business management services during its search for a successor Deputy Superintendent, Business and Support Services; and

WHEREAS, CONSULTANT possesses the required experience, qualifications, licenses and/or certifications necessary to provide such consultant services as will meet DISTRICT's short-term business management needs in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

CONSULTANT'S SERVICES AND RESPONSIBILITIES

1. CONSULTANT's services shall consist of those services performed by CONSULTANT, CONSULTANT's employees and CONSULTANT's consultants as enumerated in this AGREEMENT and the Position Description attached hereto as Exhibit "A" and incorporated herein by this reference. Any discrepancies or inconsistencies between this AGREEMENT and Exhibit "A" shall be interpreted and governed by the terms and conditions of this AGREEMENT.

2. All work product prepared by CONSULTANT pursuant to this AGREEMENT shall be submitted directly to the DISTRICT and the DISTRICT's Authorized Representative.

3. The term of this AGREEMENT shall commence on January 10, 2012, and is anticipated to conclude on or before March 31, 2012, unless extended by mutual written agreement of the parties or terminated earlier as set forth herein.

4. CONSULTANT's services shall be performed in a manner that is consistent with professional skill and care and the orderly progress of the work. CONSULTANT represents that she will follow the standards of her profession in performing all services under this AGREEMENT.

5. CONSULTANT shall comply with any and all laws, regulations, rules, ordinances, and DISTRICT Board Policies and Administrative Regulations applicable to the work and services provided by CONSULTANT for the DISTRICT.

COMPENSATION TO CONSULTANT

6. The DISTRICT shall compensate DR. PHILLIPS for services rendered at a rate of \$2,500 per week which is based on a salary comparable to that of a Deputy Superintendent, Business and Support Services.

EXHIBIT 25

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

8. Neither the DISTRICT nor DR. PHILLIPS shall make contributions to the California Public Employee's Retirement System (CalPERS).

9. DR. PHILLIPS shall be provided reimbursement for travel expenses for travel only within the district and necessary meetings outside the district. DR. PHILLIPS shall be provided for registration and material requirement expenses to attend business related conferences as approved by the Superintendent.

DR. PHILLIPS will complete a monthly timesheet to the DISTRICT and will be paid on the last working day of the month.

TERMINATION

10. This AGREEMENT may be terminated by either party upon fourteen (14) days' written notice to the other party in the event of a substantial failure of performance by such other party, including incapacity or insolvency of CONSULTANT. In the event termination is for a substantial failure of performance by CONSULTANT, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to CONSULTANT.

11. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with paragraph 12 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

12. This AGREEMENT may be terminated without cause by DISTRICT upon ten (10) days' written notice to CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up to and including the date of notice of termination. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT.

MISCELLANEOUS PROVISIONS

13. Any and all records, reports, correspondence, files, memoranda, spreadsheets, electronic data, software, notes and other documents or materials prepared by CONSULTANT or CONSULTANT's agents in connection with the services to be provided under this AGREEMENT shall be and remain the property of the DISTRICT. CONSULTANT shall return all originals and

copies in its possession of such materials to DISTRICT no later than five (5) days after the termination of this AGREEMENT for any reason.

14. DISTRICT owns all rights, title and interest in all work product provided or created by CONSULTANT under this AGREEMENT unless previously copyrighted by CONSULTANT. All work product created in or as a result of the provision of services hereunder shall be deemed "works made for hire."

15. All proprietary, confidential and business information of DISTRICT, its employees, students, parents, or other third parties including, but not limited to, information in tangible form marked with "Proprietary," "Confidential" or similar markings, specifications, processes, procedures, written documents, source code, capabilities, current or prospective services or contracts, personnel files, student records, and financial data ("Confidential Information") shall be protected by CONSULTANT from disclosure to third parties. Any and all Confidential Information shall be protected in the same manner and to the same degree that CONSULTANT protects its own proprietary information, but at a minimum will not: (1) disclose such Confidential Information to any person who is not a Trustee, officer or employee of DISTRICT or has not been authorized by DISTRICT in writing to be given same; (2) directly or indirectly use such Confidential Information for CONSULTANT's benefit or for that of any other business; and (3) will do all things reasonably required or requested by DISTRICT and/or DISTRICT's authorized agents for the protection of such Confidential Information. CONSULTANT may use or disclose Confidential Information that is or becomes publicly available, is already lawfully in CONSULTANT's possession, is independently developed by CONSULTANT, is lawfully obtained from third parties or the disclosing party has granted prior and specific written consent to the CONSULTANT indicating the Confidential Information may be disclosed to a third party. CONSULTANT understands and expressly acknowledges the duty to maintain confidentiality of personnel records and student data under federal and state law. The provisions of this clause shall survive the termination of this AGREEMENT.

16. CONSULTANT warrants that: (1) any and all representations made in resumes and other written or oral presentations to DISTRICT relating to Consultant's education, training, skills, work experience and similar matters are true and accurate; (2) all services hereunder will be performed by CONSULTANT utilizing the standards of care normally and customarily exercised by a professional performing comparable services under similar conditions; (3) CONSULTANT has all requisite right and authority to enter into this AGREEMENT with DISTRICT and that by doing so CONSULTANT will not create any conflict of interest of any type, and should such conflict of interest later arise, shall provide DISTRICT with immediate notice of any such conflict of interest; (4) CONSULTANT has no knowledge of any contractual obligations or claims that would adversely affect CONSULTANT's ability to perform services under this AGREEMENT; (5) the services to be provided hereunder do not violate any patent, copyright or other proprietary right of any third party; and (6) CONSULTANT has the legal right to assign to DISTRICT any of CONSULTANT's interest in the work product resulting from the performance of services as set forth in this AGREEMENT.

17. Records of CONSULTANT's direct personnel and reimbursable expenses pertaining to any services provided under this AGREEMENT, and records of accounts between the DISTRICT

and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT ' S Authorized Representative at mutually convenient times.

18. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

19. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

20. This AGREEMENT shall be governed by the laws of the State of California.

21. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and CONSULTANT.

This AGREEMENT entered into on January 10, 2012.

DISTRICT
Capistrano Unified School District

ROBYN S. PHILLIPS

Jodee Brentlinger
Assistant Superintendent, Personnel Services

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

DEPUTY SUPERINTENDENT, BUSINESS AND SUPPORT SERVICES

DEFINITION

Under direction of the Superintendent, coordinate and supervise districtwide functions related to business services, facilities, maintenance, transportation, food services and purchasing; oversee budget development, facilities fund accounting, competitive bidding, payroll cash management, investments, attendance and enrollment monitoring, purchasing and warehouse operations; support the District's collective bargaining functions as required.

EXAMPLES OF DUTIES

- Plan, organize, direct, and coordinate the activities and operations of the Business and Support Services Departments.
- Foster the principles of a professional learning community to align services and goals across departments.
- Manage the preparation of the annual budgets for all district funds, including details of income and expenditures.
- Maintain and assure continuous budget controls based on anticipated income and proposed expenditures for restricted and unrestricted accounts.
- Oversee all aspects of facilities planning, including site acquisition, new construction, and modernization projects.
- Review or prepare required financial reports and auditing functions in accordance with federal, state, and local law.
- Develop improvements to the budget and accounting systems, including long range fiscal planning and policy development.
- Participate in the selection, supervision, training, and evaluation of staff.
- Provide support to and/or serve as a member of the District's collective bargaining teams.
- Administer and interpret statutes, regulations, and policies involving the legal responsibilities of fiscal management and facilities planning.
- Represent the district in meetings with various stakeholders including parents, community leaders, and government officials regarding business, facilities, and support service issues.
- Perform related tasks as assigned.

QUALIFICATIONS

Knowledge of:

Laws and regulations governing public education finance, capital projects, and school accounting; audit standards and fiscal controls; theory and practice of modern business and facilities planning; governmental budgeting, accounting, purchasing, stores, bidding, contracts; professional learning community models; public sector collective bargaining and contract administration; staff development and effective leadership practices.

DEPUTY SUPERINTENDENT, BUSINESS AND SUPPORT SERVICES

Page 2

QUALIFICATIONS (Continued)

Ability to:

Establish priorities and coordinate a variety of complex fiscal and support services involving multiple specialized units; develop a collaborative working relationship with the Board, Superintendent, and other members of Cabinet; interpret and apply laws, rules and regulations; analyze problems and involve staff in developing effective solutions; work constructively with officials and employees of the District and outside agencies; assemble and analyze data and make appropriate recommendations for action; work effectively with consultants, contractors, planners, architects, auditors, and others involved in projects and operations; comply with the district's customer service standards, as outlined in Board Policy.

Experience:

Five years of progressively responsible administrative experience as an assistant or chief business official, in a public education setting; experience working with facilities planning and fiscal oversight of large projects preferred.

Education:

Bachelor's degree in accounting, business, public administration or similar field. A Master's degree is preferred.

10/99
Revised 9/03; 5/07; 9/07

AGREEMENT FOR CONSULTANT SERVICES

This AGREEMENT is made and entered into this 10 day of January, 2012, by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT," and Timothy D. Holcomb, hereinafter referred to as "CONSULTANT" (50% FTE).

WHEREAS, DISTRICT desires to obtain business management services during its search for a successor Deputy Superintendent, Business and Support Services; and

WHEREAS, CONSULTANT possesses the required experience, qualifications, licenses and/or certifications necessary to provide such consultant services as will meet DISTRICT's short-term business management needs in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

CONSULTANT'S SERVICES AND RESPONSIBILITIES

1. CONSULTANT's services shall consist of those services performed by CONSULTANT, CONSULTANT's employees and CONSULTANT's consultants as enumerated in this AGREEMENT and the Position Description attached hereto as Exhibit "A" and incorporated herein by this reference. Any discrepancies or inconsistencies between this AGREEMENT and Exhibit "A" shall be interpreted and governed by the terms and conditions of this AGREEMENT.

2. All work product prepared by CONSULTANT pursuant to this AGREEMENT shall be submitted directly to the DISTRICT and the DISTRICT's Authorized Representative.

3. The term of this AGREEMENT shall commence on January 10, 2012, and is anticipated to conclude on or before March 31, 2012, unless extended by mutual written agreement of the parties or terminated earlier as set forth herein.

4. CONSULTANT's services shall be performed in a manner that is consistent with professional skill and care and the orderly progress of the work. CONSULTANT represents that he will follow the standards of his profession in performing all services under this AGREEMENT.

5. CONSULTANT shall comply with any and all laws, regulations, rules, ordinances, and DISTRICT Board Policies and Administrative Regulations applicable to the work and services provided by CONSULTANT for the DISTRICT.

COMPENSATION TO CONSULTANT

6. The DISTRICT shall compensate MR. HOLCOMB for services rendered at a rate of \$215.00 per hour which is based on a salary comparable to that of a Deputy Superintendent, Business and Support Services.

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

8. Neither the DISTRICT nor MR. HOLCOMB shall make contributions to the California Public Employee's Retirement System (CalPERS).

9. MR. HOLCOMB shall be provided reimbursement for travel expenses for travel only within the district and necessary meetings outside the district. MR. HOLCOMB shall be provided for registration and material requirement expenses to attend business related conferences as approved by the Superintendent.

MR. HOLCOMB will complete a monthly timesheet to the DISTRICT and will be paid on the last working day of the month.

TERMINATION

10. This AGREEMENT may be terminated by either party upon fourteen (14) days' written notice to the other party in the event of a substantial failure of performance by such other party, including incapacity or insolvency of CONSULTANT. In the event termination is for a substantial failure of performance by CONSULTANT, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to CONSULTANT.

11. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with paragraph 12 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

12. This AGREEMENT may be terminated without cause by DISTRICT upon ten (10) days' written notice to CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up to and including the date of notice of termination. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT.

MISCELLANEOUS PROVISIONS

13. Any and all records, reports, correspondence, files, memoranda, spreadsheets, electronic data, software, notes and other documents or materials prepared by CONSULTANT or CONSULTANT's agents in connection with the services to be provided under this AGREEMENT shall be and remain the property of the DISTRICT. CONSULTANT shall return all originals and

copies in its possession of such materials to DISTRICT no later than five (5) days after the termination of this AGREEMENT for any reason.

14. DISTRICT owns all rights, title and interest in all work product provided or created by CONSULTANT under this AGREEMENT unless previously copyrighted by CONSULTANT. All work product created in or as a result of the provision of services hereunder shall be deemed “works made for hire.”

15. All proprietary, confidential and business information of DISTRICT, its employees, students, parents, or other third parties including, but not limited to, information in tangible form marked with “Proprietary,” “Confidential” or similar markings, specifications, processes, procedures, written documents, source code, capabilities, current or prospective services or contracts, personnel files, student records, and financial data (“Confidential Information”) shall be protected by CONSULTANT from disclosure to third parties. Any and all Confidential Information shall be protected in the same manner and to the same degree that CONSULTANT protects its own proprietary information, but at a minimum will not: (1) disclose such Confidential Information to any person who is not a Trustee, officer or employee of DISTRICT or has not been authorized by DISTRICT in writing to be given same; (2) directly or indirectly use such Confidential Information for CONSULTANT’s benefit or for that of any other business; and (3) will do all things reasonably required or requested by DISTRICT and/or DISTRICT’s authorized agents for the protection of such Confidential Information. CONSULTANT may use or disclose Confidential Information that is or becomes publicly available, is already lawfully in CONSULTANT’s possession, is independently developed by CONSULTANT, is lawfully obtained from third parties or the disclosing party has granted prior and specific written consent to the CONSULTANT indicating the Confidential Information may be disclosed to a third party. CONSULTANT understands and expressly acknowledges the duty to maintain confidentiality of personnel records and student data under federal and state law. The provisions of this clause shall survive the termination of this AGREEMENT.

16. CONSULTANT warrants that: (1) any and all representations made in resumes and other written or oral presentations to DISTRICT relating to Consultant’s education, training, skills, work experience and similar matters are true and accurate; (2) all services hereunder will be performed by CONSULTANT utilizing the standards of care normally and customarily exercised by a professional performing comparable services under similar conditions; (3) CONSULTANT has all requisite right and authority to enter into this AGREEMENT with DISTRICT and that by doing so CONSULTANT will not create any conflict of interest of any type, and should such conflict of interest later arise, shall provide DISTRICT with immediate notice of any such conflict of interest; (4) CONSULTANT has no knowledge of any contractual obligations or claims that would adversely affect CONSULTANT’s ability to perform services under this AGREEMENT; (5) the services to be provided hereunder do not violate any patent, copyright or other proprietary right of any third party; and (6) CONSULTANT has the legal right to assign to DISTRICT any of CONSULTANT’s interest in the work product resulting from the performance of services as set forth in this AGREEMENT.

17. Records of CONSULTANT’s direct personnel and reimbursable expenses pertaining to any services provided under this AGREEMENT, and records of accounts between the DISTRICT

and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT ' S Authorized Representative at mutually convenient times.

18. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

19. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

20. This AGREEMENT shall be governed by the laws of the State of California.

21. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and CONSULTANT.

This AGREEMENT entered into on January 10, 2012.

DISTRICT
Capistrano Unified School District

TIMOTHY HOLCOMB

Jodee Brentlinger
Assistant Superintendent, Personnel Services

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

DEPUTY SUPERINTENDENT, BUSINESS AND SUPPORT SERVICES

DEFINITION

Under direction of the Superintendent, coordinate and supervise districtwide functions related to business services, facilities, maintenance, transportation, food services and purchasing; oversee budget development, facilities fund accounting, competitive bidding, payroll cash management, investments, attendance and enrollment monitoring, purchasing and warehouse operations; support the District's collective bargaining functions as required.

EXAMPLES OF DUTIES

- Plan, organize, direct, and coordinate the activities and operations of the Business and Support Services Departments.
- Foster the principles of a professional learning community to align services and goals across departments.
- Manage the preparation of the annual budgets for all district funds, including details of income and expenditures.
- Maintain and assure continuous budget controls based on anticipated income and proposed expenditures for restricted and unrestricted accounts.
- Oversee all aspects of facilities planning, including site acquisition, new construction, and modernization projects.
- Review or prepare required financial reports and auditing functions in accordance with federal, state, and local law.
- Develop improvements to the budget and accounting systems, including long range fiscal planning and policy development.
- Participate in the selection, supervision, training, and evaluation of staff.
- Provide support to and/or serve as a member of the District's collective bargaining teams.
- Administer and interpret statutes, regulations, and policies involving the legal responsibilities of fiscal management and facilities planning.
- Represent the district in meetings with various stakeholders including parents, community leaders, and government officials regarding business, facilities, and support service issues.
- Perform related tasks as assigned.

QUALIFICATIONS

Knowledge of:

Laws and regulations governing public education finance, capital projects, and school accounting; audit standards and fiscal controls; theory and practice of modern business and facilities planning; governmental budgeting, accounting, purchasing, stores, bidding, contracts; professional learning community models; public sector collective bargaining and contract administration; staff development and effective leadership practices.

DEPUTY SUPERINTENDENT, BUSINESS AND SUPPORT SERVICES

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QUALIFICATIONS (Continued)

Ability to:

Establish priorities and coordinate a variety of complex fiscal and support services involving multiple specialized units; develop a collaborative working relationship with the Board, Superintendent, and other members of Cabinet; interpret and apply laws, rules and regulations; analyze problems and involve staff in developing effective solutions; work constructively with officials and employees of the District and outside agencies; assemble and analyze data and make appropriate recommendations for action; work effectively with consultants, contractors, planners, architects, auditors, and others involved in projects and operations; comply with the district's customer service standards, as outlined in Board Policy.

Experience:

Five years of progressively responsible administrative experience as an assistant or chief business official, in a public education setting; experience working with facilities planning and fiscal oversight of large projects preferred.

Education:

Bachelor's degree in accounting, business, public administration or similar field. A Master's degree is preferred.

10/99
Revised 9/03; 5/07; 9/07

