

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

REVISED  
8-5-11

BOARD OF TRUSTEES  
Regular Meeting

August 8, 2011

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. **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** **EXHIBIT 3 A**  
(Pursuant to Government Code §54957)
  - B. **PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT** **EXHIBITS 3 B1-B2**
    - 1) Principal, Middle School
    - 2) Executive Director, Fiscal Services(Pursuant to Government Code §54957)
  - C. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION** **EXHIBIT 3 C**  
Number of Cases: One  
(Pursuant to Education Code §54956.9(a))  
  
Superior Court of the State of California  
County of Orange – Central Justice Center  
Case No. 30-2010-00430720  
Lopez v. Capistrano Unified School District
  - D. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** **EXHIBIT 3 D**  
Significant Exposure to Litigation – One Case  
(Pursuant to Government Code §54956.9(b)(1))
  - E. **CONFERENCE WITH LABOR NEGOTIATORS**  
Dr. Joseph M. Farley/Jodee Brentlinger/Ron Lebs/Julie Hatchel  
Employee Organizations:
    - 1) Capistrano Unified Education Association (CUEA)
    - 2) Capistrano School Employees Association (CSEA)
    - 3) Teamsters
    - 4) Unrepresented Employees (CUMA)(Pursuant to Government Code §54957.6)
  - F. **STUDENT EXPULSIONS** **EXHIBITS 3 F1-F3**  
Deliberations of Findings of Fact and Recommendations  
(Pursuant to Education Code §48918(c) and §35145)
  - G. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION** **EXHIBIT 3 G**  
Superintendent  
(Pursuant to Government Code §54957)

**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.

1. PLEDGE OF ALLEGIANCE
2. ADOPTION OF THE AGENDA – ROLL CALL
3. REPORT ON CLOSED SESSION ACTION
4. SPECIAL RECOGNITIONS

*John Nichols and Allyson Ward – Perfect Attendance K-12*

5. BOARD AND SUPERINTENDENT COMMENTS

6. 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.

## DISCUSSION/ACTION ITEMS

7. ACADEMIC DESIGN AND DELIVERY INITIATIVE REPORT:

The Academic Design and Delivery (ADD) Initiative began in Fall 2010. Primarily focusing on the English learner, the Initiative was designed to provide teachers with an organizational tool of best instructional practices and peer coaching to maximize student achievement. The first year involved 21 schools and approximately 200 teachers supported by District level teachers on special assignment. The agenda item consists of the end-of-the-year report. The ADD Initiative is funded with categorical funds.

*Contact: Julie Hatchel, Assistant Superintendent, Education Services*

INFORMATION/  
DISCUSSION  
Page 1  
**EXHIBIT 1**

### Staff Recommendation:

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, to present this item. This is an information item only and no Board action is necessary.

8. ~~2011-2012 FISCAL YEAR BUDGETS FOR COMMUNITY FACILITIES DISTRICTS OF CAPISTRANO UNIFIED SCHOOL DISTRICT:~~

~~The purpose of this agenda item is to request Board approval of the 2011-2012 fiscal year budget for Community Facilities Districts (CFD) Nos. 87-1, 88-1, 90-1, 90-2, 90-2 1A, 92-1, 94-1, 98-1A, 98-2, and 2004-1. A summary budget for each CFD is attached as an exhibit. Changes to these budgets may be made at any time. There is no general fund impact.~~

~~Contact: Ron Lebs, Deputy Superintendent, Business & Support Services~~

DISCUSSION/  
ACTION  
Vote \_\_\_\_\_  
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**EXHIBIT 2**

This item was  
pulled on 8/5/11.

### Staff Recommendation:

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

~~Following Board discussion, it is recommended the Board of Trustees approve the 2011-2012 Fiscal Year Budgets for CFD Nos. 87-1, 88-1, 90-1, 90-2, 90-2 1A, 92-1, 94-1, 98-1A, 98-2, and 2004-1.~~

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

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

**9. FACILITIES USE PROGRAM UPDATE:**

On June 15, 2010, the Board approved changes to the Districts' Use of Facilities policy. These changes were the result of a review of the District's facilities use program. Part of that change was the purchase of an online electronic use of facilities scheduling and billing system funded by facility use fees. In July 2011, the Facilities Connect Pro web-based software program, replaced the old paper-based use of facilities system. The purpose of this report is to give Trustees an update on the implementation of the new software program and the facilities use process.

The new process promotes and ensures accountability and uniformity of all facilities' users. By eliminating the manual aspects of the system, accountability, and consistent compliance with District policies regarding facility use will be enhanced. With the implementation of this system, staff has also made improvements in the area of standardizing athletic camps.

One of the primary goals of the new software is to eliminate, as much as possible, any manual manipulation of data and billing. The new web-based system eliminates the need for schools to manually input data into school calendars and places all data entry responsibilities upon the requestor. This system improves efficiency and accuracy of the facility use process. Staff will present a demonstration of the new software program.

*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*

Staff Recommendation:

It is recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business & Support Services, who will present this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

**10. AWARD BID NO. 1112-06 – SERVICE TO COLLECT, RECYCLE, AND DISPOSE OF SOLID WASTE DISTRICTWIDE:**

The initial base contract is August 9, 2011, through June 30, 2012. The contract may be extended by mutual agreement and upon Board approval, for a renewal term not to exceed four additional one-year periods. This contract provides competitive, set pricing for the collection, recycling, and disposal of solid waste at all District sites. Annual expenditures utilizing this contract are estimated to be \$150,000 to \$160,000. This new contract provides a more efficient method of collection and recycling by promoting a safer environment in line with the AB 939 State of California requirements. This contract will also reduce the impact to the general fund as the pricing has been reduced by \$13,000 per month.

*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*

Staff Recommendation:

It is recommended the Board President recognize Ron Lebs, Deputy Superintendent, to present this item and answer any questions Trustees may have.

Following discussion, it is recommended the Board approve the award of bid for service to collect, recycle, and dispose of solid waste throughout the District to CR&R.

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

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**EXHIBIT 3**

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**EXHIBIT 4**

**11. RESOLUTION NO. 1112-10 AUTHORIZING TEMPORARY INTERFUND TRANSFERS:**

Education Code Section 42603 authorizes the Governing Board to temporarily transfer money held in any fund to another fund for payment of obligations by the District. Amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Due to the nature of the current budget situation, it is necessary to secure flexibility to balance certain cash flow issues as they arise during the fiscal year 2011-2012. This agenda item requests Board approval to authorize interfund loans between funds. These loans (cash transfers) will be made to and between the general fund, and various other District funds.

*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*

Staff Recommendation:

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

Following discussion, it is recommended the Board approve Resolution No. 1112-10 authorizing temporary interfund transfers.

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

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

ROLL CALL:

Trustee Addonizio \_\_\_\_\_

Trustee Hatton \_\_\_\_\_

Trustee Alpay \_\_\_\_\_

Trustee Palazzo \_\_\_\_\_

Trustee Bryson \_\_\_\_\_

Trustee Pritchard \_\_\_\_\_

Trustee Brick \_\_\_\_\_

**12. DIVISION OF STATE ARCHITECT UPDATE:**

At the February 9, 2009, Board meeting, staff presented a status report on outstanding construction projects. This agenda item is a continuation of that initial report, updating Trustees on the progress made toward closing with certification, outstanding Division of the State Architect applications. There is no financial impact at this time. There will be a fee to reopen the closed applications to finalize and close them with certification when all documentation is completed. As shown in the exhibit, the construction of a San Juan Elementary School YMCA building re-locatable and ramp has been closed with certification. A copy of the letter from the Division of the State Architect is provided for Trustee review.

*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, who will provide the Division of the State Architect Update and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

DISCUSSION/  
ACTION

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**EXHIBIT 5**

INFORMATION/  
DISCUSSION

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**EXHIBIT 6**



## 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

**13. CONFLICT OF INTEREST CODE AMENDMENT:**

Approval of the amendment to the Conflict of Interest Code Designated Filers. On February 9, 2010, the Board approved a resolution requesting the Board of Trustees adopt a Conflict of Interest Code, which supersedes all prior Conflict of Interest Codes and amendments previously adopted. With the addition of Sara Jocham, Assistant Superintendent, SELPA, Special Education, on July 1, 2011, the list of designated filers must be updated, approved by the Board of Trustees, and then approved by the Orange County Board of Supervisors. The Conflict of Interest Code, list of designated filers, and disclosure description category, constitute the Conflict of Interest Code of the Capistrano Unified School District and are included as the exhibit for this item. There is no financial impact.

*Contact: Joseph M. Farley, Superintendent*

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**EXHIBIT 7**

### CURRICULUM & INSTRUCTION

**14. EXPUNGING OF EXPULSION RECORD:**

Approval of expunging student records. Due to the confidential nature of expunging a student expulsion record, the supporting information is provided to Trustees under separate cover.

*Contact: Julie Hatchel, Assistant Superintendent, Education Services*

**15. EXPULSION READMISSION:**

Approval to readmit a student from expulsion. Due to the confidential nature of the student expulsion readmission, the supporting information is provided to Trustees under separate cover.

*Contact: Julie Hatchel, Assistant Superintendent, Education Services*

**16. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL TEXTBOOK – ADVANCED PLACEMENT FRENCH LANGUAGE & CULTURE:**

Adoption of *Allons Au Dela*, published by Pearson and *AP French: Preparing for the Language and Culture Examination*, published by Pearson. Teachers throughout the District are requesting the adoption of two new titles for use with the Advanced Placement French Language & Culture course for grades 11 and 12 due to changes in the curriculum and exam format. The proposed titles are *Allons Au-Dela*, and *AP French: Preparing for the Language and Culture Examination*. The proposed textbooks have been reviewed and approved by the Instructional Materials Review Committee and copies are on display in the Board room. Funding for the basic textbook, *Allons Au-Dela*, has been included in the budget for the 2011-2012 school year. The supplemental title, *AP French: Preparing for the Language and Culture Examination*, will be purchased using site funds.

*Contact: Julie Hatchel, Assistant Superintendent, Education Services*

**17. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL TEXTBOOK – IB FRENCH IV AND IB FRENCH:**

Adoption of *Le monde en Français*, published by Advance Materials. Due to changes in the International Baccalaureate (IB) curriculum, San Clemente High School is requesting the adoption of *Le monde en Français*. This book will be utilized for IB courses titled IB French IV SL (Standard Level) and IB French HL (Higher Level) in grades 11 and 12. The proposed textbook has been reviewed and approved by the Instructional Materials Review Committee and a copy is on display in the Board room. Funding for this textbook has been included in the budget for the 2011-2012 school year.

*Contact: Julie Hatchel, Assistant Superintendent, Education Services*

**18. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL TEXTBOOK – ADVANCED PLACEMENT COMPUTER SCIENCE:**

Adoption of *Java Methods*, published by Skylight Publishing. Tesoro High School is requesting the adoption of *Java Methods* for the Advanced Placement Computer Science course in grades 10 through 12. The proposed textbook has been reviewed and approved by the Instructional Materials Review Committee and a copy is on display in the Board room. The book will be purchased using site funds.

*Contact: Julie Hatchel, Assistant Superintendent, Education Services*

**19. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL TEXTBOOK – ADVANCED PLACEMENT ENGLISH LITERATURE AND COMPOSITION:**

Adoption of *The Norton Anthology of Poetry, 5<sup>th</sup> edition*, published by W. W. Norton & Company. Tesoro High School is requesting the adoption of *The Norton Anthology of Poetry, 5<sup>th</sup> edition* for the Advanced Placement English Literature and Composition course, grade 12. The proposed textbook has been reviewed and approved by the Instructional Materials Review Committee and a copy is on display in the Board room. The book will be purchased using site funds.

*Contact: Julie Hatchel, Assistant Superintendent, Education Services*

**20. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL TEXTBOOK – INTERNATIONAL BACCALAUREATE BIOLOGY:**

Adoption of *Biology: Higher Level IB*, published by Pearson. San Clemente High School is requesting the adoption of *Biology: Higher Level IB* for the International Baccalaureate (IB) course titled IB Biology HL (Higher Level), grade 12. The proposed textbook has been reviewed and approved by the Instructional Materials Review Committee and a copy is on display in the Board room. This textbook will be purchased using site funds.

*Contact: Julie Hatchel, Assistant Superintendent, Education Services*

**21. CALIFORNIA INTERSCHOLASTIC FEDERATION REPRESENTATIVES:**

Approval of the six comprehensive high school principals as league representatives to California Interscholastic Federation (CIF) for 2011-2012. Education Code gives governing boards authority for high school athletics. As a member of CIF, the District is required by Education Code §33353 (a) to designate its representatives to CIF on a yearly basis. League representatives vote on issues that impact school athletic programs. The designation form was due to CIF on July 1, 2011, but an extension was granted by CIF due to pending Board approval of three new high school principals.

*Contact: Julie Hatchel, Assistant Superintendent, Education Services*

## **BUSINESS & SUPPORT SERVICES**

- 22. PURCHASE ORDERS, COMMERCIAL WARRANTS, AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS:** Page 77  
**EXHIBIT 9**  
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 \$36,004,868.32; the commercial warrants total \$13,547,937.27. 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.  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
- 23. RESOLUTION NO. 1112-01 AUTHORIZING LEVY OF SPECIAL TAX IN CFD NO. 87-1:** Page 135  
**EXHIBIT 10**  
Approval of Resolution No. 1112-01 authorizing the levy of Special Tax in CFD No. 87-1. (Mission Viejo/Aliso Viejo) for fiscal year 2011-2012. In order to secure the tax roll for CFD No. 87-1 in fiscal year 2011-2012, the District must notify the County of Orange Auditor/Controller no later than August 15, 2011, with a certified copy of Resolution No. 1112-01, along with a copy of the annual levy of Special Taxes for the fiscal year 2011-2012. David Tausig & Associates will deliver the required documents on the District's behalf to the County of Orange.  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
- 24. RESOLUTION NO. 1112-02 AUTHORIZING LEVY OF SPECIAL TAX IN CFD NO. 88-1:** Page 143  
**EXHIBIT 11**  
Approval of Resolution No. 1112-02 authorizing the levy of a Special Tax within CFD No. 88-1 (Rancho Santa Margarita) for fiscal year 2011-2012. In order to secure the tax roll for CFD No. 88-1 in fiscal year 2011-2012, the District must notify the County of Orange Auditor-Controller no later than August 15, 2011, with a certified copy of Resolution No. 1112-02, along with a copy of the annual levy of Special Taxes for the fiscal year 2011-2012. David Tausig & Associates will deliver the required documents on the District's behalf to the County of Orange.  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
- 25. RESOLUTION NO. 1112-03 AUTHORIZING LEVY OF SPECIAL TAX IN CFD NO. 90-2:** Page 151  
**EXHIBIT 12**  
Approval of Resolution No. 1112-03 authorizing the levy of a Special Tax within CFD No. 90-2 (Talega) for fiscal year 2011-2012. In order to secure the tax roll for CFD No. 90-2 in fiscal year 2011-2012, the District must notify the County of Orange Auditor-Controller no later than August 15, 2011, with a certified copy of Resolution No. 1112-03, along with a copy of the annual levy of Special Taxes for the fiscal year 2011-2012. David Tausig & Associates will deliver the required documents on the District's behalf to the County of Orange.  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
- 26. RESOLUTION NO. 1112-04 AUTHORIZING LEVY OF SPECIAL TAX IN IMPROVEMENT AREA NO. 2002-1 OF CFD NO. 90-2:** Page 159  
**EXHIBIT 13**  
Approval of Resolution No. 1112-04 authorizing the levy of a Special Tax within Improvement Area (IA) No. 2002-1 of CFD No. 90-2 (Talega) for fiscal year 2011-2012. In order to secure the tax roll for IA No. 2002-1 of CFD No. 90-2 in fiscal year 2011-2012, the District must notify the County of Orange Auditor-Controller no later than August 15, 2011, with a certified copy of Resolution No. 1112-04, along with a copy of the annual levy of Special Taxes for the fiscal year 2011-2012. David Tausig & Associates will deliver the required documents on the District's behalf to the County of Orange.  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*

27. **RESOLUTION NO. 1112-05 AUTHORIZING LEVY OF SPECIAL TAX IN CFD NO. 92-1:** Page 167  
**EXHIBIT 14**  
Approval of Resolution No. 1112-05 authorizing the levy of a Special Tax within CFD No. 92-1 (Las Flores) for fiscal year 2011-2012. In order to secure the tax roll for CFD No. 92-1 in fiscal year 2011-2012, the District must notify the County of Orange Auditor-Controller no later than August 15, 2011, with a certified copy of Resolution No. 1112-05, along with a copy of the annual levy of Special Taxes for the fiscal year 2011-2012. David Tausig & Associates will deliver the required documents on the District's behalf to the County of Orange.  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
28. **RESOLUTION NO. 1112-06 AUTHORIZING LEVY OF SPECIAL TAX IN CFD NO. 94-1:** Page 175  
**EXHIBIT 15**  
Approval of Resolution No. 1112-06 authorizing the levy of a Special Tax within CFD No. 94-1 (Rancho Santa Margarita) for fiscal year 2011-2012. In order to secure the tax roll for CFD No. 94-1 in fiscal year 2011-2012, the District must notify the County of Orange Auditor-Controller no later than August 15, 2011, with a certified copy of Resolution No. 1112-06, along with a copy of the annual levy of Special Taxes for the fiscal year 2011-2012. David Tausig & Associates will deliver the required documents on the District's behalf to the County of Orange.  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
29. **RESOLUTION NO. 1112-07 AUTHORIZING LEVY OF SPECIAL TAX IN CFD NO. 98-1A:** Page 183  
**EXHIBIT 16**  
Approval of Resolution No. 1112-07 authorizing the levy of a Special Tax within CFD No. 98-1A (Pacifica San Juan) for fiscal year 2011-2012. Such Special Taxes as levied in fiscal year 2009-2010, on a partial basis and for fiscal year 2011-2012, on a partial basis are levied at less than the "Assigned Special Tax" for CFD No. 98-1A. As in fiscal year 2009-2010, this is not a precedent for future fiscal years as to do so would be contrary to contracts previously entered into with the applicable property owner. In order to secure the tax roll for CFD No. 98-1A in fiscal year 2011-2012, the District must notify the County of Orange Auditor-Controller no later than August 15, 2011, with a certified copy of Resolution No. 1112-07, along with a copy of the annual levy of Special Taxes for the fiscal year 2011-2012. David Tausig & Associates will deliver the required documents on the District's behalf to the County of Orange.  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
30. **RESOLUTION NO. 1112-08 AUTHORIZING LEVY OF SPECIAL TAX IN CFD NO. 98-2:** Page 191  
**EXHIBIT 17**  
Approval of Resolution No. 1112-08 authorizing the levy of a Special Tax within CFD No. 98-2 (Ladera) for fiscal year 2011-2012. In order to secure the tax roll for the CFD No. 98-2 in fiscal year 2011-2012, the District must notify the County of Orange Auditor-Controller no later than August 15, 2011, with a certified copy of Resolution No. 1112-08, along with a copy of the annual levy of Special Taxes for the fiscal year 2011-2012. David Tausig & Associates will deliver the required documents on the District's behalf to the County of Orange.  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
31. **RESOLUTION NO. 1112-09 AUTHORIZING LEVY OF SPECIAL TAX IN CFD NO. 2004-1:** Page 199  
**EXHIBIT 18**  
Approval of Resolution No. 1112-09 authorizing the levy of a Special Tax within CFD No. 2004-1 (Rancho Madrina) for fiscal year 2011-2012. In order to secure the tax roll for CFD No. 2004-1 in fiscal year 2011-2012, the District must notify the County of Orange Auditor-Controller no later than August 15, 2011, with a certified copy of Resolution No. 1112-09, along with a copy of the annual levy of Special Taxes for the fiscal year 2011-2012. David Tausig & Associates will deliver the required documents on the District's behalf to the County of Orange.  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*

- 32. REVISED FACILITY USE AGREEMENT WITH OXFORD PREPARATORY ACADEMY:** Page 207  
**EXHIBIT 19**
- Approval of the revised Facilities Use Agreement which provides Oxford Preparatory Academy facilities for the 2011-2012 school year. On June 13, 2011, the Board approved a Facilities Use Agreement with Oxford Preparatory Academy charter school to house its program at the Barcelona Hills Elementary School campus for the 2011-2012 school year. Subsequent to the Board's approval, and prior to Oxford's approval of the Agreement, Oxford's Board of Directors requested several changes to the Agreement. This item presents the Facilities Use Agreement, as revised per Oxford's request. Additions to the agreement, as previously approved by the Board, are underlined and deletions are struck through. These revisions have been reviewed and approved by the District's legal counsel and are considered non-substantive. There is no fiscal impact related to the approval of this item.
- Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
- 33. RENTAL AGREEMENT – CALVARY CHAPEL SOUTH COUNTY:** Page 209  
**EXHIBIT 20**
- Approval of the rental agreement with Calvary Chapel South County. The rental agreement with Calvary Chapel South County provides parking at the District's South Transportation yard for a bus owned by the client. The fee charged for this service is \$75 per month. The agreement provides a positive revenue stream into the District's general fund to offset a portion of the Transportation Department's encroachment.
- Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
- 34. INDEPENDENT CONTRACTOR AGREEMENT – PSYCHOLOGICAL ASSESSMENTS, CENTER FOR LEARNING & BEHAVIORAL SOLUTIONS, INCORPORATED:** Page 217  
**EXHIBIT 21**
- Approval of an independent contractor agreement with Center for Learning & Behavioral Solutions, Incorporated, to provide psychological assessment services for students as designated by the District. The Center for Learning & Behavioral Solutions, Incorporated, will provide services at the rates indicated on the rate sheet for the 2011-2012 school year, on an as-needed basis, paid out of Special Education funds. Scheduled services under this contract are estimated to be \$10,000. Additional services may be required as determined by a student's Individualized Educational Program. Separate purchase orders will be approved by the Board for such services.
- Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
- 35. INDEPENDENT CONTRACTOR AGREEMENT – INDEPENDENT EDUCATIONAL EVALUATIONS, LET'S TALK SPEECH & LANGUAGE THERAPY:** Page 227  
**EXHIBIT 22**
- Approval of an independent contractor agreement with Let's Talk Speech & Language Therapy to provide independent educational evaluation services for students as designated by the District. Let's Talk Speech & Language Therapy will provide services at the rates indicated on the rate sheet for the 2011-2012 school year, on an as-needed basis, paid out of Special Education funds. Scheduled services under this contract are estimated to be \$7,000. Additional services may be required as determined by a student's Individualized Educational Program. Separate purchase orders will be approved by the Board for such services.
- Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
- 36. INDEPENDENT CONTRACTOR AGREEMENT – INDEPENDENT EDUCATIONAL EVALUATIONS, SUSANNE SMITH ROLEY:** Page 237  
**EXHIBIT 23**
- Approval of an independent contractor agreement with Susanne Smith Roley to provide independent educational evaluation services for students as designated by the District. Susanne Smith Roley will provide services at the rates indicated on the rate sheet for the 2011-2012 school year, on an as-needed basis, paid out of Special Education funds. Scheduled services under this contract are estimated to be \$3,000. Additional services may be required as determined by a student's Individualized Educational Program. Separate purchase orders will be approved by the Board for such services.
- Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*

37. **INDEPENDENT CONTRACTOR AGREEMENT – INDEPENDENT EDUCATIONAL EVALUATIONS, SUSAN MEYERS FOSNOT:** Page 247  
**EXHIBIT 24**  
Approval of an independent contractor agreement with Susan Meyers Fosnot to provide independent educational evaluation services for students as designated by the District. Susan Meyers Fosnot will provide services at the rates indicated on the rate sheet for the 2011-2012 school year, on an as-needed basis, paid out of Special Education funds. Scheduled services under this contract are estimated to be \$3,000. Additional services may be required as determined by a student's Individualized Educational Program. Separate purchase orders will be approved by the Board for such services.  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
38. **INDEPENDENT CONTRACTOR AGREEMENT – SPEECH AND LANGUAGE PATHOLOGIST, CHRISTINE STEIN:** Page 257  
**EXHIBIT 25**  
Approval of an independent contractor agreement with Christine Stein to provide speech and language services for the Learning Link program at Las Palmas Elementary School and San Juan Elementary School. Christine Stein will provide services at the rates indicated on the rate sheet for the 2011-2012 school year, on an as-needed basis, paid out of Learning Link funds. Scheduled services under this contract are estimated to be \$42,000.  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
39. **INDEPENDENT CONTRACTOR AGREEMENT – AFTER SCHOOL EDUCATION AND SAFETY (ASES) PROGRAM AT VIEJO ELEMENTARY SCHOOL, YMCA OF ORANGE COUNTY:** Page 267  
**EXHIBIT 26**  
Approval of an independent contractor agreement with YMCA of Orange County to provide the After School Education and Safety (ASES) program at Viejo Elementary School. The YMCA will provide services at the rates indicated on the rate sheet for the 2011-2012 school year, paid out of ASES Grant funds. Scheduled services under this contract are estimated to be \$102,000.  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
40. **INDEPENDENT CONTRACTOR AGREEMENT – AFTER SCHOOL EDUCATION AND SAFETY (ASES) PROGRAM AT KINOSHITA ELEMENTARY SCHOOL, YMCA OF ORANGE COUNTY:** Page 277  
**EXHIBIT 27**  
Approval of an independent contractor agreement with YMCA of Orange County to provide the After School Education and Safety (ASES) program at Kinoshita Elementary School. The YMCA will provide services at the rates indicated on the rate sheet for the 2011-2012 school year, paid out of ASES Grant funds. Scheduled services under this contract are estimated to be \$102,000.  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
41. **INDEPENDENT CONTRACTOR AGREEMENT – AFTER SCHOOL EDUCATION AND SAFETY (ASES) PROGRAM AT R.H. DANA ELEMENTARY SCHOOL, YMCA OF ORANGE COUNTY:** Page 287  
**EXHIBIT 28**  
Approval of an independent contractor agreement with YMCA of Orange County to provide the After School Education and Safety (ASES) program at R.H. Dana Elementary School. The YMCA will provide services at the rates indicated on the rate sheet for the 2011-2012 school year, paid out of ASES Grant funds. Scheduled services under this contract are estimated to be \$101,400.  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*

42. **INDEPENDENT CONTRACTOR AGREEMENT – AFTER SCHOOL EDUCATION AND SAFETY (ASES) PROGRAM AT SAN JUAN ELEMENTARY SCHOOL, YMCA OF ORANGE COUNTY:** Page 297  
EXHIBIT 29  
 Approval of an independent contractor agreement with YMCA of Orange County to provide the After School Education and Safety (ASES) program at San Juan Elementary School. The YMCA will provide services at the rates indicated on the rate sheet for the 2011-2012 school year, paid out of ASES Grant funds. Scheduled services under this contract are estimated to be \$102,000.  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
43. **INDEPENDENT CONTRACTOR AGREEMENT – AFTER SCHOOL EDUCATION AND SAFETY (ASES) PROGRAM AT LAS PALMAS ELEMENTARY SCHOOL, CAMPO:** Page 307  
EXHIBIT 30  
 Approval of an independent contractor agreement with CampCo to provide the After School Education and Safety (ASES) program at Las Palmas Elementary School. Campco will provide services at the rates indicated on the rate sheet for the 2011-2012 school year, paid out of ASES Grant funds. Scheduled services under this contract are estimated to be \$103,022.  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
44. **EXTENSION OF AGREEMENT BID NO 0708-08, BEVERAGE VENDING SERVICES – COCA-COLA BOTTLING COMPANY OF SOUTHERN CALIFORNIA:** Page 317  
EXHIBIT 31  
 Approval of the fourth and final extension of the agreement for beverage vending service to be provided by Coca-Cola Bottling Company of Southern California. This contract provides water, sports drinks, and fruit juice options for students at the secondary level during hours when District provided beverages are not available. There are no costs associated with this contract, as each participating site earns a commission from every item sold. For fiscal year 2008-2009, the sites participating in this program earned \$41,026 in commissions. In fiscal year 2009-2010, schools earned \$29,291, and fiscal year 2010-2011, schools earned \$26,353. Commission checks are written to each site participating in the program, but sent to the District office for audit and distribution.  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
45. **EXTENSION OF AGREEMENT RFP NO. 4-0809, SNACK VENDING SERVICES, VENDING+PLUS:** Page 343  
EXHIBIT 32  
 Approval of the third extension of the agreement for snack vending service to be provided by Vending+Plus. This contract provides healthy snack options for students at the secondary level during hours when District provided snacks are not available. There are no costs associated with this contract, as each participating site earns a commission from every item sold. For calendar year 2009, the sites participating in this program earned \$40,474 in commissions. In calendar year 2010, schools earned \$39,197, and year to date for year 2011, schools have earned \$26,127. Commission checks are written to each site participating in the program, and are sent to the District office for audit and distribution.  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
46. **REDLANDS UNIFIED SCHOOL DISTRICT BID NO. 4-11 FURNITURE, FILING, AND OFFICE EQUIPMENT, VARIOUS VENDORS AND MANUFACTURERS:** Page 357  
EXHIBIT 33  
 Approval of authorization to utilize Redlands Unified School District Bid No. 4-11, for the purchase of furniture, filing, and office equipment, under the same terms and conditions of the public agency's contract. School boards have the authority to "piggyback" on another public agency's bid, per Public Contract Code §20118, when it is in the best interest of a district. It is often advantageous to utilize piggyback bids when contract items are identical to the district's specifications. Using piggyback contracts saves time and often provides lower prices than a single jurisdiction would be able to obtain.

This agenda item recommends approval authorization to utilize Redlands Unified School District Bid No. 4-11, for the purchase of furniture, filing, and office equipment, under the same terms and conditions of the public agency's contract. The contract provides competitive pricing and allows staff to streamline the procurement process by purchasing products from any one of the following vendors awarded contracts based on percentage discounts off manufacturers price lists: Concepts School & Office Furnishings, Culver-Newlin, Desert Business Interiors, Diversified Metal, Great Western, Hertz Furniture, Office Depot, Office & Ergonomic Solutions, School Space Solutions, School Specialty, or Virco. District staff anticipates utilizing the contract to purchase classroom and office furniture and equipment, as needed throughout the District, as funds become available.

*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*

**47. AWARD BID NO. 1112-01, AUDIO VISUAL EQUIPMENT:**

Page 383

**EXHIBIT 34**

Award of bid for audio visual equipment to the following vendors: AVID; AVES Audio Visual Systems, Inc.; B&H Foto & Electronics Corp. dba B&H Photo Video; California Western Visuals; Camcor, Inc.; Compview, Inc.; Digital Networks Group, Inc.; Golden State Technology, Inc. dba GST; Hewlett-Packard Company; Longs Electronics, Inc.; MNJ Technologies Direct, Inc.; Renaissance Learning, Inc.; Troxell Communications, Inc.; Valiant IMC; W.B. Hunt Co., Inc.; and Ward's Media Tech. This bid updates the standard list of 84 different items of audio visual equipment with current brands and models and sets pricing for the 2011-2012 school year. The total expenditures under this contract are estimated to be \$300,000 depending upon the availability of funds. Audio visual equipment may be funded through many sources, such as gift, site funds, and grants.

Due to the size, agreement documents will be posted online in the District Board Agendas and Supporting Documentation page. The documents are also on file in the Purchasing Department.

*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*

**48. ADVERTISE BID NO. 1112-10 – TREE TRIMMING MAINTENANCE SERVICES:**

Approval to advertise for bids for tree trimming maintenance services. This bid allows the District to establish a contract with an approved vendor with set pricing for the 2011-2012 school year for routine, recurring tree trimming maintenance services for all sites within the District. The total expenditures under this contract are estimated to be \$80,000, which will be funded from the routine restricted maintenance account.

Due to the size, documents will be posted online in the District Board Agendas and Supporting Documentation page. The documents are also on file in the Purchasing Department.

*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*

**PERSONNEL SERVICES**

**49. RESIGNATIONS/RETIREMENT/EMPLOYMENT-CLASSIFIED EMPLOYEES:**

Page 391

**EXHIBIT 35**

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.

*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel*



**50. RESIGNATIONS/RETIREMENT/EMPLOYMENT – CERTIFICATED EMPLOYEES:**

Page 425  
**EXHIBIT 36**

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.

*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel*

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

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

ROLL CALL:

Trustee Addonizio \_\_\_\_\_

Trustee Hatton \_\_\_\_\_

Trustee Alpay \_\_\_\_\_

Trustee Palazzo \_\_\_\_\_

Trustee Bryson \_\_\_\_\_

Trustee Pritchard \_\_\_\_\_

Trustee Brick \_\_\_\_\_

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

**ADJOURNMENT**

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

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

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS WEDNESDAY, AUGUST 24, 2011, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

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

[www.capousd.org](http://www.capousd.org)

## 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.*



**Academic Design & Delivery**  
**The ADD Initiative**  
End of Year Report

Julie Hatchel, Assistant Superintendent, Education Services  
Dr. Amy Bryant, Director VI, Curriculum & Instruction

August 8, 2011

**Sheltered Instruction Observation Protocol -**  
**SIOP**

1. Lesson Preparation
2. Building Background
3. Comprehensible Input
4. Strategies
5. Interaction
6. Practice/Application
7. Lesson Delivery
8. Review & Assessment (Checking for Understanding)

Adapted from Echeverria, Vogt, & Short  
(2008)

## School Participation

### Cohort One

San Juan ES  
Kinoshita  
Ambuehl  
Del Obispo  
Marco  
SJHS  
Wood Canyon  
Oak Grove  
Moulton  
ANHS  
Hankey ES  
Hankey MS  
Barcelona Hills  
Viejo  
Newhart  
CVHS  
Palisades  
Lobo  
Las Palmas  
SMS  
SCHS

### Cohort Two

Hidden Hills  
Crown Valley  
Niguel Hills  
Oso Grande  
Ladera Ranch ES  
Ladera Ranch MS  
Concordia  
BAMS  
Benedict  
Marblehead  
Bergeson  
Laguna Niguel  
Canyon Vista  
AVMS  
DJAES  
DJAMS  
Bathgate  
Castille  
Reilly  
Serra  
DHHS

### Cohort Three

Tijeras Creek  
Las Flores ES  
Chaparral  
Wagon Wheel  
Las Flores MS  
Arroyo Vista ES  
Arroyo Vista MS  
George White  
RH Dana  
Malcom  
VdMES  
VdMMS  
THS

## Initiative Outcomes

- **Students:** The gap between EL subgroup and EO group will close by the third year of implementation at participating sites as measured by STAR and CAHSEE testing; API/AYP data analysis. Yearly analysis of informal and formal classroom data will show the gap decreasing.
- **Teachers:** The use of SIOP and peer coaching will improve instructional practice as perceived by participating teachers as measured by qualitative and quantitative surveys.
- **TOSAs:** The professional development will increase the ability to provide expert level support and coaching to participating teachers.
- **Administrators:** Participation will provide administrators with knowledge of non-evaluative instructional leadership, coaching, and feedback using the SIOP model and peer coaching methods.

## Initiative Targets

- Daily use of SIOP in classrooms
- TOSA support for coaching and PD in SIOP
- Increase use of PLC to develop the site teams
- Increase of teacher observation of peers followed by reflective conversation
- Increase of an awareness of the needs of ELs and students who need support
- Increase of application of use of SIOP to meet the needs of ELs
- Increase of use of a non-evaluation protocol in classroom visits, followed by a peer coaching conversation
- Increase in PD that is specific to the needs of the site (related to SIOP)
- Increase instructional leadership at the site level
- Increase in progress monitoring of students, both informally and formally

## What worked well in Year One

- TOSA leadership and support was invaluable
- SIOP worked well in all types of classes from math to AP World History – every class has a bottom 30%
- Principal leadership, participation and enthusiasm for the process kept the momentum going
- Peer coaching was the key to success

## Lessons Learned

- Differentiate the Initiative for each site and teacher need
- Work with SLTs on use of progress monitoring, formal and informal assessment and data collection
- Leverage the PLC model to build site capacity as the SLT and Cadre grow

## Next Steps...

- Center for Applied Linguistics (CAL) to provide in-depth SIOP training to Cohort 1 in August
- Expert level training for TOSAs
  1. Cognitive Coaching with OCDE
  2. Quantum Learning
  3. CAL 'graduate school' training with coaching elements

The SIOP Model is not about learning everything  
new...  
It's about rethinking your practice. ~MaryEllen Vogt







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

· August 8, 2011

**2011-2012 FISCAL YEAR BUDGETS FOR COMMUNITY FACILITIES DISTRICTS OF  
CAPISTRANO UNIFIED SCHOOL DISTRICT**

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**BACKGROUND INFORMATION**

In 1982, the Mello-Roos Community Facilities Act of 1982 (Act) was passed, which authorizes local governments, including school districts, to establish Community Facilities Districts (CFDs) for the purpose of selling tax-exempt bonds to fund public improvements. Specifically for the District, the Act allows the District to establish CFDs, sell tax-exempt bonds therein, and levy annual taxes for the purpose of financing public services and new facilities acquisition and construction.

The District currently has ten (10) CFDs:

- CFD No. 87-1                      Aliso Viejo / Mission Viejo
- CFD No. 88-1                      Ranch Santa Margarita
- CFD No. 90-1                      Coto de Caza
- CFD No. 90-2                      Talega
- CFD No. 90-2 IA                      Talega – Improvement Area No. 2002-1
- CFD No. 92-1                      Las Flores
- CFD No. 94-1                      Rancho Santa Margarita
- CFD No. 98-1A                      Pacifica San Juan
- CFD No. 98-2                      Ladera
- CFD No. 2004-1                      Rancho Madrina

Each CFD has several funds and accounts within it for both revenue and expenditures that are the responsibility of the respective CFD. The fund and account types, their uses, and restrictions are included below.

- Special Tax Fund
  - Taxes collected are deposited here. The District is unable to access these funds directly, as the revenue is collected and transferred to other funds and accounts within the CFD.
- Principal Account
  - This account holds funds used to make the required principal component of debt service payments. The District does not have discretionary access to these funds.
- Interest Account
  - This account holds funds used to make the required interest component of debt service payments. The District does not have discretionary access to these funds.

## **2011-2012 Fiscal Year Budget: Community Facilities Districts**

August 8, 2011

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- **Reserve Fund**
  - This represents a calculated amount that is required as a contingency fund within the CFD. The District does not have discretionary access to these funds.
- **Construction & Acquisition Fund**
  - This account holds the funds that are designated for construction of the authorized facilities. The District does have discretionary access to these funds, within the authorized uses of the CFD.
- **Administrative Expense Account**
  - This account holds the funds that are designated for administrative costs of facilitating the CFD and construction projects. The District has discretionary access to these funds, within the authorized uses of the CFD.
- **Special Reserve Fund**
  - In September of each year, once the required transfers have been made from the Special Tax Fund to make debt service payments, any amount remaining in the Special Tax Fund is transferred to the Special Reserve Fund. These funds may be used for purposes described in the Official Statement. The District does have access to these funds and uses them to pay administrative and project costs, within the authorized uses of the CFD.

### **CURRENT CONSIDERATIONS**

The purpose of this agenda item is to request Board approval of the 2011-2012 Fiscal Year Budget for Community Facilities District Nos. 87-1, 88-1, 90-1, 90-2, 90-2 IA, 92-1, 94-1, 98-1A, 98-2, and 2004-1. A summary budget for each CFD is attached. Changes to these budgets may be made at any time, should the Board, at its discretion, authorize new (or changes to current) construction initiatives. Within these summary budgets are the following key components:

**Revenues** – David Taussig & Associates (DTA), the District’s “Special Tax Consultant,” has calculated the annual levy setting forth the Special Taxes required and authorized to be levied on each parcel within each CFD. Resolutions authorizing the annual levy of special taxes are on the Consent Calendar for approval. The revenues projected to be received for each respective CFD have been included in the revenue budget(s).

**Expenditures** – The 2011-2012 expenditure budget(s) have been compiled to assume the following components.

- **Books & Supplies**
  - This includes any supplies or non-capitalized equipment that may be required to facilitate construction project completion.

## **2011-2012 Fiscal Year Budget: Community Facilities Districts**

August 8, 2011

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- Services & Other Operating Expenses
  - This includes administrative costs of facilitating the CFD and construction projects undertaken in the current fiscal year.
- Capital Outlay
  - This includes the costs of ongoing and currently known new construction projects that will be undertaken during the fiscal year.
- Debt Service Payment
  - This includes the amounts that will be paid for principal and interest components of debt service payments during the fiscal year.

### **FINANCIAL IMPLICATIONS**

There is no general fund impact to this agenda item. The financial implications of approval of this agenda item and its impact to the CFDs are detailed in the attached budgets.

### **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 approve the 2011-2012 Fiscal Year Budgets for Community Facilities District Nos. 87-1, 88-1, 90-1, 90-2, 90-2 IA, 92-1, 94-1, 98-1A, 98-2, and 2004-1.



**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**2011/2012 FINAL BUDGET SUMMARY**  
**C.F.D. 87-1 Mission Viejo/Aliso Viejo**  
**REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

<b>FUND 87-1 DESCRIPTION</b>	<b>2010/2011 UNAUDITED ACTUALS</b>	<b>2011/2012 FINAL BUDGET</b>
REVENUES:		
Other Local Revenues	\$10,358,536	\$10,462,121
<b>TOTAL REVENUES</b>	<b>\$10,358,536</b>	<b>\$10,462,121</b>
EXPENDITURES:		
Certificated Salaries	\$0	\$0
Classified Salaries	\$0	\$0
Employees Benefits	\$0	\$0
Books and Supplies	\$0	\$0
Services & Other Op Expenses	\$444,684	\$449,131
Capital Outlay	\$159,610 <sup>1</sup>	\$15,200,000 <sup>2</sup>
Other Outgo	\$0	\$0
Direct Support/Indirect Costs	\$0	\$0
Debt Service Payment	\$7,037,875	\$7,108,254
<b>TOTAL EXPENDITURES</b>	<b>\$7,642,169</b>	<b>\$22,757,385</b>
<b>EXCESS/(DEFICIENCY)</b>	<b>\$2,716,367</b>	<b>(\$12,295,263)</b>
OTHER FINANCING SOURCES/USES:		
Interfund Transfer In (+)	\$0	\$0
Interfund Transfer Out (-)	\$0	\$0
Other Sources (+)	\$0	\$0
Other Uses (-)	\$0	\$0
<b>TOTAL OTHER FINANCING SOURCES/USES</b>	<b>\$0</b>	<b>\$0</b>
<b>NET FUND BALANCE INCREASE/(DECREASE)</b>	<b>\$2,716,367</b>	<b>(\$12,295,263)</b>

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**2011/2012 FINAL BUDGET SUMMARY**  
**C.F.D. 87-1 Mission Viejo/Aliso Viejo**  
**REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

<b>FUND 87-1 DESCRIPTION</b>	<b>2010/2011 UNAUDITED ACTUALS</b>	<b>2011/2012 FINAL BUDGET</b>
<b>FUND BALANCE:</b>		
Beginning Balance	\$15,638,344	\$18,354,711
Audit Adjustments	\$0	\$0
<b>NET BEGINNING BALANCE</b>	<b>\$15,638,344</b>	<b>\$18,354,711</b>
<b>ENDING BALANCE</b>	<b>\$18,354,711</b>	<b>\$6,059,448</b>
<b>COMPONENTS OF ENDING BALANCE:</b>		
Designated Amounts		
Economic Uncertainties	\$0	\$0
Other Designations	\$18,354,711	\$6,059,448

<sup>1</sup> Amounts include preliminary work for theater at CVHS

<sup>2</sup> Allocation is for construction projects

- Beginning theater construction at CVHS (\$15.M)
- Beginning MPR remodel at NMS (\$200k)

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**2010/2011 FINAL BUDGET SUMMARY**  
**C.F.D. 88-1 FUND Rancho Santa Margarita**  
**REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

<b>FUND 88-1 DESCRIPTION</b>	<b>2010/2011 UNAUDITED ACTUALS</b>	<b>2011/2012 FINAL BUDGET</b>
REVENUES:		
Other Local Revenues	\$1,540,118	\$1,555,519
<b>TOTAL REVENUES</b>	<b>\$1,540,118</b>	<b>\$1,555,519</b>
EXPENDITURES:		
Certificated Salaries	\$0	\$0
Classified Salaries	\$0	\$0
Employees Benefits	\$0	\$0
Books and Supplies	\$0	\$0
Services & Other Op Expenses	\$80,358	\$81,162
Capital Outlay	\$0	\$0
Other Outgo	\$0	\$0
Direct Support/Indirect Costs	\$0	\$0
Debt Service Payment	\$1,289,300	\$1,302,193
<b>TOTAL EXPENDITURES</b>	<b>\$1,369,658</b>	<b>\$1,383,355</b>
 <b>EXCESS/(DEFICIENCY)</b>	 <b>\$170,460</b>	 <b>\$172,165</b>
OTHER FINANCING SOURCES/USES:		
Interfund Transfer In (+)	\$0	\$0
Interfund Transfer Out (-)	\$0	\$0
Other Sources (+)	\$0	\$0
Other Uses (-)	\$0	\$0
<b>TOTAL OTHER FINANCING SOURCES/USES</b>	<b>\$0</b>	<b>\$0</b>
 <b>NET FUND BALANCE INCREASE/(DECREASE)</b>	 <b>\$170,460</b>	 <b>\$172,165</b>

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
2011/2012 FINAL BUDGET SUMMARY  
C.F.D. 88-1 FUND Rancho Santa Margarita  
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

<b>FUND 88-1 DESCRIPTION</b>	<b>2010/2011 UNAUDITED ACTUALS</b>	<b>2011/2012 FINAL BUDGET</b>
<b>FUND BALANCE:</b>		
Beginning Balance	\$686,337	\$856,797
Audit Adjustments	\$0	\$0
<b>NET BEGINNING BALANCE</b>	<b>\$686,337</b>	<b>\$856,797</b>
 <b>ENDING BALANCE</b>	 <b>\$856,797</b>	 <b>\$1,028,962</b>
 <b>COMPONENTS OF ENDING BALANCE:</b>		
Designated Amounts		
Economic Uncertainties	\$0	\$0
Other Designations	\$856,797	\$1,028,962



**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**2011/2012 FINAL BUDGET SUMMARY**  
**C.F.D. 90-1 Coto de Caza**  
**REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

<b>FUND 90-1 DESCRIPTION</b>	<b>2010/2011 UNAUDITED ACTUALS</b>	<b>2011/2012 FINAL BUDGET</b>
REVENUES:		
Other Local Revenues	\$66,285	\$66,948
<b>TOTAL REVENUES</b>	<b>\$66,285</b>	<b>\$66,948</b>
EXPENDITURES:		
Certificated Salaries	\$0	\$0
Classified Salaries	\$0	\$0
Employees Benefits	\$0	\$0
Books and Supplies	\$0	\$0
Services & Other Op Expenses	\$26,593	\$26,859
Capital Outlay	\$1,544 <sup>1</sup>	\$20,000 <sup>2</sup>
Other Outgo	\$0	\$0
Direct Support/Indirect Costs	\$0	\$0
Debt Service Payment	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$28,137</b>	<b>\$46,859</b>
 <b>EXCESS/(DEFICIENCY)</b>	 <b>\$38,148</b>	 <b>\$20,089</b>
OTHER FINANCING SOURCES/USES:		
Interfund Transfer In (+)	\$0	\$0
Interfund Transfer Out (-)	\$0	\$0
Other Sources (+)	\$0	\$0
Other Uses (-)	\$0	\$0
<b>TOTAL OTHER FINANCING SOURCES/USES</b>	<b>\$0</b>	<b>\$0</b>
 <b>NET FUND BALANCE INCREASE/(DECREASE)</b>	 <b>\$38,148</b>	 <b>\$20,089</b>

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**2011/2012 FINAL BUDGET SUMMARY**  
**C.F.D. 90-1 Coto de Caza**  
**REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

<b>FUND 90-1 DESCRIPTION</b>	<b>2010/2011 UNAUDITED ACTUALS</b>	<b>2011/2012 FINAL BUDGET</b>
<b>FUND BALANCE:</b>		
Beginning Balance	\$1,766,934	\$1,805,082
Audit Adjustments	\$0	\$0
<b>NET BEGINNING BALANCE</b>	<b>\$1,766,934</b>	<b>\$1,805,082</b>
 <b>ENDING BALANCE</b>	 <b>\$1,805,082</b>	 <b>\$1,825,171</b>
 <b>COMPONENTS OF ENDING BALANCE:</b>		
Designated Amounts		
Economic Uncertainties	\$0	\$0
Other Designations	\$1,805,082	\$1,825,171

<sup>1</sup> Amounts include ongoing monitoring of wetland modification area(s) near THS.

<sup>2</sup> Allocation for ongoing monitoring of wetland modification area(s) near THS.

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**2011/2012 FINAL BUDGET SUMMARY**  
**C.F.D. 90-2 Talega**  
**REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

<b>FUND 90-2 DESCRIPTION</b>	<b>2010/2011 UNAUDITED ACTUALS</b>	<b>2011/2012 FINAL BUDGET</b>
REVENUES:		
Other Local Revenues	\$7,709,405	\$7,747,952
<b>TOTAL REVENUES</b>	<b>\$7,709,405</b>	<b>\$7,747,952</b>
EXPENDITURES:		
Certificated Salaries	\$0	\$0
Classified Salaries	\$0	\$0
Employees Benefits	\$0	\$0
Books and Supplies	\$0	\$0
Services & Other Op Expenses	\$1,015,592	\$1,025,748
Capital Outlay	\$0	\$0
Other Outgo	\$393,350 <sup>1</sup>	\$0
Direct Support/Indirect Costs	\$0	\$0
Debt Service Payment	\$5,739,571	\$5,796,967
<b>TOTAL EXPENDITURES</b>	<b>\$7,148,513</b>	<b>\$6,822,715</b>
<b>EXCESS/(DEFICIENCY)</b>	<b>\$560,892</b>	<b>\$925,237</b>
OTHER FINANCING SOURCES/USES:		
Interfund Transfer In (+)	\$0	\$0
Interfund Transfer Out (-)	\$0	\$0
Other Sources (+)	\$0	\$0
Other Uses (-)	\$0	\$0
<b>TOTAL OTHER FINANCING SOURCES/USES</b>	<b>\$0</b>	<b>\$0</b>
<b>NET FUND BALANCE INCREASE/(DECREASE)</b>	<b>\$560,892</b>	<b>\$925,237</b>

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**2011/2012 FINAL BUDGET SUMMARY**  
**C.F.D. 90-2 Talega**  
**REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

<b>FUND 90-2 DESCRIPTION</b>	<b>2010/2011 UNAUDITED ACTUALS</b>	<b>2011/2012 FINAL BUDGET</b>
<b>FUND BALANCE:</b>		
Beginning Balance	\$4,173,729	\$4,734,621
Audit Adjustments	\$0	\$0
<b>NET BEGINNING BALANCE</b>	<b>\$4,173,729</b>	<b>\$4,734,621</b>
 <b>ENDING BALANCE</b>	 <b>\$4,734,621</b>	 <b>\$5,659,858</b>
 <b>COMPONENTS OF ENDING BALANCE:</b>		
Designated Amounts		
Economic Uncertainties	\$0	\$0
Other Designations	\$4,734,621	\$5,659,858

<sup>1</sup> A portion of semi-annual COP principal and interest payments due in FY 2010-11.

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**2011/2012 FINAL BUDGET SUMMARY**  
**C.F.D. 92-1 Las Flores**  
**REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

<b>FUND 92-1 DESCRIPTION</b>	<b>2010/2011 UNAUDITED ACTUALS</b>	<b>2011/2012 FINAL BUDGET</b>
REVENUES:		
Other Local Revenues	\$3,041,696	\$3,072,113
<b>TOTAL REVENUES</b>	<b>\$3,041,696</b>	<b>\$3,072,113</b>
EXPENDITURES:		
Certificated Salaries	\$0	\$0
Classified Salaries	\$0	\$0
Employees Benefits	\$0	\$0
Books and Supplies	\$0	\$0
Services & Other Op Expenses	\$72,310	\$73,033
Capital Outlay	\$0	\$0
Other Outgo	\$0	\$0
Direct Support/Indirect Costs	\$0	\$0
Debt Service Payment	\$2,191,238	\$2,213,150
<b>TOTAL EXPENDITURES</b>	<b>\$2,263,548</b>	<b>\$2,286,183</b>
<b>EXCESS/(DEFICIENCY)</b>	<b>\$778,148</b>	<b>\$785,929</b>
OTHER FINANCING SOURCES/USES:		
Interfund Transfer In (+)	\$0	\$0
Interfund Transfer Out (-)	\$0	\$0
Other Sources (+)	\$0	\$0
Other Uses (-)	\$0	\$0
<b>TOTAL OTHER FINANCING SOURCES/USES</b>	<b>\$0</b>	<b>\$0</b>
<b>NET FUND BALANCE INCREASE/(DECREASE)</b>	<b>\$778,148</b>	<b>\$785,929</b>

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**2011/2012 FINAL BUDGET SUMMARY**  
**C.F.D. 92-1 Las Flores**  
**REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

<b>FUND 92-1 DESCRIPTION</b>	<b>2010/2011 UNAUDITED ACTUALS</b>	<b>2011/2012 FINAL BUDGET</b>
<b>FUND BALANCE:</b>		
Beginning Balance	\$4,630,765	\$5,408,913
Audit Adjustments	\$0	\$0
<b>NET BEGINNING BALANCE</b>	<b>\$4,630,765</b>	<b>\$5,408,913</b>
 <b>ENDING BALANCE</b>	 <b>\$5,408,913</b>	 <b>\$6,194,842</b>
 <b>COMPONENTS OF ENDING BALANCE:</b>		
Designated Amounts		
Economic Uncertainties	\$0	\$0
Other Designations	\$5,408,913	\$6,194,842

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**2011/2012 FINAL BUDGET SUMMARY**  
**C.F.D. 94-1 Rancho Santa Margarita II**  
**REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

<b>FUND 94-1 DESCRIPTION</b>	<b>2010/2011 UNAUDITED ACTUALS</b>	<b>2011/2012 FINAL BUDGET</b>
REVENUES:		
Other Local Revenues	\$316,665	\$319,832
<b>TOTAL REVENUES</b>	<b>\$316,665</b>	<b>\$319,832</b>
EXPENDITURES:		
Certificated Salaries	\$0	\$0
Classified Salaries	\$0	\$0
Employees Benefits	\$0	\$0
Books and Supplies	\$0	\$0
Services & Other Op Expenses	\$32,812	\$33,140
Capital Outlay	\$0	\$0
Other Outgo	\$393,350 <sup>1</sup>	\$0
Direct Support/Indirect Costs	\$0	\$0
Debt Service Payment	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$426,162</b>	<b>\$33,140</b>
<b>EXCESS/(DEFICIENCY)</b>	<b>(\$109,497)</b>	<b>\$286,692</b>
OTHER FINANCING SOURCES/USES:		
Interfund Transfer In (+)	\$0	\$0
Interfund Transfer Out (-)	\$0	\$0
Other Sources (+)	\$0	\$0
Other Uses (-)	\$0	\$0
<b>TOTAL OTHER FINANCING SOURCES/USES</b>	<b>\$0</b>	<b>\$0</b>
<b>NET FUND BALANCE INCREASE/(DECREASE)</b>	<b>(\$109,497)</b>	<b>\$286,692</b>

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
2011/2012 FINAL BUDGET SUMMARY  
C.F.D. 94-1 Rancho Santa Margarita II  
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

<b>FUND 94-1 DESCRIPTION</b>	<b>2010/2011 UNAUDITED ACTUALS</b>	<b>2010/2011 FINAL BUDGET</b>
FUND BALANCE:		
Beginning Balance	\$1,271,136	\$1,161,639
Audit Adjustments	\$0	\$0
<b>NET BEGINNING BALANCE</b>	<b>\$1,271,136</b>	<b>\$1,161,639</b>
 <b>ENDING BALANCE</b>	 <b>\$1,161,639</b>	 <b>\$1,448,331</b>
COMPONENTS OF ENDING BALANCE:		
Designated Amounts		
Economic Uncertainties	\$0	\$0
Other Designations	\$1,161,639	\$1,448,331

<sup>1</sup> A portion of semi-annual COP principal and interest payments due in FY 2010-11.



**CAPISTRANO UNIFIED SCHOOL DISTRICT  
2011/2012 FINANCIAL BUDGET SUMMARY  
C.F.D. 98-1A Pacifica San Juan  
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

<b>FUND NEW DESCRIPTION</b>	<b>2010/2011 UNAUDITED ACTUALS</b>	<b>2011/2012 FINAL BUDGET</b>
REVENUES:		
Other Local Revenues	\$316,958	\$320,128
<b>TOTAL REVENUES</b>	<b>\$316,958</b>	<b>\$320,128</b>
EXPENDITURES:		
Services & Other Op Expenses	\$22,095	\$22,316
Capital Outlay	\$0	\$0
Other Outgo	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$22,095</b>	<b>\$22,316</b>
<b>EXCESS/(DEFICIENCY)</b>	<b>\$294,863</b>	<b>\$297,812</b>
OTHER FINANCING SOURCES/USES:		
Interfund Transfer In (+)	\$0	\$0
Interfund Transfer Out (-)	\$0	\$0
Other Sources (+)	\$0	\$0
Other Uses (-)	\$0	\$0
<b>TOTAL OTHER FINANCING SOURCES/USES</b>	<b>\$0</b>	<b>\$0</b>
<b>NET FUND BALANCE INCREASE/(DECREASE)</b>	<b>\$294,863</b>	<b>\$297,812</b>

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**2011/2012 FINAL BUDGET SUMMARY**  
**C.F.D. 98-1A Pacifica San Juan**  
**REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

<b>FUND NEW DESCRIPTION</b>	<b>2010/2011 UNAUDITED ACTUALS</b>	<b>2011/2012 FINAL BUDGET</b>
FUND BALANCE:		
Beginning Balance	\$1,034,155	\$1,329,018
Audit Adjustments	\$0	\$0
<b>NET BEGINNING BALANCE</b>	<b>\$1,034,155</b>	<b>\$1,329,018</b>
 <b>ENDING BALANCE</b>	 <b>\$1,329,018</b>	 <b>\$1,626,830</b>
COMPONENTS OF ENDING BALANCE:		
Designated Amounts		
Economic Uncertainties	\$0	\$0
Other Designations	\$1,329,018	\$1,626,830

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**2011/2012 FINAL BUDGET SUMMARY**  
**C.F.D. 98-2 Ladera**  
**REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

<b>FUND 98-2 DESCRIPTION</b>	<b>2010/2011 UNAUDITED ACTUALS</b>	<b>2011/2012 FINAL BUDGET</b>
REVENUES:		
Other Local Revenues	\$9,738,223	\$9,835,605
<b>TOTAL REVENUES</b>	<b>\$9,738,223</b>	<b>\$9,835,605</b>
EXPENDITURES:		
Certificated Salaries	\$0	\$0
Classified Salaries	\$0	\$0
Employees Benefits	\$0	\$0
Books and Supplies	\$0	\$0
Services & Other Op Expenses	\$630,855	\$637,164
Capital Outlay	\$1,282,225 <sup>1</sup>	\$6,600,000 <sup>2</sup>
Other Outgo	\$393,350 <sup>3</sup>	\$0
Direct Support/Indirect Costs	\$0	\$0
Debt Service Payment	\$6,997,413	\$7,067,387
<b>TOTAL EXPENDITURES</b>	<b>\$9,303,843</b>	<b>\$14,304,551</b>
<b>EXCESS/(DEFICIENCY)</b>	<b>\$434,380</b>	<b>(\$4,468,945)</b>
OTHER FINANCING SOURCES/USES:		
Interfund Transfer In (+)	\$0	\$0
Interfund Transfer Out (-)	\$0	\$0
Other Sources (+)	\$0	\$0
Other Uses (-)	\$0	\$0
<b>TOTAL OTHER FINANCING SOURCES/USES</b>	<b>\$0</b>	<b>\$0</b>
<b>NET FUND BALANCE INCREASE/(DECREASE)</b>	<b>\$434,380</b>	<b>(\$4,468,945)</b>

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**2011/2012 FINAL BUDGET SUMMARY**  
**C.F.D. 98-2 Ladera**  
**REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

<b>FUND 98-2 DESCRIPTION</b>	<b>2010/2011 UNAUDITED ACTUALS</b>	<b>2011/2012 FINAL BUDGET</b>
<b>FUND BALANCE:</b>		
Beginning Balance	\$4,941,900	\$5,376,280
Audit Adjustments	\$0	\$0
<b>NET BEGINNING BALANCE</b>	<b>\$4,941,900</b>	<b>\$5,376,280</b>
<b>ENDING BALANCE</b>	<b>\$5,376,280</b>	<b>\$907,335</b>
<b>COMPONENTS OF ENDING BALANCE:</b>		
Designated Amounts		
Economic Uncertainties	\$0	\$0
Other Designations	\$5,376,280	\$907,335

<sup>1</sup> Amounts include prior construction closeout and new projects at SJHHS.

<sup>2</sup> Allocation is for construction projects at SJHHS

- Beginning stadium construction (\$1.5M)

- Security cameras (\$100k)

- Pool Construction (\$5.M)

<sup>3</sup> A portion of semi-annual COP principal and interest payments due in FY 2010-11.

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**2011/2012 FINAL BUDGET SUMMARY**  
**C.F.D. 2004-1 Rancho Madrina**  
**REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

<b>FUND 2004-1 DESCRIPTION</b>	<b>2010/2011 UNAUDITED ACTUALS</b>	<b>2011/2012 FINAL BUDGET</b>
REVENUES:		
Other Local Revenues	\$687,468	\$694,343
<b>TOTAL REVENUES</b>	<b>\$687,468</b>	<b>\$694,343</b>
EXPENDITURES:		
Certificated Salaries	\$0	\$0
Classified Salaries	\$0	\$0
Employees Benefits	\$0	\$0
Books and Supplies	\$0	\$0
Services & Other Op Expenses	\$52,560	\$53,086
Capital Outlay	\$468,319	\$473,002
Other Outgo	\$0	\$0
Direct Support/Indirect Costs	\$0	\$0
Debt Service Payment	\$408,010	\$412,090
<b>TOTAL EXPENDITURES</b>	<b>\$928,889</b>	<b>\$938,178</b>
<b>EXCESS/(DEFICIENCY)</b>	<b>(\$241,421)</b>	<b>(\$243,835)</b>
OTHER FINANCING SOURCES/USES:		
Interfund Transfer In (+)	\$0	\$0
Interfund Transfer Out (-)	\$0	\$0
Other Sources (+)	\$0	\$0
Other Uses (-)	\$0	\$0
<b>TOTAL OTHER FINANCING SOURCES/USES</b>	<b>\$0</b>	<b>\$0</b>
<b>NET FUND BALANCE INCREASE/(DECREASE)</b>	<b>(\$241,421)</b>	<b>(\$243,835)</b>

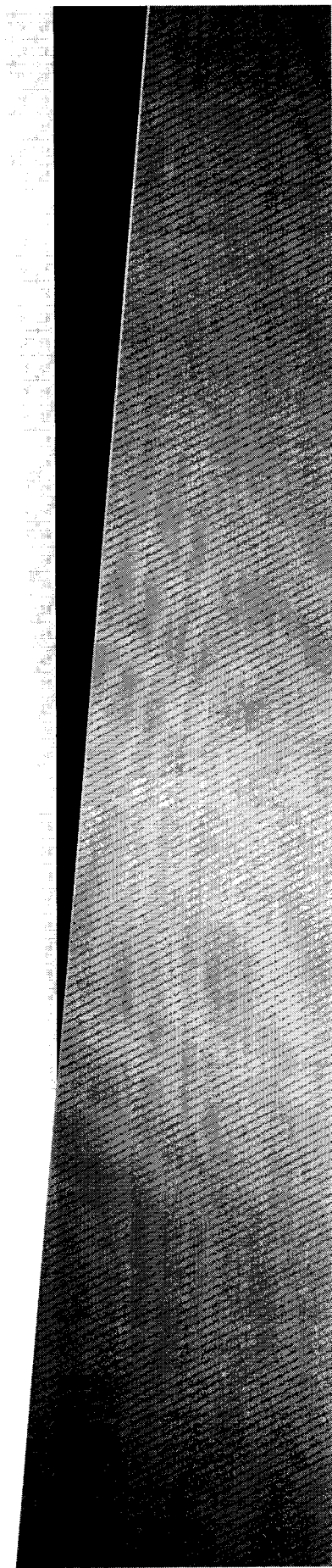
**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**2011/2012 FINAL BUDGET SUMMARY**  
**C.F.D. 2004-1 Rancho Madrina**  
**REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

<b>FUND 2004-1 DESCRIPTION</b>	<b>2010/2011 UNAUDITED ACTUALS</b>	<b>2011/2012 FINAL BUDGET</b>
<b>FUND BALANCE:</b>		
Beginning Balance	\$793,791	\$552,370
Audit Adjustments	\$0	\$0
<b>NET BEGINNING BALANCE</b>	<b>\$793,791</b>	<b>\$552,370</b>
 <b>ENDING BALANCE</b>	 <b>\$552,370</b>	 <b>\$308,535</b>
 <b>COMPONENTS OF ENDING BALANCE:</b>		
Designated Amounts		
Economic Uncertainties	\$0	\$0
Other Designations	\$552,370	\$308,535

<sup>1</sup> Amounts include maintenance of La Pata for SJHHS.

# 2011-2012

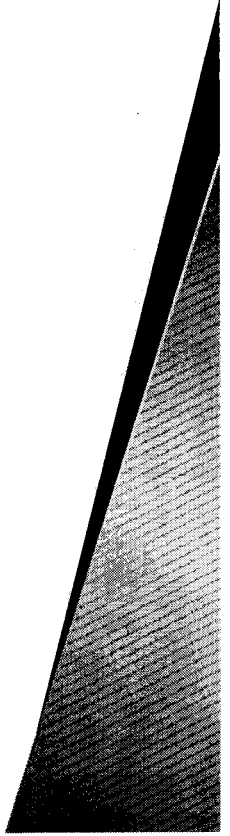
Community Facilities District Budgets  
Presented by: Business and Support Services



# Community Facilities Districts (CFD)

## Overview:

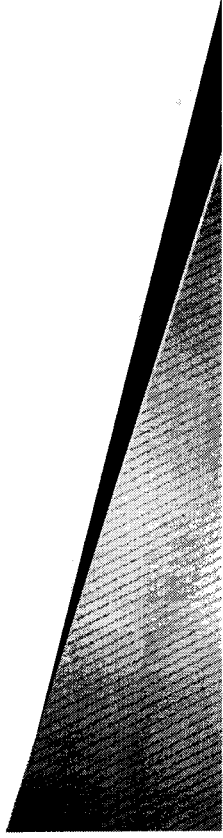
- ▶ Established in 1982, through Mello–Roos Community Facilities Act
- ▶ Allows the local agencies to sell tax exempt bonds to fund public improvements
- ▶ Currently, CUSD has ten (10) CFDs
  - CFDs are within multiple areas of CUSD
  - Tax amounts are collected and used for paying bond debt, construction, and related operating costs





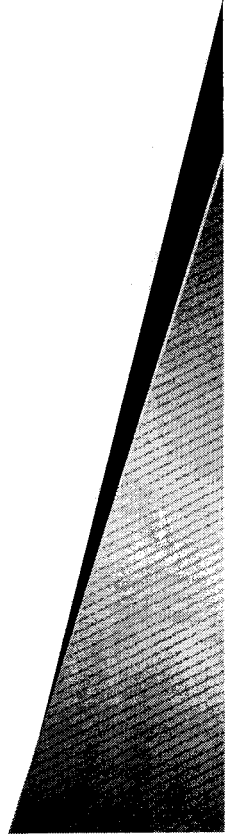
# CFD Budget Adoption

- ▶ Each CFD is tracked through a separate account
  - Specific revenue and expenditure lines
- ▶ Revenue amounts are determined based on annual tax levy
- ▶ Expenditures consist mainly of
  - Administrative costs
  - Capital / Construction costs
  - Debt Service payments



## CFD 87-1 (Aliso Viejo / Mission Viejo)

▶ Revenue –	\$10.5m	
▶ Expenditures		
◦ Services & Operating –	\$ 0.5m	
◦ Capital / Construction –	\$15.2m*	
◦ Other Outgo –	\$ 0.0m	
◦ Debt Service –	<u>\$ 7.0m</u>	
◦ Total:	\$22.7m	
◦ * CVHS Theater:	\$15.m	
◦ * Newhart MPR:	\$ 0.2m	

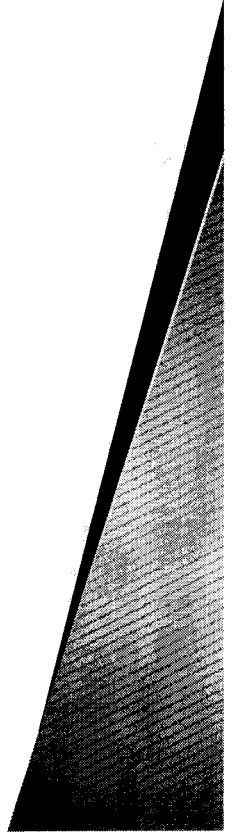


# CFD 88-1 (Rancho Santa Margarita)

► Revenues –	\$1.6m
► Expenditures	
◦ Services & Operating –	\$ 0.1m
◦ Capital /Construction –	\$ 0.0m
◦ Other Outgo –	\$ 0.0m
◦ Debt Service –	<u>\$ 1.3m</u>
◦ Total:	\$ 1.4m

## CFD 90-1 (Coto de Caza)

▶ Revenues –	\$67k
▶ Expenditures	
◦ Services & Operating –	\$ 27k
◦ Capital / Construction –	\$ 20k*
◦ Other Outgo –	\$ 0k
◦ Debt Service –	<u>\$ 0k</u>
◦ Total:	\$ 47k
◦ * Monitoring of wetland modification at THS	

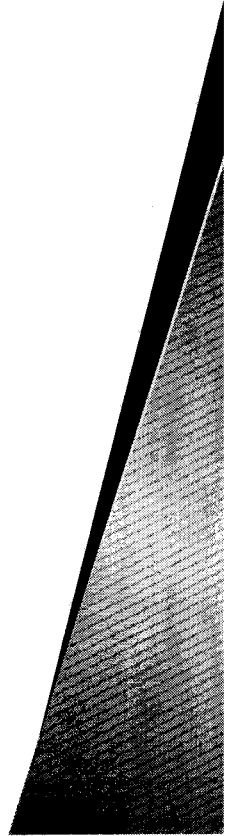


## CFD 90-2 (Talega & IA)

▶ Revenues – \$7.7m	
▶ Expenditures	
◦ Services & Operating –	\$ 1.0m
◦ Capital / Construction –	\$ 0.0m
◦ Other Outgo –	\$ 0.0m
◦ Debt Service –	<u>\$ 5.8m</u>
◦ Total:	\$ 6.8m

## CFD 92-1 (Las Flores)

► Revenues – \$3.0m	
► Expenditures	
◦ Services & Operating –	\$ 0.1m
◦ Capital / Construction –	\$ 0.0m
◦ Other Outgo –	\$ 0.0m
◦ Debt Service –	<u>\$ 2.2m</u>
◦ Total:	\$ 2.3m

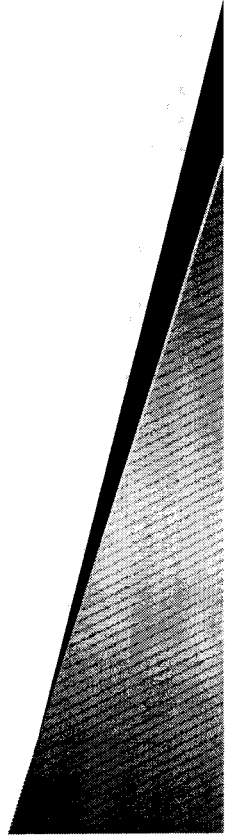


## CFD 94-1 (RSM II)

▶ Revenues – \$300k	
▶ Expenditures	
◦ Services & Operating –	\$ 33k
◦ Capital / Construction –	\$ 0k
◦ Other Outgo –	\$ 0k
◦ Debt Service –	<u>\$ 0k</u>
◦ Total:	\$ 33k

## CFD 98-1A (Pacifica San Juan)

► Revenues –	\$320k
► Expenditures	
◦ Services & Operating –	\$ 22k
◦ Capital / Construction –	\$ 0k
◦ Other Outgo –	\$ 0k
◦ Debt Service –	<u>\$ 0k</u>
◦ Total:	\$22k





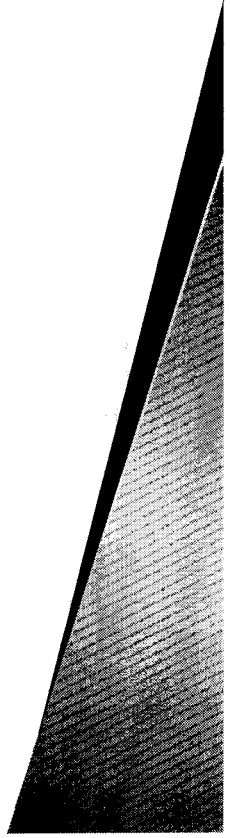
## CFD 98-2 (Ladera)

▶ Revenues – \$9.8m	
▶ Expenditures	
◦ Services & Operating –	\$ 0.6m
◦ Capital / Construction –	\$ 6.6m*
◦ Other Outgo –	\$ 0.0m
◦ Debt Service –	<u>\$ 7.0m</u>
◦ Total:	\$14.3m
◦ * SJHHS Stadium –	\$ 1.5m
◦ * SJHHS Security Cameras –	\$ 0.1m
◦ * SJHHS Pool –	\$ 5.0m

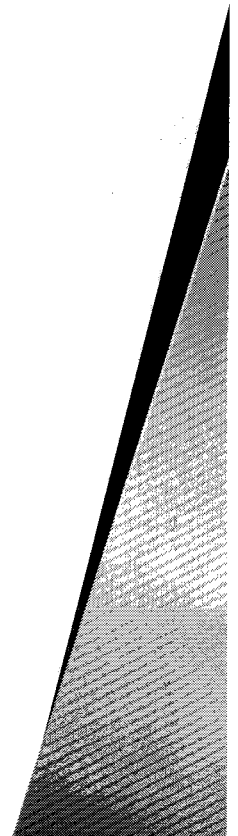
## CFD 2004-1 (Rancho Madrina)

► Revenues –	\$700k
► Expenditures	
◦ Services & Operating –	\$ 53k
◦ Capital / Construction –	\$ 473k*
◦ Other Outgo –	\$ 0k
◦ Debt Service –	<u>\$ 413k</u>
◦ Total:	\$940k

- \* Maintenance and installation of street lights on La Pata for SJHHS



# Questions?







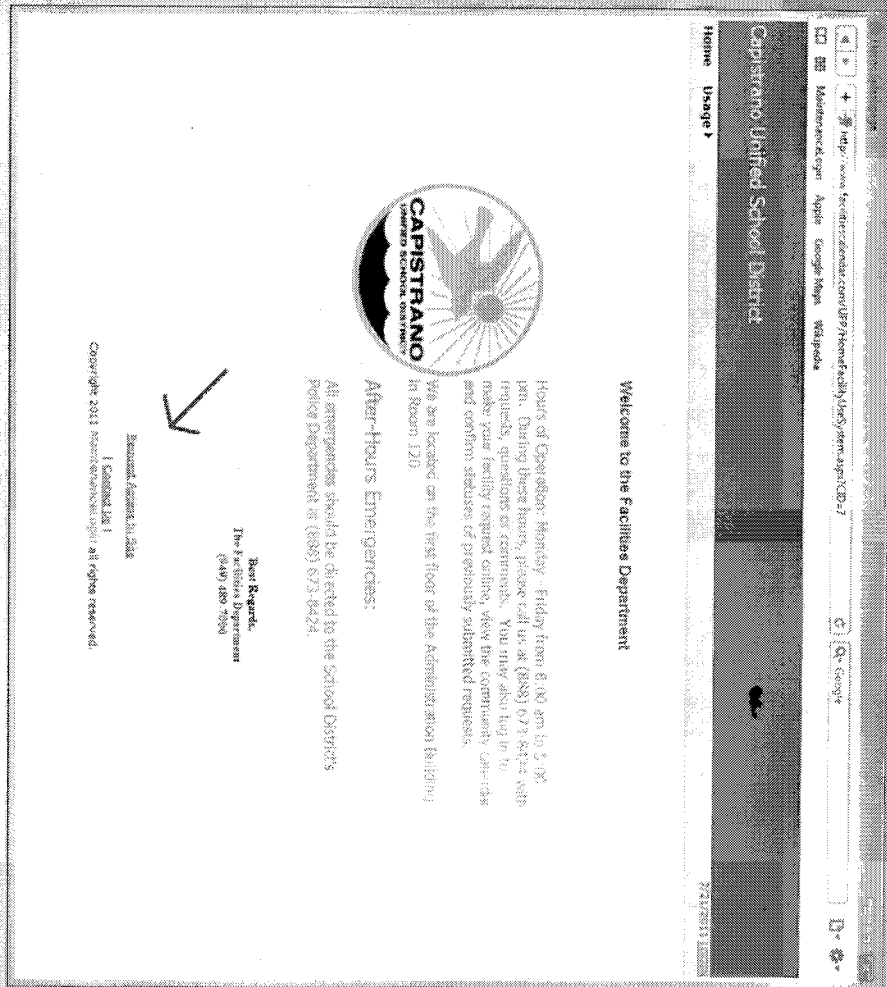
# Use of Facility

An overview of  
Facility Connect Pro  
A facility use reservation & billing software program

EXHIBIT 3

1 of 13

# Use of Facility Home Page



100070  
DW-8 (rev. 7/03)

Application No. \_\_\_\_\_

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
32972 Calle Perfecto, San Juan Capistrano, CA 92675  
**APPLICATION AND AGREEMENT FOR USE OF SCHOOL FACILITIES**

ALL APPLICATIONS MUST BE RECEIVED ON OR BEFORE JUNE 30th OF EACH YEAR.  
A COPY OF THE APPROVED APPLICATION MUST BE MAINTAINED BY THE GROVE WHILE ON DISTRICT PROPERTY.

\* These must be submitted at time of application \*

☐ \$50 APPLICATION FEE (make check payable to Capistrano Unified)  
☐ LIABILITY INSURANCE CERTIFICATE (CUSD listed as additional insured) (expires: \_\_\_\_\_)

Schooler site requested  
Please type or print information clearly:

Name of Organization \_\_\_\_\_

Represented officially by \_\_\_\_\_

Address \_\_\_\_\_

Request permission to use \_\_\_\_\_

City \_\_\_\_\_ Zip Code \_\_\_\_\_ PHONE \_\_\_\_\_

Planning to use on \_\_\_\_\_

Use Date	Day of Week	Time	Speaker or Leader	Topic or Activity	Estimated Attendance
From:					
To:					

If needed, use this space to list specific dates:

GENERAL DESCRIPTION OF HOW DISTRICT FACILITY WILL BE USED: Port ☐ Nonport ☐

Nonport: describe \_\_\_\_\_

An entrance charge or collection will be made: Yes ☐ No ☐ Net proceeds to be used for: \_\_\_\_\_

Special equipment needed: \_\_\_\_\_

Kitchen facility needed: Yes ☐ No ☐ Type of equipment needed: \_\_\_\_\_

District restroom facilities needed: Yes ☐ No ☐

TERMS

**DW-8 form**

**Now on-line**

The screenshot shows a web browser window with the URL <http://www.capistrano.org>. The page title is "Capistrano Unified School District". The main content area is titled "Contact Information" and includes a "Contact Us" section with a form for sending an email. The form has fields for "Name", "Email", "Subject", and "Message". Below the form is a "Send" button. The page also includes a "Privacy Policy" link and a copyright notice for 2011.

## Capistrano Unified School District

### **Congratulations!**

Thank you. Your Application to use the site has been submitted. We will contact you within 3 to 5 business days to notify you if access has been granted.



100070  
DW-8 (rev. 7/03)

Application No. \_\_\_\_\_

**CAPSTRANO UNIFIED SCHOOL DISTRICT**  
32972 Calle Portefino, San Juan Capistrano, CA 92675  
**APPLICATION AND AGREEMENT FOR USE OF SCHOOL FACILITIES**

ALL APPLICATIONS MUST BE RETURNED ON OR BEFORE JUNE 30<sup>th</sup> OF EACH YEAR.

*These must be submitted at time of application.*

**D\$90 APPLICATION FEE** (make check payable to Capistrano Unified)  
**LIABILITY INSURANCE CERTIFICATE** (CUSD listed as additional insured) (expires: \_\_\_\_\_)

School or site requested \_\_\_\_\_  
Please type or print as appropriate always.  
Name of Organization \_\_\_\_\_ Today's date: \_\_\_\_\_

Represented officially by \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_ PHONE \_\_\_\_\_

Request permission to use \_\_\_\_\_  
*Do not use group meeting at home of faculty or staff member.*

Use Date	Day of Week	Time	Speaker or Leader	Topic or Activity	Estimated Attendance
From:					
To:					

If needed, use this space to list special needs:

GENERAL DESCRIPTION OF HOW DISTRICT FACILITY WILL BE USED: Permit ☐ Non-permit ☐

Itemize specific details: \_\_\_\_\_

An admission charge or collection will be made: Yes ☐ No ☐ Not permitted to be used for: \_\_\_\_\_

Special equipment needed: \_\_\_\_\_

Kitchen facility needed: Yes ☐ No ☐ Type of equipment needed: \_\_\_\_\_ Beverage only ☐

District restroom facilities needed: Yes ☐ No ☐

TERMS

**Old**

Capistrano Unified School District

Home Design Manage

Request form

Group's Primary Contact

Event Type

Event Category

Name of Adult Teacher/Supervisor

Number of People Expected

Food Served?

Food Served Description

Will fees be charged?

**New**

## Capistrano Unified School District

[Home](#)
[Usage](#)
[Reports](#)
[Manage](#)

- Calendar - Events
- Calendar - Public
- Calendar - Requests
- My Facility Requests
- Request Facility

[Back to Approve Facility Requests](#)

Group: AYSO - Toby's Tigers

Event: 36

Contact: Toby Lombardi (213-456-7890)

Class: Class II - Community Based Not-For-Profit

Application Date: 6/27/2011

Event Description: 2346

Application/Request ID: 3636

Event Type: Concert

Event Category: City Event

Insurance Letter: ☐

Application Approval Status: Pending

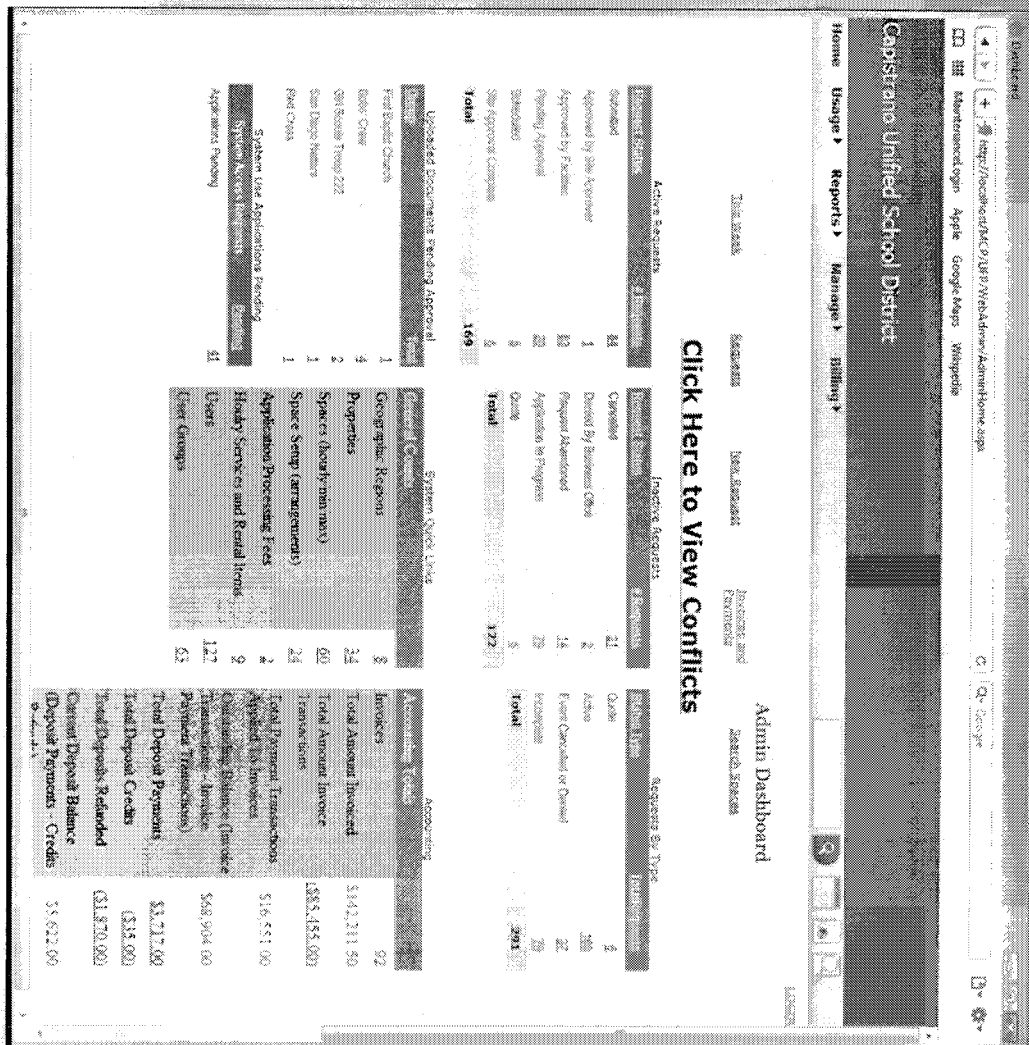
Status: Pending Approval

## Facilities Requested for this Event

Facility	Use Note	Date	Day	Conflict	StartTime/EndTime	Approval/Rejection Comment	Approve	Reject
Football Field (Serra High School)	no way jose	7/17/2011	Sunday	<input checked="" type="checkbox"/>	8:00 AM-12:00 PM	nope		X
Football Field (Serra High School)		7/18/2011	Monday	<input checked="" type="checkbox"/>	8:00 AM-12:00 PM			
Football Field (Serra High School)		7/19/2011	Tuesday	<input checked="" type="checkbox"/>	8:00 AM-12:00 PM		<a href="#">Approve</a>	<a href="#">Reject</a>
Football Field (Serra High School)		7/20/2011	Wednesday	<input checked="" type="checkbox"/>	8:00 AM-12:00 PM		<a href="#">Approve</a>	<a href="#">Reject</a>
Football Field (Serra High School)		7/21/2011	Thursday	<input checked="" type="checkbox"/>	8:00 AM-12:00 PM		<a href="#">Approve</a>	<a href="#">Reject</a>

[Approve Remaining](#)
[Reject Remaining](#)

# Dashboard



## Football field (Aliso Viejo High School)

Prices: General Prices

Class Name	Damage/Deposit	Rental Hour	Reserving Charge	Maximum Charge	Available
Class II - Open/any Based Not on Foot	255.00	25.00			<input checked="" type="checkbox"/>
Class III Non-Local	257.00	30.00			<input checked="" type="checkbox"/>
Class IV	250.00	35.00			<input checked="" type="checkbox"/>
Class V	.00	40.00			<input checked="" type="checkbox"/>
Free Use	251.00	20.00			<input checked="" type="checkbox"/>

Space hourly/min/max fees

Application Fee

Back to Aliso Viejo High School

Arrangements for Property: Aliso Viejo High School

☒ Custodial Services

Default Charges for each use or configured Setup called "arrangements"

Back to Arrangement Profile Back to Arrangements List

### Custodial Services

Default Hourly Services or Rental Items  
For a Specific Setup Arrangement

Name	Type	Rental Duration	Duration Equipment Use Used For	Quantity Equipment Used	Add Equipment Services as	Add Equipment Services as
Custodial Services	Any Duration	Entire Duration		1	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Add default Services or Rental Items to this Arrangement

Service or Rental Item  
 Charge Fee  
 Duration Equip/Service Used For  
 Quantity  
 Add this Equip/Service (usually 1)  
 Add this Equip/Service on Weekdays  
 Add this Equip/Service on Weekends  
 Add Item

Hourly rates for Custodial or Equipment Use

# Pricing

# Billing

[illegible]



# Coastland Unified School District

## Invoice

ABC Unified School District  
 1234 Main St.  
 San Diego, CA 92101

ABC Unified School District  
 1234 Main St.  
 San Diego, CA 92101

Invoice #	123456789
Invoice Date	05/01/2010
Invoice Period	04/01/2010 - 04/30/2010
Invoice Total	\$1,234.56

Facility	Time	Quantity	Base Price	Hourly Price	Unit Price	Amount
----------	------	----------	------------	--------------	------------	--------

<b>Saturday, May 1, 2010</b>						
Meeting Set Up	8 hours	1	\$2.00	\$2.00	\$16.00	\$18.00
<b>Monday, May 3, 2010</b>						
Room Rental	4:00 PM - 8:00 PM (4 hours)	1	\$20.00	\$20.00	\$80.00	\$80.00
Meeting Set Up	4 hours	1	\$2.00	\$2.00	\$10.00	\$10.00

## Invoice

ABC Unified School District  
 1234 Main St.  
 San Diego, CA 92101

ABC Unified School District  
 1234 Main St.  
 San Diego, CA 92101

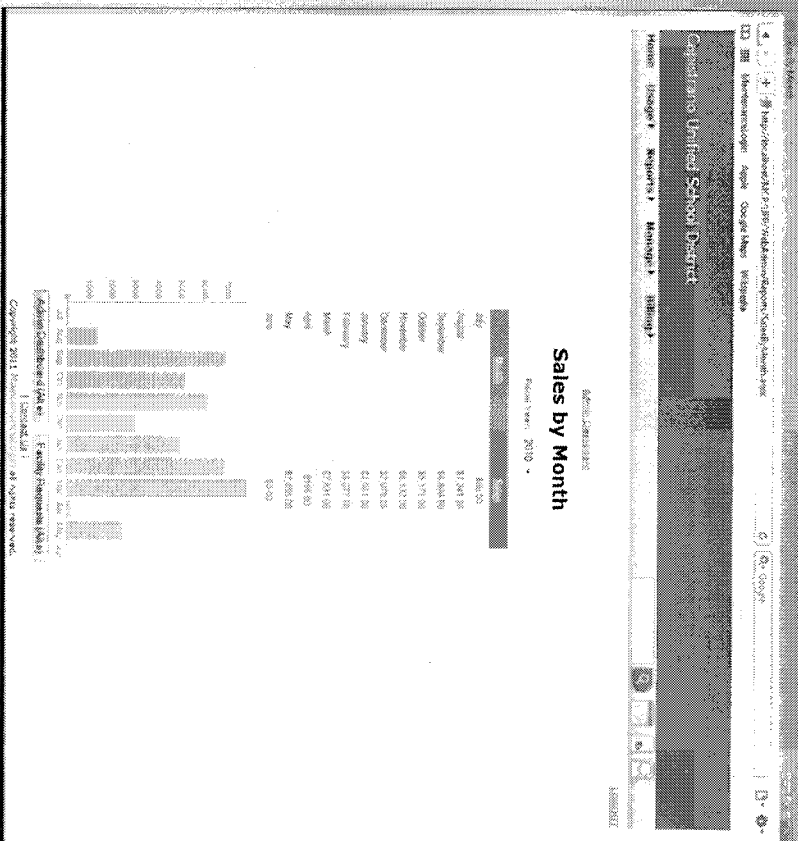
Invoice #	123456789
Invoice Date	05/01/2010
Invoice Period	04/01/2010 - 04/30/2010
Invoice Total	\$1,234.56

Facility	Time	Quantity	Base Price	Hourly Price	Unit Price	Amount
----------	------	----------	------------	--------------	------------	--------

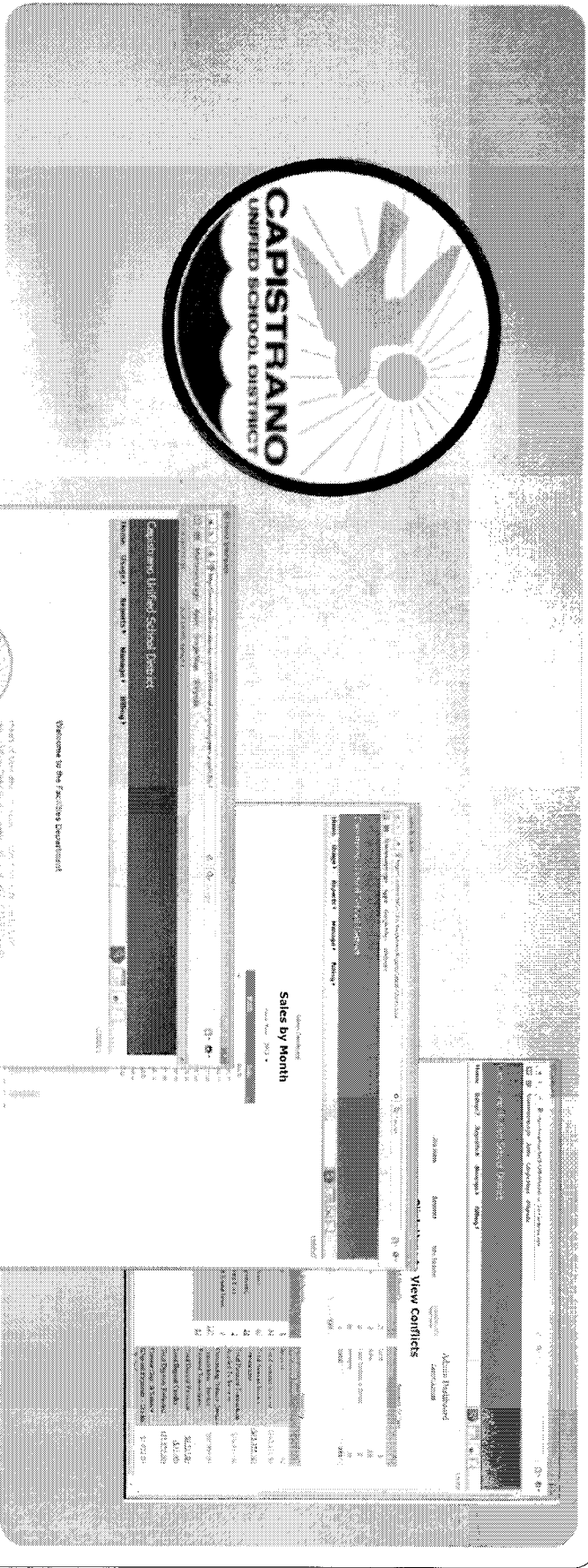
<b>Saturday, May 1, 2010</b>						
Meeting Set Up	8 hours	1	\$2.00	\$2.00	\$16.00	\$18.00
<b>Monday, May 3, 2010</b>						
Room Rental	4:00 PM - 8:00 PM (4 hours)	1	\$20.00	\$20.00	\$80.00	\$80.00
Meeting Set Up	4 hours	1	\$2.00	\$2.00	\$10.00	\$10.00
<b>Tuesday, May 4, 2010</b>						
Room Rental	4:00 PM - 8:00 PM (4 hours)	1	\$20.00	\$20.00	\$80.00	\$80.00
Meeting Set Up	4 hours	1	\$2.00	\$2.00	\$10.00	\$10.00
Custodial Services	4 hours	1	\$25.00	\$25.00	\$100.00	\$100.00

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**Improve productivity, increase accountability & communication, provide real time service, and . . .**







## 13 of 13



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

August 8, 2011

**AWARD OF BID NO. 1112-06, SERVICE TO COLLECT, RECYCLE,  
AND DISPOSE OF SOLID WASTE DISTRICTWIDE**

---

**BACKGROUND INFORMATION**

Per Public Resources Code §40059(a)(2), public schools may determine whether solid waste handling services should be provided by means of non-exclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding. Since 2006, Trustees have authorized staff to solicit competitive bids per Public Contract Code §20111 to ensure that the prices paid for disposal services are the lowest possible, while at the same time ensuring the public's health, safety, and wellbeing.

In July 2006, the District awarded the contract to CR&R for service to collect, recycle, and dispose of solid waste at all District sites. Each year the contract was brought back to the Board for renewal and review. In 2009, at the request of Trustee Bryson, an audit was done on the contract. The audit was conducted by Vavrinek, Trine, Day & Co., LLP and specifically addressed the award of the contract and subsequent invoicing and payments. The findings were addressed and corrected, resulting in a credit due the District of \$14,812.17 that was applied to the May 2009 invoice. At each renewal, a letter was sent to the vendor asking for reduced pricing. CR&R reduced their pricing approximately 15% over the five year contract term.

At the April 11, 2011, Board meeting Trustees authorized staff to advertise for bids for new collection services. At the June 13, 2011, Board meeting staff recommended rejection of all bids submitted for service to collect, recycle, and dispose of solid waste, and sought Board approval to re-bid services. Upon review and consideration of the bids, it was recommended the bid document be revised to more clearly delineate the service requirements for a fall, winter, spring, and summer schedule. In order to secure the lowest possible pricing for services, the District solicited bids for both metal and plastic bins. The District intends to award the bid to the lowest responsive, responsible bidder offering the lowest price for services utilizing either metal or plastic bins. The current vendor has been providing services at the same terms and conditions until a new contract is awarded.

**CURRENT CONSIDERATIONS**

This agenda item seeks the award of Bid No. 1112-06 for service to collect, recycle, and dispose of solid waste throughout the District to CR&R. The initial base contract is August 9, 2011, through June 30, 2012. The contract may be extended by mutual agreement and upon Board approval, for a renewal term not to exceed four additional one-year periods. This contract provides competitive, set pricing for the collection, recycling, and disposal of solid waste at all District sites. Annual expenditures utilizing this contract are estimated to be \$150,000 to \$160,000. This new contract provides a more efficient method of collection and recycling by promoting a safer environment in line with AB 939 State of California requirements. This

contract will also reduce the impact to the general fund as the pricing has been reduced approximately \$13,000 per month from the current contract pricing. Per the new contract terms, all monies returned to the sites for recycling efforts will be audited by the District, and the District may conduct an audit of the contract at any time.

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

### **FINANCIAL IMPLICATIONS**

Fiscal Impact:           \$160,000  
Funding Source:       General Fund

### **STAFF RECOMMENDATION**

It is recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business and Support Services, who will present this item and answer any questions Trustees may have.

Following discussion, it is recommended the Board award Bid No. 1112-06 Service to Collect, Recycle, and dispose of Solid Waste Districtwide to CR&R.

Capistrano Unified School District

Service to Collect, Recycle, and Dispose of Solid Waste Districtwide  
Bid No. 1112-06

Bid Opening  
Tuesday, July 19, 2011, 2:00 p.m.

**BID SUMMARY**

	<b>CR&amp;R</b>		<b>Ware Disposal</b>	
Trash Pick-Up Schedule	<b>Metal Bins Monthly Cost</b>	Plastic Bins Monthly Cost	Metal Bins Monthly Cost	Plastic Bins Monthly Cost
Fall/Winter/Spring Months	<b>\$ 13,322.00</b>	\$ 15,343.50	\$ 24,064.05	\$ 52,804.35
Summer Months	<b>\$ 5,086.29</b>	\$ 5,673.75	\$ 3,743.25	\$ 8,021.25
87 Extra Pickups	<b>\$ 1,566.00</b>	\$ 1,566.00	\$ 5,655.00	\$ 6,525.00
<b>Total Cost</b>	<b>\$ 19,974.29</b>	\$ 22,583.25	\$ 33,462.30	\$ 67,350.60

\*The low bid was determined by the lowest Total Cost for services during a Fall/Winter/Spring Schedule month, and a Summer Schedule month, plus the total for extra/on-call pick-ups for a summer month providing either metal or plastic commercial bins.

\*\*Low bid is noted in bold.

**SERVICE TO COLLECT, RECYCLE, AND DISPOSE  
OF SOLID WASTE DISTRICTWIDE**

Bid No. 1112-06

**SERVICE CONTRACT AGREEMENT**

THIS CONTRACT made and entered into this 9th day of August, 2011 by and between CR&R Incorporated, hereinafter called the "CONTRACTOR" and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the "DISTRICT."

WITNESSETH: The parties do hereby contract and agree as follows:

1. The term of this Contract shall be for the period beginning August 9, 2011, and ending June 30, 2012. Option to continue service for additional twelve (12) months at expiration of Agreement may be exercised by the District providing thirty (30) days written notice is given and accepted by Contractor. Contract is not to exceed a total period of five (5) years.
2. The Contractor shall furnish services to the District at the prices submitted on their Price Matrix.

**PRICE MATRIX**

3-cubic-yard "permanent" METAL REFUSE BINS

	1 per wk	2 per wk	3 per wk	4 per wk	5 per wk
<b>1 bin</b>	\$ 80.10	\$ 81.10	\$ 82.10	\$ 83.10	\$ 84.10
<b>2 bins</b>	\$ 160.20	\$ 162.20	\$ 164.20	\$ 166.20	\$ 168.20
<b>3 bins</b>	\$ 240.30	\$ 243.30	\$ 246.30	\$ 249.30	\$ 252.30
<b>4 bins</b>	\$ 320.40	\$ 324.40	\$ 328.40	\$ 332.40	\$ 336.40
<b>5 bins</b>	\$ 400.50	\$ 405.50	\$ 410.50	\$ 415.50	\$ 420.50
<b>6 bins</b>	\$ 480.60	\$ 486.60	\$ 492.60	\$ 498.60	\$ 504.60
<b>7 bins</b>	\$ 560.70	\$ 567.70	\$ 574.70	\$ 581.70	\$ 588.70
<b>8 bins</b>	\$ 640.80	\$ 648.80	\$ 656.80	\$ 664.80	\$ 672.80

Cost of extra pick-up/on call pick up: \$ 18.00

**PRICE MATRIX**

Temporary Bins	Cost	Disposal Cost
40-yard roll-off bin	\$ 89.00	\$ 44.00/ton
Low-boy construction bin	\$ 89.00	\$ 44.00/ton
10-foot storage container	\$ 2.99/day	\$ --
20-foot storage container	\$ 2.99/day	\$ --
21-foot storage container	\$ 2.99/day	\$ --
26-foot storage container	\$ 2.99/day	\$ --
40-foot storage container	\$ 2.99/day	\$ --

3. Summer Schedule (July and August): A reduced schedule of pickups MAY be determined by the District. Contractor will be notified 15 days in advance. Billings for July and August are to reflect the reduced schedule of service, if applicable.
4. Payment Schedule: Payments to be made on a monthly basis upon receipt of invoices for actual services rendered.
5. Inspection and acceptance of service shall be performed by a representative of the Maintenance Department of the District.
6. In witness whereof the parties hereunto have subscribed to the Agreement including all contract documents as indicated:

**CONTRACT DOCUMENTS:**

☐ Bid Form    ☐ Information Required of Bidder    ☐ Recycling Proposal  
☐ Spec/Schedule    ☐ Special Conditions    ☐ DVBE    ☐ Tobacco Use Policy  
☐ Bid Bond    ☐ Performance/Payment Bonds    ☐ Service Contract Agreement  
☐ Insurance(Workmen's Compensation, Contractor's Liability, Excess Liability)  
☐ Conflict of Interest

CR&R

CAPISTRANO UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Director, Purchasing





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

August 8, 2011

**TEMPORARY INTERFUND CASH TRANSFERS: ADOPTION OF RESOLUTION NO.  
1112-10 AUTHORIZATION OF TEMPORARY INTERFUND TRANSFERS**

---

**BACKGROUND INFORMATION**

Education Code Section 42603 authorizes the Governing Board to temporarily transfer money held in any fund to another fund for payment of obligations by the District. Amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred.

**CURRENT CONSIDERATION**

Due to the nature of the current budget situation, it is necessary to secure flexibility to balance certain cash flow issues as they arise during the fiscal year 2011-2012.

This agenda item requests Board approval to authorize interfund loans between funds. These loans (cash transfers) will be made to and between the General Fund (Fund 01), and various other District funds including, but not limited to:

- Adult Education Fund (Fund 11)
- Child Development Fund (Fund 12)
- Cafeteria Fund (Fund 13)
- Deferred Maintenance Fund (Fund 14)
- Capital Facilities Fund (Fund 25)
- School Facilities Fund (Fund 39)
- Special Reserve Fund (Fund 40)
- Workers' Compensation Fund (Fund 68)
- Health and Welfare Fund (Fund 69) and
- Property & Liability Fund (Fund 70)

**FINANCIAL IMPLICATIONS**

Adoption of Resolution No. 1112-10 will have no financial impact on the income or expenditures of any District funds.

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees adopt Resolution No. 1112-10 Authorization of Temporary Interfund Transfers.



REVISED  
8-3-11

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**RESOLUTION NO. 1112-10**

**RESOLUTION NO. 1112-10 AUTHORIZATION OF TEMPORARY INTERFUND  
TRANSFERS**

**WHEREAS** Education Code Section 42603 authorizes the Governing Board to Temporarily transfer money held in any fund to another fund for payment of obligations of the District, and

**WHEREAS** such a transfer can be accounted for as temporary borrowing between funds and shall not be available for appropriation or be considered income to the borrowing fund, and

**WHEREAS** no more than 75 percent of the maximum of moneys held in any fund or account during a current fiscal year may be transferred pursuant to the provisions of this section during that fiscal year;

**NOW THEREFORE**, be it resolved that the Governing Board authorizes the administration to make temporary interfund transfers.

**BE IT FURTHER RESOLVED** that the amounts transferred shall be repaid or transferred back to the original fund before the end of the fiscal year ending June 30, 2012, or in the following fiscal year if the transfer took place within the last 120 days of the fiscal year.

AYES: ( )

NOES ( )

ABSENT ( )

ABSTAIN ( )

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

IN WITNESS THEREOF, I have hereunto set my hand and seal this 8<sup>th</sup> day of August, 2011.

\_\_\_\_\_  
John M. Alpay, Clerk

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



<b>PROGRESS UPDATE, DIVISION OF STATE ARCHITECT, CONSTRUCTION PROJECT LISTING– AUGUST 8, 2011 (IN BOLD LETTERING)</b>		
04-104845	Del Obispo ES Modernization	Working with architects to quantify scope of work.
04-104935	Niguel Hills MS Modernization	Working with architects to quantify scope of work.
04-104993	Viejo ES Modernization	Working with architects to quantify scope of work.
04-105269	Laguna Niguel ES Restroom Building	Closed without Certification on 1/16/08. PJHM is sending letter to DSA to closeout application number.
04-108442	Newhart MS 2-Story Modular Buildings, Phase 2	All paperwork has been turned into DSA. Once application No. 04-104520 is closed out, DSA will close Application No. 04-108442.
04-104860	Crown Valley ES Modernization	Working with architects to quantify scope of work.
04-108164	Aliso Niguel HS Parking Lot Improvement	To date, work has not begun on this Application No. No inspections have taken place. Inspector will review and work with Construction Manager.
04-100736	Crown Valley ES Ball Field - City of Laguna Niguel M&O Construction Manager is working with City of Laguna Niguel to locate inspection reports.	This project was completed by the City of Laguna Niguel to add lights to the baseball fields.
04-102787	Capistrano Valley HS Cell Tower – Mericon	The cell tower has changed carriers many times over the years. The original contractor needs to be located for paperwork required. Construction Manager will be working on this.
04-105499	Carl Hankey ES: New covered walkway, alterations to Classrooms, MPR, Administration Building	Application Numbers 04-108531 and 04-108613 need to be closed out before this Application No. can be closed out. All paperwork has been submitted to DSA.
04-108531	Carl Hankey K-8 Conversion	This Application No. is part of the modernization that took place a few years ago. The full scope was not completed and is being reviewed by the Architect to see what DSA is going to require to close out this project.
04-108613	Carl Hankey K-8 Relocatables	All paperwork has been submitted to DSA. DSA will not close out this Application No. until Application No. 04-105499 is closed out.

04-104115	San Juan Hills HS Original Construction	Closed with certification
04-105495	Barcelona ES Modernization	Working with architects to quantify scope of work.
04-109336	Ladera Ranch Relocatables	Sent closeout paperwork package to DSA 12/6/08.
04-107867	San Juan Hills HS– 2-Story Modular Buildings	NOC's on MSI and HCH from the District were sent to PJHM. Change orders to DSA for approval – gathering closeout documents  Update 2/14/11 – All docs in cannot be certified and closed until #A104115 is closed and certified
04-108716	San Juan Hills HS Phase 2 – Bleachers, Concession Building, Restroom Building	Change orders at DSA pending approval. Closeout documents cannot be submitted until all CO's are approved.
No DSA Application Number	Ambuehl ES Configuration of Relocatables	Working with architects to develop scope of work to submit to DSA
04-108867	San Juan ES – Construction of (1) 24 X 40 YMCA Bldg. Relocatable and Ramp	<b>Closed with certification</b>



Division of the  
**State Architect**

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

T 858.674.5400

10920 Via Frontera, Suite 300  
San Diego, CA 92127  
[www.dsa.dgs.ca.gov](http://www.dsa.dgs.ca.gov)

**Certification & Close of File**

June 24, 2011

DR. Joseph Farley  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
33122 VALLE ROAD  
SAN JUAN CAPISTRANO, CA92675

**Project:** SAN JUAN ELEMENTARY SCHOOL  
**Application #:** 04-108867  
**File Id #:** 30-9  
**Scope:** CONSTRUCTION OF: (1) 24 X 40 YMCA BLDG RELOCATABLE AND RAMP (PC 04-104778)

Dear DR. Joseph Farley:

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

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

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

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

Sincerely,

Acting State Architect  
Howard "Chip" Smith, Jr.  
Division of the State Architect  
HS: pc

cc: Architect - Leo Johnson  
Director of Facilities  
Reading  
File





## **CONFLICT OF INTEREST CODE FOR THE CAPISTRANO UNIFIED SCHOOL DISTRICT**

The Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regulations §18730) which contains the terms of a standard Conflict of Interest Code, which may be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the Conflict of Interest Code of the Capistrano Unified School District.

Designated employees shall file statements of economic interests with the Capistrano Unified School District Political Reform Act Filing Officer, Manager, Board Office Operations, who will make the statements available for public inspection and reproduction (Government Code §82008). Upon receipt of the statements of the Board Members; Superintendent; Assistant Superintendent, Personnel; Assistant Superintendent, Education; **Assistant Superintendent, SELPA, Special Education**; Chief Communications Officer; and Attorneys, the Filing Officer shall make and retain a copy and forward the original of these statements to the Clerk of the Orange County Board of Supervisors. Statements for all other designated employees will be retained by the Filing Officer.

# Conflict of Interest Code

## EXHIBIT A (Final Draft)

**Entity:** School Districts

**Agency:** Capistrano Unified School District

Position	Disclosure Category	Files With	Status
Assistant Superintendent, Education	OC-01	COB	Unchanged
Assistant Superintendent, Personnel	OC-01	COB	Unchanged
Assistant Superintendent, SELPA, Special Education	OC-01	COB	Added
Attorney	OC-01	COB	Unchanged
Board Member	OC-01	COB	Unchanged
Chief Communications Officer	OC-01	COB	Unchanged
Deputy Superintendent, Business and Support Services	OC-01	COB	Unchanged
Superintendent	OC-01	COB	Unchanged

**Total: 8**

## Disclosure Descriptions EXHIBIT B (Final Draft)

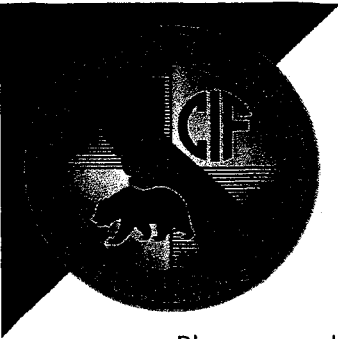
**Entity:** School Districts

**Agency:** Capistrano Unified School District

Disclosure Category	Disclosure Description	Status
OC-01	All interests in real property in Orange County, the authority or the District as applicable, as well as investments, business positions and sources of income (including gifts, loans and travel payments).	Unchanged

**Total: 1**





MARIE M. ISHIDA, EXECUTIVE DIRECTOR

# CALIFORNIA INTERSCHOLASTIC FEDERATION

CIF STATE OFFICE • 4656 DUCKHORN DRIVE • SACRAMENTO, CA 95834 • (916) 239-4477 • FAX (916) 239-4478 • CIFSTATE.ORG

## 2011-2012 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than July 1, 2011.**

Capistrano Unified \_\_\_\_\_ School District/Governing Board at its 8/8/11 meeting,  
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2011-2012 school year as the school's league representative:

### PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Aliso Niguel High School  
NAME OF REPRESENTATIVE Chris Carter POSITION Principal  
ADDRESS 28000 Terrace View Drive CITY Aliso Viejo ZIP 92656  
PHONE (949) 830-5590 FAX (949) 448-9854 E-MAIL csalter@capousd.org

\*\*\*\*\*

NAME OF SCHOOL Capistrano Valley High School  
NAME OF REPRESENTATIVE Kevin Astor POSITION Principal  
ADDRESS 26301 Via Escolar CITY Mission Viejo ZIP 92692  
PHONE (949) 364-6100 FAX (949) 347-1298 E-MAIL \_\_\_\_\_

\*\*\*\*\*

NAME OF SCHOOL Dana Hills High School  
NAME OF REPRESENTATIVE Jason Allemann POSITION Principal  
ADDRESS 33333 Golden Lantern CITY Dana Point ZIP 92629  
PHONE (949) 496-6666 FAX (949) 489-8317 E-MAIL \_\_\_\_\_

\*\*\*\*\*

NAME OF SCHOOL San Clemente High School  
NAME OF REPRESENTATIVE George Duarte POSITION Principal  
ADDRESS 700 Avenida Pico CITY San Clemente ZIP 92673  
PHONE (949) 492-4165 FAX (949) 361-5175 E-MAIL gduarte@capousd.org

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Dr. Joseph Farley Signature \_\_\_\_\_

Address 33122 Valle Road City San Juan Capistrano Zip 92675

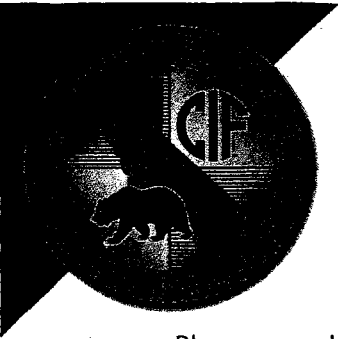
Phone (949) 234-9200 Fax (949) 496-7681

**PLEASE MAIL OR FAX THIS  
REVERSE SIDE FOR CIF SEI**

EXHIBIT 8

**THE CIF SECTION OFFICE. SEE  
PAGES.**

75



MARIE M. ISHIDA, EXECUTIVE DIRECTOR

# CALIFORNIA INTERSCHOLASTIC FEDERATION

CIF STATE OFFICE • 4658 DUCKWORN DRIVE • SACRAMENTO, CA 95834 • (916) 239-4477 • FAX (916) 239-4478 • CIFSTATE.ORG

## 2011-2012 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than July 1, 2011.**

Capistrano Unified School District/Governing Board at its 8/8/11 meeting,  
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2011-2012 school year as the school's league representative:

### PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL San Juan Hills High School  
NAME OF REPRESENTATIVE Tom Ressler POSITION Principal  
ADDRESS 29211 Vista Montana CITY San Juan Capo ZIP 92675  
PHONE (949) 234-5900 FAX (949) 488-9727 E-MAIL tressler@capousd.org  
\*\*\*\*\*

NAME OF SCHOOL Tesoro High School  
NAME OF REPRESENTATIVE Dr. Dan Burch POSITION Principal  
ADDRESS 1 Tesoro Creek Road CITY Las Flores ZIP 92688  
PHONE (949) 234-5310 FAX (949) 766-3370 E-MAIL dburch@capousd.org  
\*\*\*\*\*

NAME OF SCHOOL \_\_\_\_\_  
NAME OF REPRESENTATIVE \_\_\_\_\_ POSITION \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_  
\*\*\*\*\*

NAME OF SCHOOL \_\_\_\_\_  
NAME OF REPRESENTATIVE \_\_\_\_\_ POSITION \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Dr. Joseph Farley Signature \_\_\_\_\_

Address 33122 Valle Road City San Juan Capo Zip 92675

Phone (949) 234-9200 Fax (949) 496-7681

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE. SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2011-12 =====\*  
Board of Trustees Meeting.....08/08/11

Warrant Number	Name of Payee	Reference Number	Amount
164720	UNION BANK OF CALIFORNIA	CL-010374	9,135.90
		CL-010375	20,000.00
		CL-010376	460.28
164721	CORVEL CORPORATION	CL-010372	34,940.79
		CL-010373	87,593.25
164722	KEENAN & ASSOCIATES	PO-310021	156,578.00
		PO-310022	18,107.00
164723	METROPOLITAN EMPLOYEES	PO-310007	3,680,893.10
		PO-310012	21,732.00
164724	RELIANCE STANDARD LIFE INS CO	PO-310008	13,826.43
164725	UNUM LIFE INSURANCE	PO-310009	9,569.16
164726	APPLE COMPUTER INC	CL-010067	2,729.00
		CL-010068	1,322.81
		CL-010069	8,590.75
		CL-010070	2,831.40
		CL-010071	43.39
		CL-010072	2,099.48
		CL-010073	657.41
		CL-010074	548.66
		CL-010075	183.74
		CL-010076	85.91
164727	ATKINSON ANDELSON LOYA	CL-010077	7,952.50
164728	BASIC EDUCATIONAL SERVICES	CL-010079	1,890.00
164729	CASBO	CL-010085	4,243.78
164730	CRARY, BRENDA	CL-010089	352.00
		CL-010090	308.00
		CL-010091	916.00
		CL-010092	902.60
		CL-010093	352.00
		CL-010094	308.00
		CL-010097	540.00
164731	DANNIS WOLIVER KELLEY	CL-010099	1,584.66
		CL-010100	16,819.91
164732	DELL MARKETING L P	CL-010104	619.20
		CL-010107	1,274.82
		CL-010116	2,326.18
		CL-010117	4,266.09
		CL-010120	611.25
		CL-010127	4,685.91
		CL-010129	3,514.43
		CL-010130	1,171.48
		CL-010131	41.28
164733	CRARY, BRENDA	CL-010095	140.00
		CL-010096	21.40
164734	JOHN V. SPEAK	CL-010226	349.82

EXHIBIT 9

ATTACHMENT 1

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2011-12 =====\*  
Board of Trustees Meeting.....08/08/11

Warrant Number	Name of Payee	Reference Number	Amount
164735	MCGRAW-HILL COMPANIES	CL-010167	14,386.25
164736	MHS	CL-010168	659.07
		CL-010169	439.39
164737	MISSION VIEJO GLASS	CL-010170	215.71
		CL-010171	150.00
		CL-010172	2,000.00
164738	MNJ TECHNOLOGIES DIRECT INC	CL-010173	359.00
164739	NEUPAC RESOURCES INC	CL-010174	875.68
164740	ORANGE COUNTY REGISTER	CL-010175	136.00
164741	PATTERSON MEDICAL/ SAMMONS	CL-010176	54.21
164742	PEARSON EDUCATION	CL-010178	10,197.73
		CL-010179	10,197.73
164743	PITNEY BOWES/PRESORT SERVICES	CL-010180	179.91
164744	RINCON TRUCK PARTS	CL-010181	649.76
164745	SADDLEBACK EDUCATIONAL PUBLISH	CL-010182	148.45
164746	SANTILLANA PUBL CO	CL-010183	1,275.00
		CL-010184	2,000.00
		CL-010185	1,750.00
		CL-010186	675.00
164747	SARGENT-WELCH/VWR SCIENT	CL-010187	1,220.17
		CL-010188	1,486.13
164748	SC RENTALS	CL-010189	4,087.61
164749	SCANTRON CORP	CL-010192	44.20
164750	SCANTRON SERVICE GROUP	CL-010190	22.10
		CL-010191	110.84
164751	SCHOLASTIC INC	CL-010196	329.19
		CL-010197	132.96
		CL-010198	239.11
164752	SCHOLASTIC INC	CL-010193	219.46
		CL-010194	524.00
164753	SCHOLASTIC INC	CL-010199	275.64
164754	SCHOLASTIC LIBRARY PUBLISHING	CL-010195	429.11
164755	SCHOOL HEALTH SUPPLY CO	CL-010201	38.52
		CL-010202	51.88
		CL-010203	51.88
164756	SCHOOL SAVERS	CL-010204	530.83
164757	SCHOOL SPECIALTY	CL-010208	44.50
		CL-010209	28.63
		CL-010210	51.98
		CL-010211	519.63
164758	SCHOOL SPECIALTY INC	CL-010207	57.56
164759	SCHOLASTIC LITERACY PARTNERSHP	CL-010200	1,998.75
164760	SCHOOL SPECIALTY INC	CL-010206	87.74
164761	ACOUSTICAL MATERIAL SERVICES	CL-010278	2,445.47
164762	ADVANTAGE RADIATOR	CL-010279	235.31



Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2011-12 =====\*  
Board of Trustees Meeting.....08/08/11

Warrant Number	Name of Payee	Reference Number	Amount
164763	ALPHA SOUND AND LIGHTING	CL-010280	447.25
164764	ARAMARK	CL-010282	264.02
		CL-010283	264.01
164765	B & H PHOTOGRAPHY	CL-010284	562.17
164766	BATTERIES PLUS	CL-010285	11.27
164767	BEE MAN	CL-010286	140.00
		CL-010287	694.00
164768	BETTER BUSINESS RECORDS	CL-010288	32.61
164769	BORDERS GROUP INC.	CL-010289	487.32
		CL-010290	463.54
164770	BOYCE INDUSTRIES	CL-010291	1,157.69
164771	CAL-STATE AUTO PARTS INC	CL-010292	301.20
164772	CAMCOR INC	CL-010293	558.85
164773	CDW GOVERNMENT	CL-010294	416.33
		CL-010295	884.73
		CM-120007	130.95-
164774	CHEVROLET OF IRVINE	CL-010296	130.59
164775	CINTAS CORP	CL-010298	2,318.17
		CL-010299	135.48
164776	CINTAS FIRST AID & SAFETY	CL-010297	214.47
164777	COAST RECREATION	CL-010300	123.88
164778	CORWIN PRESS INC	CL-010301	77.35
164779	COSTCO S.J.C.	CL-010302	1,739.99
164780	CURRICULUM ASSOCIATES, LLC	CL-010303	1,457.70
164781	DENAULT'S HARDWARE	CL-010304	83.52
164782	DEPT IND RELATION (ACCOUNTING)	CL-010305	225.00
164783	DIGITAL NETWORKS GROUP	CL-010306	1,037.27
164784	DON JOHNSTON INC.	CL-010307	124.53
164785	DUNN-EDWARDS CORP	CL-010308	377.03
164786	ECS IMAGING INC	CL-010309	4,438.90
164787	EDUCATIONAL TESTING SERVICE	CL-010311	15,396.66
164788	EPS/SCHOOL SPECIALTY	CL-010310	80.36
164789	FACTORY MOTOR PARTS	CL-010312	1,421.15
164790	FOLLETT LIBRARY RESOURCES	CL-010313	9,906.52
		CM-120001	14.78-
		CM-120002	11.92-
		CM-120003	14.89-
164791	W W GRAINGER INC	CL-010342	12,025.15
		CL-010343	16,280.55
164792	AMERICAN COUNCIL ON EDUCATION	CL-010281	560.00
164793	HM RECEIVABLES CO LLC	CL-010231	120.59
		CL-010232	326.53
164794	SCHOOL SPACE SOLUTIONS	CL-010205	1,370.25
164795	SCIENCE KIT & BOREAL LAB	CL-010212	163.13
164796	SEAN JAMES ENTERPRISES	CL-010213	330.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2011-12 =====\*  
Board of Trustees Meeting.....08/08/11

Warrant Number	Name of Payee	Reference Number	Amount
164797	SEHI COMPUTER	CL-010214	16.30
164798	SENSORY EDGE	CL-010215	98.78
164799	SHAMROCK SUPPLY CO INC	CL-010216	123.98
164800	SIERRA SOIL	CL-010217	2,243.30
164801	SIMPLEX GRINNELL LP	CL-010218	1,679.00
164802	SNAP-ON TOOLS INDUSTRIAL	CL-010219	3,898.33
		CL-010220	952.75
		CL-010221	159.75
164803	SOCIAL STUDIES SCH SERV	CL-010222	157.15
164804	SOFT TOUCH	CL-010223	149.00
164805	SOUTHPAW ENTERPRISES INC	CL-010224	176.64
164806	SOUTHWEST SCHOOL SUPPLY	CL-010225	1,089.68
164807	STARFALL EDUCATION	CL-010228	270.00
		CL-010229	270.00
164808	SUBSCRIPTION SERVICES OF	CL-010233	685.58
164809	SUMMIT LEARNING	CL-010234	28.18
164810	SUNFLOWER WRESTLING	CL-010235	390.16
164811	SUPER DUPER INC.	CL-010236	145.70
		CL-010237	144.19
		CL-010238	342.60
		CL-010239	124.80
		CL-010240	149.95
		CL-010241	395.35
		CL-010242	61.85
		CL-010243	259.61
164812	THINKING MAPS INC	CL-010244	155.62
164813	TROXELL COMM INC	CL-010245	41.33
164814	ULINE	CL-010246	990.90
164815	US TOY/CONSTRUCTIVE PLAYTHINGS	CL-010247	142.94
164816	VERNIER SOFTWARE	CL-010248	2,355.53
		CL-010369	16.25
164817	WARDS NATURAL SCIENCE	CL-010249	133.21
		CL-010250	196.74
164818	WAXIE	CL-010252	514.36
164819	HM RECEIVABLES CO LLC	CL-010230	36.87

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2011-12 =====\*  
Board of Trustees Meeting.....08/08/11

Warrant Number	Name of Payee	Reference Number	Amount
164820	DELL MARKETING L P	CL-010108	926.62
		CL-010109	1,103.88
		CL-010110	29,651.71
		CL-010118	919.25
		CL-010119	2,140.60
		CL-010121	3,291.54
		CL-010122	10,424.09
		CL-010123	1,491.85
		CL-010124	8,645.14
		CL-010125	2,342.95
		CL-010126	3,514.43
		CL-010128	3,554.92
		CL-010131	4,685.91
		CL-010132	256.80
164821	DEPT OF GENERAL SERVICES	CL-010134	1,755.00
164822	HARBOTTLE LAW GROUP	CL-010143	19,731.30
164823	PROFESSIONAL TUTORS OF AMERICA	CL-010152	6,287.50
		CL-010153	575.00
164824	STEIN, CHRISTINE E	CL-010158	1,084.00
164825	UROK LEARNING INSTITUTE	CL-010163	4,601.25
164826	YMCA OF ORANGE COUNTY	CL-010165	14,997.14
164827	STEIN, CHRISTINE E	CL-010159	3,516.00
164828	STROUD, KEITH R	CL-010160	903.00
164829	HIRSCH PIPE & SUPPLY	CL-010324	1,039.73
164830	IMAGE 2000	CL-010325	175.71
		CL-010326	552.45
164831	INFOGRIP	CL-010327	947.19
164832	IPC USA	CL-010328	12,969.97
		CL-010329	12,969.97
164833	JASPER ENGINE & TRANSMISSION	CL-010330	3,472.83
		CL-010331	5,390.63
164834	JOHN DEERE LANDSCAPES	CL-010332	1,427.13
164835	JOSTENS	CL-010333	18.13
		CL-010334	200.00
164836	KELLY PAPER COMPANY	CL-010335	4,822.64
		CM-120004	18.44-
164837	KITS FOR KIDZ	CL-010336	936.00
164838	KLEEN SLATE CONCEPTS	CL-010337	905.63
164839	W W GRAINGER INC	CL-010343	27,719.35
164840	FREEWAY AUTO SUPPLY & MACHINE	CL-010314	80.85
		CL-010315	11.49
		CL-010316	76.14
		CM-120005	17.50-
		CM-120006	81.01-

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2011-12 =====\*  
Board of Trustees Meeting.....08/08/11

Warrant Number	Name of Payee	Reference Number	Amount
164841	FRITION MATERIALS CO.	CL-010317	349.39
		CL-010318	27.84
164842	GAMETIME	CL-010319	2,670.51
164843	GANAHL LUMBER	CL-010320	1,551.03
		CL-010321	1,704.80
164844	GLEN PRODUCTS	CL-010322	818.44
164845	GRAPHIC SYSTEMS	CL-010323	137.08
164846	KNORR SYSTEMS INC	CL-010338	195.28
164847	LAWNMOWERS ETC	CL-010339	1,786.53
164848	LESLIES SWIMMING POOL SUPPLY	CL-010340	52.17
164849	LOS ANGELES FREIGHTLINER	CL-010341	908.37
164850	W W GRAINGER INC	-	
		CL-010343	30,410.74
164851	W W GRAINGER INC	CL-010343	13,167.28
		CM-120008	340.53-
		CM-120009	4.02-
		CM-120010	23.51-
		CM-120011	40.41-
		CM-120012	123.07-
		CM-120013	182.89-
		CM-120014	830.36-
		CM-120015	457.73-
		CM-120016	1,144.32-
		CM-120017	762.88-
		CM-120018	1,734.76-
		CM-120019	1,144.32-
		CM-120020	58.00-
		CM-120021	15.61-
		CM-120022	31.23-
		CM-120023	80.82-
		CM-120024	102.01-
		CM-120025	96.39-
		CM-120026	140.55-
		CM-120027	66.89-
		CM-120028	9,582.42-
164852	BOWIE ARNESON WILES &	CL-010353	799.50
		CL-010354	16,113.50
164853	CITY OF SAN JUAN CAPISTRANO	CL-010355	11,728.48
164854	GEORGE COOPER RUDOLPH ATTORNEY	CL-010359	9,426.00
164855	MOULTON NIGUEL WATER	CL-010360	7,559.99
164856	ORANGE CTY DEPT EDUC	CL-010361	4,087.21
164857	SAN DIEGO GAS & ELECTRIC	CL-010363	154,889.78
164858	SANTA MARGARITA WATER	CL-010364	21,998.50
164859	SO CAL GAS CO	CL-010365	5,137.45
164860	SO COAST WATER DIST	CL-010366	7,755.03

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2011-12 =====\*  
Board of Trustees Meeting.....08/08/11

Warrant Number	Name of Payee	Reference Number	Amount
164861	SOLAG / CR&R	CL-010367	28,566.04
164862	SOUTHERN CALIFORNIA EDISON	CL-010368	4,265.62
164863	PJHM ARCHITECTS SOUTHWEST INC	CL-010362	1,882.51
164864	TRAVIS SOFTWARE	PO-310014	990.00
164865	AUTISM BEHAVIOR CONSULTANTS	CL-010078	7,098.50
164866	CARES	CL-010084	704.92
164867	CENTER FOR AUTISM &	CL-010086	2,638.39
		CL-010087	262.14
164868	CREATIVE PATHWAYS TO	CL-010276	6,547.20
		CL-010277	1,852.80
164869	CROMWELL, PATRICIA	CL-010098	45.00
		CL-010377	255.00
164870	DAVIS, AUTUMN	CL-010101	600.00
164871	DEVEREUX TEXAS TREATMENT	CL-010138	1,768.08
		CL-010139	287.15
		CL-010140	2,644.74
		CL-010141	25,370.00
164872	DEVEREUX TEXAS TREATMENT	CL-010135	1,749.84
		CL-010136	1,105.32
		CL-010137	10,912.00
164873	EDUCATIONAL BASED SERVICES	CL-010142	10,640.00
164874	GOODWILL INDUSTRIES	CL-010103	240.00
164875	HILL REHABILITATION SERVICES	CL-010144	3,400.00
		CL-010145	2,040.00
		CL-010146	1,360.00
164876	ORANGE COUNTY SSA	CL-010088	50,727.88
164877	ORANGE CTY DEPT EDUC	CL-010147	225,770.16
		CL-010148	101,934.00
164878	ORANGE CTY TESTING SERV	CL-010149	50.00
164879	PAUL ALAN DORES	CL-010150	1,080.00
		CL-010151	720.00
164880	PROGRESSUS THERAPY INC	CL-010154	420.00
164881	RED ROCK CANYON SCHOOL	CL-010155	4,400.00
164882	SANDOR, LASZLO/COURTENAY	CL-010156	614.67
164883	SCHWING, STEVE & KIM	CL-010157	1,546.75
164884	SUMMIT SPEECH PATHOLOGY SV INC	CL-010161	9,172.80
		CL-010162	3,931.20
164885	STEIN, CHRISTINE E	CL-010159	6,240.00
164886	SEGERSTROM CENTER FOR THE ARTS	CL-010378	500.00
164887	XEROX CORPORATION	CL-010379	104,690.23
		CL-010380	18,388.90
		CL-010381	25,571.66
164888	ALLEN, JAKE	CL-010494	67.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2011-12 =====\*  
Board of Trustees Meeting.....08/08/11

Warrant Number	Name of Payee	Reference Number	Amount
164889	BRENTLINGER, JODEE	CL-010065	178.71
		CL-010066	76.45
		CL-010253	119.34
164890	COBLISH, MATTHEW	CL-010344	4.00
164891	DORE, JUDY	CL-010257	162.27
164892	HOUDE, DONNA	CL-010345	77.00
164893	JERGENSEN, DOMINIQUE	CL-010347	45.00
164894	KAKAR, DAVID	CL-010346	70.00
164895	MITROKA, JUDY	CL-010268	11.00
164896	MULLEN, MICHAEL	CL-010348	61.00
164897	RANDOLPH-MACON COLLEGE &	CL-010265	500.00
164898	RUDESILL, RACHEL	CL-010349	67.00
164899	SEARSON, MICHELLE	CL-010271	15.00
164900	TUCKER, ASHLEY	CL-010350	77.00
164901	YANG, BYRAN	CL-010351	6.00
164902	DURAN, SARA	CL-010258	100.00
164903	DE NICOLA, BEVERLY	CL-010256	385.63
164904	ACOSTA, BRENDA	CL-010006	99.96
164905	BARRETT, JAN	CL-010007	117.30
164906	BLITCH, KRISTA	CL-010008	55.45
164907	BRADY-NELSON, KAREN	CL-010009	313.65
164908	BRANNON, DESIREE	CL-010014	124.95
164909	BROWN, CYNTHIA	CL-010010	23.46
164910	BRUNTON, MICHELLE	CL-010011	176.97
164911	BUTLER, SUSAN	CL-010012	67.32
		CL-010013	189.21
164912	CUNNINGHAM, CHADWICK	CL-010016	82.11
164913	CURLEY, JULIE	CL-010017	110.67
164914	DAGLEY, JEANA	CL-010018	90.27
164915	DOUGLAS, TERRI A.	CL-010019	136.68
164916	ELKINS, KAREN	CL-010023	113.22
164917	ELLIOT, EVANGELINE	CL-010026	30.42
164918	ELLIS, SHAWNA	CL-010022	267.75
164919	ENDER, PAMELA	CL-010024	47.12
		CL-010025	31.42
164920	ESTRADA, AXEL	CL-010027	30.60
164921	GELLER, DIANE	CL-010029	127.50
164922	GERLING, SUSAN	CL-010030	112.71
164923	GRAY, LISA	CL-010031	92.31
164924	HARMAN, NANCY	CL-010032	166.77
164925	HARVEY, LAUREN	CL-010033	78.03
164926	HERVEY, ROBIN	CL-010034	80.58
164927	HOWARD, ANDREA	CL-010035	395.25
164928	HUYNH, TINA	CL-010036	184.62
164929	JACKSON, JENNIFER	CL-010037	71.91

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2011-12 =====\*  
Board of Trustees Meeting.....08/08/11

Warrant Number	Name of Payee	Reference Number	Amount
164930	KROGMAN, DEBRAH	CL-010038	86.70
164931	MARCUS, BRUCE	CL-010040	90.27
164932	NASON, KIM	CL-010042	65.28
164933	NUNAN, KATIE	CL-010043	186.66
164934	PEREZ, RICHARD	CL-010044	137.19
164935	PETERSON, DEBRA	CL-010045	105.57
164936	PRIMICIAS, MELISSA	CL-010046	117.30
164937	PULIDO, DEBBIE	CL-010047	29.58
164938	RILEY, JOLENE	CL-010048	122.91
164939	ROGERS, MALISSA	CL-010049	9.18
164940	SANDERS, LORNA L	CL-010050	53.04
164941	STIRLING, ROBERT	CL-010051	95.37
164942	STOFFEL, DAVID E	CL-010052	59.06
		CL-010053	39.37
164943	SUNICO, MA REGINA	CL-010054	105.57
164944	TABARI, LISA SEYEDI	CL-010055	82.62
164945	TADMAN, NICOLE	CL-010056	21.93
164946	TUCKER, MARYANN	CL-010057	165.75
164947	WEINELL, CAROL	CL-010058	71.91
164948	WENTZEL, KORY	CL-010059	110.16
164949	WHITING, SUSAN	CL-010060	57.12
164950	WRIGHT, RACHEL	CL-010061	100.47
164951	YOTA, DENISE	CL-010062	103.53
164952	COPE, MARY	CL-010015	54.06
164953	EDEN, CRIS	CL-010020	15.30
		CL-010021	33.66
164954	GAST, LUCIBEL	CL-010028	16.83
164955	MCMURRAY, JOYCE	CL-010041	91.80
164956	LAWING, KORIN	CL-010039	24.48
164957	SAN DIEGO GAS & ELECTRIC	CL-010363	36,005.22
164958	SO CAL GAS CO	CL-010365	6,769.22
164959	SOUTHERN CALIFORNIA EDISON	CL-010368	52,609.02
164960	ADD WAREHOUSE	CL-010452	96.59
164961	ALISO NIGUEL AUTO CARE	CL-010453	672.31
164962	ARAMARK	CL-010454	231.83
		CL-010455	231.83
164963	AUTO SHOP EQUIP CO INC	CL-010456	4,120.78
		CL-010457	4,120.79
164964	BETTER BUSINESS RECORDS	CL-010458	51.96
164965	BIOMETRICS4ALL INC	CL-010459	6.75
164966	BUCKLE DOWN / OPTIONS PUBL	CL-010460	444.46
164967	CAL-STATE AUTO PARTS INC	CL-010461	722.26
		CL-010462	923.93
164968	CAMCOR INC	CL-010463	74.94

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Warrant Number	Name of Payee	Reference Number	Amount
164969	CAPISTRANO LAGUNA BEACH ROP	CL-010464	48.00
		CL-010465	125.00
164970	CDW GOVERNMENT	CL-010466	64.13
		CL-010467	184.87
164971	CHEVROLET OF IRVINE	CL-010468	290.23
		CL-010469	4,396.77
164972	DISCOUNT OFFICE SERVICES	CL-010470	161.55
		CL-010471	100.66
164973	DRIVELINES INCORPORATED	CL-010472	275.00
164974	DYNAVOX SYSTEMS LLC	CL-010473	513.89
164975	ECS IMAGING INC	CL-010474	236.38
		CL-010475	846.35
164976	FACTORY MOTOR PARTS	CL-010477	133.40
164977	FREEWAY AUTO SUPPLY & MACHINE	CL-010478	56.71
164978	GANAHL LUMBER	CL-010479	502.95
164979	SMARTERVILE EDUCATIONSL LLC	CL-010476	69.90
164980	W W GRAINGER INC	-	
		PV-120004	44,973.26
164981	W W GRAINGER INC	PV-120004	17,469.94
164982	GATEKEEPER SYSTEMS INC	CL-010480	420.00
164983	HIRSCH PIPE & SUPPLY	CL-010481	239.47
164984	INSIGHT SYSTEMS EXCHANGE	CL-010482	2,939.51
164985	INTERSTATE BATTERIES	CL-010483	285.12
164986	IPC USA	CL-010484	5,292.51
		CL-010485	5,292.51
164987	JASPER ENGINE & TRANSMISSION	CL-010486	2,381.32
		CL-010487	6,401.64
164988	JOSTENS	CL-010488	42.67
164989	LAKESHORE LEARNING MATERIALS	CL-010491	260.61
164990	LAKESHORE LEARNING MATLS	CL-010489	193.73
164991	LAWNMOWERS ETC	CL-010493	928.93
164992	LAKESHORE	CL-010492	520.86
164993	LAKESHORE LEARNING MATERIALS	CL-010490	624.06
164994	MUNICIPAL UNDERGROUND SERVICES	CL-010386	555.00
164995	NASCO WEST	CL-010387	328.73
164996	OFFICE DEPOT	CL-010388	209.99
		CL-010389	6,365.67
		CL-010390	658.86
		CL-010391	1,205.82
		CM-120030	532.44-
164997	PEARSON EDUCATION	CL-010392	633.13
164998	PREMIERE WATER SERVICES	CL-010393	1,025.00
164999	PRUDENTIAL OVERALL SUP	CL-010394	226.82



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165000	SMART & FINAL	CL-010396	241.50
		CL-010397	38.68
		CL-010398	168.12
		CL-010399	73.04
		CL-010400	100.00
		CL-010401	224.68
165001	SMART & FINAL	CL-010395	208.64
165002	SOUTHWEST SCHOOL SUPPLY	CL-010402	114.84
		CL-010403	71.99
		CL-010404	1,343.75
		CL-010405	232.63
		CL-010409	55.67
165003	STAPLES ADVANTAGE	CL-010410	364.98
		CL-010411	114.93
		CL-010412	850.61
		CL-010413	331.09
		CL-010414	41.84
		CL-010415	464.86
		CL-010416	371.67
		CL-010417	40.22
		CL-010418	253.07
165004	TIME CLOCK SALES SERVICE	CL-010420	236.00
165005	ULINE	CL-010246	238.88
		CL-010421	250.50
165006	UNISOURCE CORP	CL-010424	1,546.24
		CL-010425	356.45
165007	WATERLINES TECHNOLOGIES INC	PO-310344	655.49
165008	WESTERN EXTERMINATORS	CL-010426	2,525.00
165009	WESTERN GRAPHIX	CL-010427	310.94
165010	STAPLES ADVANTAGE	CL-010419	949.28
165011	CMRS-TMS	PO-310365	40,000.00
165012	APPLE COMPUTER INC	CL-010522	11,675.18
		CL-010523	2,439.79
		CL-010524	2,439.79
		CL-010525	3,195.60
		CL-010526	5,113.27
		CL-010529	1,918.11
		CL-010530	1,723.45

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Warrant Number	Name of Payee	Reference Number	Amount
165013	DELL MARKETING L P	CL-010106	269.35
		CL-010111	9,266.15
		CL-010112	926.62
		CL-010113	1,851.87
		CL-010114	5,555.60
		CL-010115	7,335.09
		CL-010133	1,171.48
		CL-010542	2,883.27
		CL-010543	1,853.23
		CL-010544	926.62
165014	ACSA/FOUNDATION FOR EDUC	PO-310002	1,572.00
165015	BEYER, PATRICIA	CL-010080	756.00
		CL-010081	756.00
		CL-010082	756.00
		CL-010083	532.00
165016	CAMPCO	CL-010535	6,687.50
		CL-010536	960.50
		CL-010537	2,412.50
165017	CRARY, BRENDA	CL-010538	36.00
		CL-010539	144.00
165018	DELL MARKETING L P	CL-010545	926.62
		CL-010546	1,851.87
		CL-010547	926.47
		CL-010548	626.90
		CL-010549	1,388.89
		CL-010550	1,388.89
		CL-010551	1,274.94
		CL-010552	1,914.11
		CL-010553	2,779.86
		CL-010554	6,727.79
		CL-010555	926.63
		CL-010556	926.63
165019	GARCIA, IRMA	CL-010558	367.20
		CL-010559	877.20
		CL-010560	408.00
		CL-010562	2,520.00
165020	SCHOOL SERVICES OF CALIF	CL-010576	125.00
		CL-010577	125.00
		CL-010578	250.00
		CL-010579	250.00
165021	T DAVIS & ASSOCIATES INC	CL-010585	2,916.66
165022	V PATRICIA BEYER	CL-010164	700.00
165023	YMCA OF ORANGE COUNTY	CL-010588	10,854.61
165024	GARCIA, IRMA	CL-010561	387.60
165025	AMERICAN LOGISTICS COMPANY LLC	CL-010592	7,172.50

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Warrant Number	Name of Payee	Reference Number	Amount
165026	JFK TRANSPORTATION CO INC	CL-010504	262.50
		CL-010507	337.50
165027	ORANGE UNIFIED SCHOOL DISTRICT	CL-010590	495.00
		CL-010591	412.50
165028	TRANSPORTATION CHARTER SERVICE	CL-010514	575.00
		CL-010515	435.00
		CL-010516	1,350.00
		CL-010517	1,260.00
		CL-010518	12,100.00
		CL-010589	1,680.00
165029	Capistrano Connections Academy	CL-010383	430.00
		CL-010384	29,960.00
165030	STATE BD EQUALIZATION	CL-010382	5,100.00
165031	ARTINGER, TRACEY	CL-010433	212.56
165032	BLAND, LISA	CL-010434	240.51
165033	BOWDEN, JOANNA	CL-010502	184.00
165034	BROWN, SUSAN	CL-010447	169.00
165035	BYERS, VICKI	CL-010442	45.00
165036	DANENHAUER, JENNIFER	CL-010503	219.60
165037	EATON, ANDREA	CL-010448	211.05
165038	EFFENBERGER, PATRICIA	CL-010506	34.68
165039	MILLER, RON	CL-010437	1,993.40
165040	PORTILLO, CHRISTINA	CL-010446	100.00

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Warrant Number	Name of Payee	Reference Number	Amount
165041	US BANK CORP PAYMENT SYSTEM	-	
		CL-010593	39.00
		CL-010594	56.49
		CL-010596	280.33
		CL-010597	135.14
		CL-010598	315.30
		CL-010599	174.18
		CL-010600	76.01
		CL-010601	27.05
		CL-010602	34.78
		CL-010603	489.67
		CL-010604	414.79
		CL-010605	37.95
		CL-010606	187.00
		CL-010607	341.97
		CL-010608	479.94
		CL-010609	5,765.85
		CL-010610	1,763.82
		CL-010611	503.21
		CL-010614	924.95
		CL-010617	171.87
		CL-010619	16.50
		CL-010620	17.32
		CL-010625	259.05
		CL-010626	249.04
		CL-010627	22.83
		CL-010628	25.40
		CL-010629	58.53
		CL-010631	126.85
		CL-010632	22.96
165042	US BANK CORP PAYMENT SYSTEM	CL-010633	50.00
		CL-010634	1,176.85
		CL-010635	225.04
		CL-010636	190.49
		CM-120031	39.00-
165043	US BANK CORP PAYMENT SYSTEM	CL-010630	792.37
165044	US BANK CORP PAYMENT SYSTEM	CL-010612	38.77
		CL-010613	237.95
		CL-010615	190.22
		CL-010616	58.84
		CL-010618	69.04
		CL-010621	153.56
		CL-010623	25.68
		CL-010624	166.46
165045	ATKINSON ANDELSON LOYA	CL-010532	5,909.57

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Warrant Number	Name of Payee	Reference Number	Amount
165046	DANNIS WOLIVER KELLEY	CL-010540	245.00
		CL-010541	18,292.97
		CL-011019	147.02
165047	HARBOTTLE LAW GROUP	CL-010563	8,654.69
165048	KRANTZ, TRICIA ELIZABETH	CL-011011	403.20
		CL-011012	297.60
		CL-011013	192.00
165049	MATH SOLUTIONS	CL-010987	2,999.00
165050	ORANGE COUNTY DEPT OF EDUCATIO	CL-010572	20.00
165051	PEREDES, JUAN	CL-010969	173.40
165052	PYSZ, DANEEN	CL-010575	661.50
165053	SEMAAN, SAMAR	CL-010970	652.80
165054	STEIN, CHRISTINE E	CL-010580	146.25
		CL-010581	146.25
		CL-010582	292.50
165055	STUTZ ARTIANO SHINOFF & HOLTZ	CL-010583	108.00
		CL-010584	43,538.09
165056	YMCA OF ORANGE COUNTY	CL-011008	2,484.00
165057	ALISO AQUATICS	CL-010508	2,780.00
165058	ALL-STAR FOOTBALL	CL-010431	1,944.00
165059	CAMPCO	CL-010429	2,529.45
165060	DISCOVERING SCIENCE COMPANY	CL-010432	980.00
165061	H2O SPOT	CL-010512	3,598.00
165062	H2O SPOT	CL-010428	1,088.50
165063	SC ADVANTAGE	CL-010511	4,108.80
165064	SC BASEBALL	CL-010509	1,236.00
		CL-010510	5,719.20
165065	YOUNG, JOAN W.	CL-010445	686.70
165066	KRANTZ, TRICIA ELIZABETH	CL-011014	67.20
165067	AT&T	CL-010876	21.09
165068	AT&T-CALNET2	CL-010877	57.51
165069	MACKIN LIBRARY MEDIA	CL-010878	1,137.55
165070	MAILFINANCE	CL-010879	907.73
165071	MARSHALL MUSIC	CL-010880	2,000.66
165072	MCCORMICK ENTERPRISES	CL-010881	1,383.00
165073	MCGRAW-HILL COMPANIES	CL-010882	6,706.79
		CL-010883	11,659.23
		CL-010884	3,483.95
		CL-010885	6,020.56
165074	MCMAHAN DESK INC	CL-010886	385.41
		CL-010888	465.45
165075	MILLER MECHANICAL	CL-010891	1,786.52
		CL-010892	761.84
165076	MISSION VIEJO GLASS	CL-010893	1,305.00
		CL-010894	1,325.00

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Warrant Number	Name of Payee	Reference Number	Amount
165077	MOBILE COMM REPAIR INC	PO-310583	53,025.00
165078	MONTGOMERY HARDWARE COMPANY	CL-010895	7,575.00
165079	MOORE'S SEWING MACHINE	CL-010896	533.17
		CL-010897	361.92
165080	MUNICIPAL UNDERGROUND SERVICES	CL-010898	56.25
		CL-010899	267.50
165081	NASCO WEST	CL-010900	1,484.44
		CL-010901	132.46
		CL-010902	1,252.46
		CL-010903	172.76
		CL-010904	241.78
		CL-010905	496.72
		CL-010906	1,916.25
		CL-010907	111.81
165082	NILES BIOLOGICAL	CL-010908	490.31
		CL-010909	550.00
165083	NSPRA	CL-010910	47.00
165084	OCDE/MEDIA SERVICES	CL-010911	157.50
165085	ONE STOP BINDERY	CL-010916	1,070.00
		PO-310123	9,375.00
165086	ORANGE CO SCH BRDS ASSN	PO-310388	125.00
165087	ORIENTAL TRADING CO	CL-010918	48.92
165088	P & R PAPER SUPPLY COMPANY	CL-010919	4,521.83
165089	PRAXAIR	CL-010920	342.70
		CL-010921	17.96
		CL-010922	19.24
165090	TUTTLE-CLICK FORD	CL-010949	664.24
		CM-120034	425.23-
165091	UNITED RENTALS	CL-010950	1,151.72
165092	VALIANT IMC	CL-010951	193.20
		CL-010952	473.80
		CL-010953	472.00
		CL-010954	947.60
		CL-010955	236.90
165093	WALTERS WHOLESALE ELECTRIC CO.	CL-010958	184.98
165094	WARDS NATURAL SCIENCE	CL-010251	69.60
		CL-010959	25.00
165095	WESTERN GRAPHIX	CL-010963	501.25
165096	WESTERN ILLUMIN PLASTIC	CL-010964	162.36
		CL-010965	333.48
165097	WESTERN PACIFIC PUMP SALES	CL-010966	678.54
165098	MCMAHAN DESK INC	CL-010889	596.21
		CL-010890	298.11
165099	BEE MAN	CL-010773	685.00

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165100	CAESAR'S APPLIANCE	CL-010775	65.14
		CL-010776	111.46
165101	CAMCOR INC	CL-010777	256.90
165102	CHEFS TOYS	CL-010780	142.43
165103	CREATIVE IMAGES	CL-010782	739.50
165104	DENAULT'S HARDWARE	CL-010783	59.95
165105	DICK'S SPORTING GOODS	CL-010784	3,701.40
165106	DISCOUNT OFFICE SERVICES	CL-010785	114.18
		CL-010786	155.34
		CL-010787	34.78
		CM-120032	103.30-
165107	DON JOHNSTON INC.	CL-010788	222.41
165108	FACILITIES PROTECTION SYSTEMS	CL-010791	990.00
165109	FEDERAL EXPRESS CORP	CL-010792	320.79
		CL-010793	313.34
165110	FRESHINK	CL-010794	180.00
165111	GANAHL LUMBER	CL-010795	2,497.05
		CL-010796	490.15
		CL-010798	252.38
		CM-120033	1,049.98-
165112	GENERATOR SERVICES CO INC	CL-010799	870.00
		CL-010800	4,678.02
165113	HIRSCH PIPE & SUPPLY	CL-010802	231.29
165114	HOBART SERVICE	CL-010803	412.24
165115	HYDRO-SCAPE PRODUCTS INC	CL-010804	765.76
165116	CAPISTRANO LAGUNA BEACH ROP	CL-010778	30.00
165117	MOULTON NIGUEL WATER	CL-010360	14,626.26
165118	SAN DIEGO GAS & ELECTRIC	CL-010363	136,087.55
		CL-011009	17,551.93
165119	SANTA MARGARITA WATER	CL-010364	897.88
165120	SO CAL GAS CO	CL-010365	6,912.59
165121	SOUTHERN CALIFORNIA EDISON	CL-010368	64,926.43
165122	PJHM ARCHITECTS SOUTHWEST INC	CL-010971	1,300.00
		CL-010972	1,500.00
165123	BENS ASPHALT	CL-010967	5,922.00
165124	SAN JOAQUIN CTY OFFICE OF EDUC	PO-310465	6,207.50
165125	STATE BD EQUALIZATION	CL-010690	1,251.00
165126	CONNECTICUT GEN LIFE INS CO	PO-310011	14,245.46
165127	CONNECTICUT GENERAL LIFE	PO-310010	34,049.81
165128	METROPOLITAN EMPLOYEES	PO-310007	3,673,785.03
		PO-310012	21,696.00
165129	CORVEL CORPORATION	CL-010968	3,059.53
165130	ADAMS, CELESTE	CL-010638	161.77
		CL-010639	1,444.47
165131	ADAMS, KARA	CL-010640	361.49

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165132	BANH, JULIE/NAM	CL-010641	669.16
165133	BARNARD, ERIC & JENNIFER	CL-010642	102.49
165134	BECERRIL, ARTURO OR BLANCA	CL-010644	70.18
165135	BELLOMO, PHILIP &/OR KATHY	CL-010645	155.45
165136	BERTOLA, ANGELO OR SANDRA	CL-010646	209.92
165137	BHAVANI, RENUKA S	CL-010647	987.36
165138	BIRTCH, RANDY OR LAURA	CL-010648	225.46
165139	BOYD, VALERIE	CL-010649	123.16
165140	BOYER, DAVID OR MELISSA	CL-010650	62.97
		CL-010733	47.98
165141	BRESSLER, ERIC & KATHY	CL-010651	206.86
165142	BUI, HONG	CL-010652	145.31
165143	CAPAY, PONCIANO OR MARIA	CL-010653	516.66
165144	CLARK, BRIAN OR YOLANDA	CL-010655	412.79
165145	CROWE, ROBERT AND/OR VIRGINIA	CL-010654	125.77
165146	CUHADAROGLU, MEHMET OR BELGIN	CL-010656	1,034.16
165147	DEE, CRYSTAL	CL-010658	841.46
165148	DICK, CRAIG OR BILLIE	CL-010659	255.00
165149	DIXON, KEN OR SHAUNA	CL-010657	272.63
165150	GAITAN, SCOTT & BEVERLY Z.	CL-010660	115.57
165151	GAU, MARY	CL-010661	159.94
165152	GIDEONS, CHRIS OR VALLI	CL-010662	481.85
165153	GRAHAM, JOCELYN & MARK	CL-010664	1,101.09
165154	GRIFFITHS, DARRYL OR JANELLE	CL-010666	491.39
165155	GRISHAM, JEFFREY & MELINDA	CL-010663	186.78
165156	HADDAD, MIKE OR BECKY	CL-010669	179.93
165157	HALL, SHANELLE	CL-010670	137.94
165158	HENRY, SAMANTHA	CL-010671	201.35
165159	HOGGATT, ROBERT/VERONICA	CL-010667	221.91
165160	HYLTON, CHRIS OR HERMINIA	CL-010668	149.02
165161	JACKSON, JENNIFER	CL-010672	462.69
165162	JACOB, ISAIAS OR DONNA VIDALES	CL-010673	247.61
165163	JAMES, JUSTIN & ARLEN	CL-010674	86.90
165164	JARRELL, INESSA OR KEVIN	CL-010675	82.82
165165	JOHANNES, JENNETTE	CL-010676	392.41
165166	JOHNSON, LORI	CL-010677	664.88
165167	JONES, DANNY & NANCY	CL-010678	57.32
165168	KENDER, GREGORY OR TINA	CL-010679	184.64
165169	KICHLINE, KEITH & KYLA	CL-010680	770.48
165170	LAW, YUET	CL-010681	197.88
165171	LIDDLE, DREW & LESLIE	CL-010682	453.15
165172	LOUIE, DARRYL OR CATHERINE	CL-010683	757.45
165173	LUNA-BARKLAGE, LETICIA	CL-010643	1,119.94
165174	MACIBORSKI, MIKE OR STEPHANIE	CL-010684	148.01
165175	MARTIN, PETER/NORMA	CL-010685	299.88



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165176	MC EACHRAN, KYLE OR MELISSA	CL-010686	418.72
165177	MONTANEZ, TERRI & FERNANDO	CL-010689	395.51
165178	O'CONNOR, BRENDAN & JACQUELINE	CL-010691	686.86
165179	POSNER, JEFF OR CARLA	CL-010692	238.19
165180	PRABHU, WILLIAM & MYKA	CL-010695	76.56
		CL-010741	306.25
165181	QUENGA, JOSEPH OR TRACY	CL-010696	324.36
165182	REDING, CLARE & SHAD	CL-010698	186.78
165183	REISNER, GARRY OR SHELAGH	CL-010700	288.37
165184	RICHMOND, HEIDI	CL-010701	303.39
165185	RODAS, PHILLIP AND CAROLYN	CL-010702	105.04
165186	ROHDE, JAN &/OR JOY	CL-010703	132.37
165187	ROLING, ROGER OR MIKAIL	CL-010704	265.69
		CL-010705	332.11
165188	ROTH, JAY &/OR KERI	CL-010706	305.59
165189	SADEK, SCOTT & MARY	CL-010707	2,070.32
165190	SHARIFI, NOAH OR CASEY	CL-010708	112.71
165191	SHIN, KYUSHIK	CL-010709	145.31
		CL-010710	247.88
165192	SOULLIERE, PATRICIA	CL-010687	127.90
165193	STALEY, ANNA DAWN OR MATTHEW	CL-010711	112.73
165194	STEBENNE, STUART/LISA	CL-010712	283.36
165195	THOMAS, ED OR REBECCA	CL-010713	444.75
165196	TIERNEY, MICHELLE & TERRENCE	CL-010714	624.73
165197	TOCA, CAROL A.	CL-010715	685.46
165198	TRITZ, RICHARD &/OR JULIE	CL-010716	302.03
165199	UNGOS, JAY AND MARIE	CL-010717	255.60
165200	VON DWINGELO, ANTHONY/ELIZABET	CL-010718	84.08
165201	COUNTY OF ORANGE	PV-120043	65.00
165202	COMMUNITY CARE LICENSING	PV-120042	100.00
165203	AGUILAR, ARLENNE	CL-010738	67.00
165204	ALEGRE, JOSEPH	CL-010739	22.00
165205	BAGACINA, CAITLIN	CL-010742	71.00
165206	BEATTY, BRIELLE	CL-010973	4.00
165207	BENHAM, MICHELLE	CL-010743	185.09
165208	BLANDIN, DANIELLA	CL-010744	67.00
165209	BRENTLINGER, JODEE	CL-010745	87.78
165210	CALKINS, JOHN	CL-010746	78.00
165211	COOKE, ELIZABETH	CL-010747	6.00
165212	DE JOHN, EMILY	CL-010748	70.00
165213	DENHOLM, BROOKE	CL-010749	5.00
165214	DUENAS, NATHANIEL	CL-010750	62.00
165215	FLORES, VANESSA	CL-010751	74.00
165216	FRIESZ, LINDA J	CL-010752	18.74
165217	GONZALES, STEPHEN	CL-010753	4.00

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165218	HALBERT, SHANNON	CL-010754	146.56
165219	HARSINI, SINA	CL-010755	60.00
165220	HASKELL, SYLVIA	CL-010756	21.00
165221	HATFIELD, HUNTER	CL-010757	67.00
165222	KHOR, SHERRYCA	CL-010758	6.00
165223	KRAFT, ALEXA	CL-010759	6.00
165224	KRAMER, DOUG	CL-010760	92.43
165225	LECLAIR, FELICIA	CL-010761	70.00
165226	LEE, TONY	CL-010762	60.00
165227	LEWIS, CHRISTIAN	CL-010763	67.00
165228	LOWREY, DALLAS	CL-010764	6.00
165229	MAHDI, MEGAN	CL-010765	71.00
165230	MARTINEZ, CHRISTOPHER	CL-010766	5.00
165231	MCNAMEE, CARLY	CL-010737	50.00
165232	NARANJO, MARIA	CL-010767	6.00
165233	ODLAUG, COLE	CL-010768	71.00
165234	ORNLAS, EMILY	CL-010769	74.00
165235	ROHR, STEFANIE	CL-010770	67.00
165236	SERRANO, AGUSTIN	CL-010819	15.00
165237	SHAPLAND, EMILY	CL-010820	74.00
165238	SPITLER, PHILLIP	CL-010821	6.00
165239	SRA. ROSA VELAZQUEZ	CL-010822	20.00
165240	VELKER, DEREK	CL-010823	74.00
165241	VERRUTO, RONALD	CL-010824	9.00
165242	VICTA, CLEO	CL-010825	268.88
165243	VIRAG, SARA	CL-010826	62.00
165244	WELCH, SHELBY	CL-010827	71.00
165245	WILLIAMS, JESSA	CL-010828	10.00
165246	WILLIAMS, JUSTIN	CL-010829	6.00
165247	YU, JEFFREY	CL-010830	67.00
165248	ASCIP	CL-010740	570.21
165249	AVILA, THERESE	CL-010831	86.70
165250	BARRETT, JANET S	CL-010832	49.22
		CL-010833	49.21
165251	BEAUCHAINE, KIMBERLY	CL-010835	187.17
165252	BENE, CHERI	CL-010834	78.03
165253	BLINN, JAMES F	CL-010836	204.00
165254	BOGNAR, CATHERINE M.	CL-010837	26.39
		CL-010838	17.59
165255	BOLLA, BRENDA	CL-010839	84.15
165256	BRISTOW-SHANDRO, DREW	CL-010841	117.30
165257	BRUNSON JR., LARRY W.	CL-010843	165.24
165258	CARLISLE, TERESA	CL-010844	50.49
165259	CARRILLO, ANDREA	CL-010845	212.67
165260	COPPAGE, CARRI	CL-010847	106.08

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165261	COX, LINDA	CL-010848	120.87
165262	CURLEY, JULIE	CL-010849	67.32
165263	DARAKJIAN, CAROLE	CL-010850	92.82
165264	DEVINCENZI, MARK	CL-010851	56.10
165265	DIXON, AURORA	CL-010852	28.56
		CL-010853	38.76
165266	EDEN, CRIS	CL-010854	68.34
165267	ESTRADA, AXEL	CL-010855	26.01
165268	FLUENT, TERRY	CL-010856	17.34
165269	HANAFORD, LAURA	CL-010859	8.84
165270	HIGHTOWER, SHERLIN	CL-010860	82.11
		CL-010861	38.76
165271	HOGBIN, RICH	CL-010862	63.24
165272	JAMES, DOUGLAS	CL-010863	13.26
165273	JOHNSON, CONSTANCE	CL-010864	45.90
165274	JONES, JOSEPH	CL-010865	131.07
165275	JUDITH S. BRADLEY	CL-010840	68.34
165276	KELLMAN, KATHLEEN	CL-010866	120.36
165277	KIMMELL-CAMOIA, JULIE	CL-010867	169.32
165278	KLISTER, PAMELA	CL-010868	31.62
165279	MAGWOOD, DONNA KATHERINE	CL-010869	12.24
165280	MATIENZO, NINA RIE	CL-010870	192.78
165281	MELENDREZ, MARGO	CL-010871	19.27
165282	PRIMICIAS, MELISSA	CL-010873	87.72
165283	TERHUNE, CYNTHIA	CL-010874	195.84
165284	CARSE, BARBARA	CL-010846	42.84
165285	FREY, DEBORAH	CL-010857	24.48
165286	GLESENER, PATRICIA	CL-010858	103.02
165287	PEREZ, VIRGINIA	CL-010872	83.64
165288	BROCKMAN, CARY	CL-010842	110.16
165289	JOHN DEERE LANDSCAPES	CL-010807	10,016.50
165290	JOHNSTONE SUPPLY	CL-010808	20.73
		CL-010809	10,410.66
		CL-010810	1,197.40
165291	KNORR SYSTEMS INC	CL-010811	3,644.50
		CL-010812	128.00
165292	LAKESHORE	CL-010814	197.74
165293	LAWNMOWERS ETC	CL-010815	18.75
165294	W W GRAINGER INC	CL-010818	15,023.00
165295	LAKESHORE LEARNING MATLS	CL-010813	203.68
165296	ART MASTERS	CL-010975	5,726.00
165297	DEPARTMENT OF JUSTICE	CL-011015	2,376.00
165298	KEY GOVERNMENT FINANCE INC	PO-310356	489,625.60
165299	ORANGE COUNTY DEPT OF EDUCATIO	CL-011017	32,860.00
165300	PALI MOUNTAIN INSTITUTE	CL-011018	16,075.00

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165301	COX COMMUNICATIONS	CL-011101	14,261.66
165302	MISSION VIEJO GLASS	PO-310282	450.00
165303	MOBILE FLEET WASH	CL-010385	704.00
		CL-011102	154.00
165304	MONTGOMERY HARDWARE COMPANY	CL-011158	7,075.00
165305	MULTIPLE MEASURES LLC	PO-306201	9,600.00
165306	NEW PIG	CL-011106	2,227.12
165307	OFFICE DEPOT	CL-010914	22.84
		CL-010915	233.39
165308	ORANGE COUNTY REGISTER	CL-011107	232.00
165309	ORANGE COUNTY REGISTER	CL-011054	346.92
		CL-011108	155.76
		CL-011109	49.56
165310	PACIFIC GO NATURAL GAS	CL-011110	5,413.65
165311	PARKHOUSE TIRE INC.	CL-011111	303.12
165312	PRAXAIR	CL-011112	18.60
		CL-011113	18.60
165313	QUALITY TOWING	CL-011114	59.00
		CL-011115	525.00
165314	RADIO SHACK	CL-010923	30.30
165315	REALITY WORKS	CL-011116	7,866.40
165316	REMEDIA PUBLICATIONS	CL-011120	237.92
165317	RINCON TRUCK PARTS	CL-011123	129.88
165318	RON T SERVICES	CL-010924	130.00
165319	RUSSELL SIGLER INC.	CL-011055	1,623.15
		CL-011056	1,278.31
165320	SANTA MARGARITA FORD	CL-011124	9,852.40
165321	SCIENCE KIT & BOREAL LAB	CL-010927	53.62
		CL-010928	269.70
165322	SEON DESIGN INC.	CL-011126	17,922.02
165323	SIERRA SOIL	CL-010929	1,044.00
165324	SIMPLEX GRINNELL LP	CL-010930	199.08
		CL-010931	890.00
		CL-011127	3,995.64
		CL-011159	1,900.00
		CL-011160	616.92
165325	SMART & FINAL	CL-011091	85.88
		CL-011129	544.43
		CL-011130	215.83
		CL-011131	15.49
		CL-011132	29.08
		PO-310140	24.21
165326	SMOG EXPRESS	CL-011133	159.85
		CL-011134	179.85
165327	SO COAST AIR QULTY MGMT	CL-011161	853.90

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165328	SOUTH COAST ANSWERING SERVICE	CL-010932	129.15
165329	SOUTH COAST MEDICAL GROUP	CL-010933	80.00
165330	SPORT CHALET	CL-010227	994.49
165331	T-SHIRT TIME ATHLETICS	CL-011196	807.47
165332	TAYLOR INDUSTRIAL COATINGS	CL-010944	3,879.65
165333	TEACHING STRATEGIES INC	CL-011197	14,054.46
165334	TEL TEC SECURITY SYSTEMS INC	CL-011154	91.62
		CL-011155	3,038.67
165335	TELL STEEL INC	CL-010945	1,454.32
165336	TESORO HIGH SCHOOL ASB	CL-011136	745.38
165337	THYSSENKRUPP ELEVATOR CORP	CL-010946	280.00
		CL-011138	1,016.55
		CL-011139	3,932.45
		CL-011162	1,274.00
165338	TRUCPAR CO	CL-011143	6,606.68
165339	TUTTLE-CLICK FORD	CL-011144	92.75
		CL-011145	1,931.80
165340	UNIQUE SWEEPING	CL-010422	59.00
		CL-010423	59.00
		CL-011163	67.00
		CL-011164	67.00
165341	UNITED RENTALS	CL-011146	2,782.58
165342	VISTA PAINT CORP	CL-010957	1,075.75
165343	WAL MART COMMUNITY	CL-011070	76.13
		CL-011071	163.43
		CL-011072	325.65
165344	WAL MART COMMUNITY	CL-011073	259.89
		CL-011081	1,434.35
		CL-011082	138.79
		CL-011083	758.28
		CL-011084	2,223.50
		CM-120038	6.46-
165345	WILLIAM H SADLIER INC	CL-011150	280.61
165346	XPEDX	CL-011151	1,184.55
165347	ZEP MANUFACTURING CO	CL-011152	297.39
165348	MOBILE MODULAR	CL-011157	610.00
165349	OFFICE DEPOT	CL-010912	247.38
		CL-010913	230.00

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165350	WAL MART COMMUNITY	CL-011057	209.13
		CL-011058	229.40
		CL-011059	112.58
		CL-011060	260.37
		CL-011061	136.57
		CL-011062	29.45
		CL-011063	30.81
		CL-011064	221.98
		CL-011065	49.48
		CL-011066	176.39
		CL-011067	17.40
		CL-011068	188.41
		CL-011069	9.14
165351	WAL MART COMMUNITY	CL-011074	37.82
		CL-011075	186.28
		CL-011076	35.67
		CL-011077	233.67
		CL-011078	212.99
		CL-011079	83.62
		CL-011080	130.46
165352	CITY OF SAN CLEMENTE	CL-010356	14,690.12
165353	COUNTY OF ORANGE-WASTE MNGT	CL-010357	1,500.00
		CL-011051	197.27
165354	FIRST AMERICAN TITLE	CL-010358	1,500.00
165355	SO COAST WATER DIST	CL-010366	6,782.90
165356	SOUTHERN CALIFORNIA EDISON	CL-010368	29,557.99
165357	CAPISTRANO UNIFIED SCHOOL DIST	CL-011089	16,377.98
		CM-120035	19.60-
		CM-120036	8.80-
		PO-310247	619.49
165358	UNUM LIFE INSURANCE	PO-310009	9,576.00
165359	A Z BUS SALES INC	CL-010771	80.23
165360	ACTION LEARNING SYSTEMS INC	CL-011166	6,000.00
		CL-011167	2,000.00
165361	ALISO NIGUEL HIGH SCH ASB	CL-011168	1,104.27
165362	BEE MAN	CL-011171	355.00
		CL-011172	264.00
165363	CAPISTRANO GOLF CARS	CL-011174	1,885.51
165364	CREATIVE IMAGES	CL-011177	271.88
165365	CVHS ASB	CL-011178	2,098.11
165366	DANA HILLS HIGH SCHOOL - ASB	CL-011179	2,346.57
165367	DANBRU WIRE & CABLE INC	CL-011180	485.99
		CL-011181	1,387.46
165368	DAVE BANG ASSOCIATES INC	CL-011182	1,076.63
165369	DENAULT'S HARDWARE	CL-011184	40.68

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165370	ETA/ CUISENAIRE	CL-011186	29.34
165371	EVERYTHING MEDICAL	CL-011187	336.22
165372	FILM OUT PUT	CL-011188	36.00
165373	GOPHER ATHLETIC/SPORTS	CL-011189	1,866.98
		CM-120037	105.90-
165374	IMAGE 2000	CL-010806	425.00
165375	LOCAL JANITORIAL & VACUUM	CL-010816	199.86
		CL-011192	830.49
165376	LOS ANGELES FREIGHTLINER	CL-010817	76.07
165377	THE FLOOR MAINTENACE COMPANY	CL-011193	4,700.00
165378	W W GRAINGER INC	CL-011195	16,940.71
165379	THE FLOOR MAINTENACE COMPANY	CL-011194	22,100.00
165380	IRON MOUNTAIN	CL-011190	360.82
165381	CARLOS GUZMAN INC	CL-011175	1,500.00
		CL-011176	1,500.00
165382	CROSS, MINDY	CL-011021	179.01
165383	GODFREY, NICOLE	CL-011022	103.02
165384	GONG, PHOEBE	CL-011023	419.73
165385	KIMINAS, ANTHONY	CL-011024	137.70
165386	MENDEL, LINDA	CL-011025	164.73
165387	METTERT, LISA M	CL-011026	120.87
165388	O'KANE, MONIKA	CL-011027	20.40
165389	PARKER, LAURA	CL-011028	61.71
165390	PAYNE, JULIE	CL-011029	24.99
165391	PINKERTON, DAN	CL-011030	139.74
165392	POWELL, CHRISTOPHER	CL-011031	66.17
		CL-011032	22.06
165393	RAFF, DEIDRE	CL-011033	115.26
165394	RIGBY, MICHAEL	CL-011034	18.36
165395	ROCHE, ANN	CL-011035	211.14
165396	SCHROEDER, JANICE	CL-011036	52.53
165397	SHAH, RANA	CL-011038	19.38
165398	SHEA HINNAG, REBECCA	CL-011040	33.15
165399	SHUMATE, DAGMAR	CL-011039	292.74
165400	SMEGAL, PAM	CL-011041	277.06
165401	SPIERS, ROBERT	CL-011042	328.44
165402	STRICKLAND, GERRY	CL-011043	66.30
165403	TALILI, MAILUMAI	CL-011044	79.56
		CL-011045	113.73
165404	WALTERS, ELAINE	CL-011046	75.99
165405	WHITE, BRANDI	CL-011047	79.05
165406	WIEDEMAN, LORI	CL-011048	120.36
		CL-011049	52.53
165407	WOBST, JUDY	CL-011050	6.12
165408	SCHULTZ, DON	CL-011037	73.44

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165409	KHALIL, AMAL	PV-120045	1,653.80
165410	MCMORRAN-MAUS, KRISTA	CL-010435	89.00
165411	NUNAN, KATIE	CL-010436	18.50
		CL-010438	49.09
165412	PRIMICIAS, MELISSA	CL-010505	184.00
165413	SANTIBANEZ, ALLISON	CL-010439	226.70
165414	SHERRIE, LORRAINE	CL-010500	49.28
		CL-010501	245.61
165415	SMEGAL, PAM	CL-010450	1,071.67
165416	SUNICO, MA REGINA	CL-010440	56.00
165417	WYNNE, LAUREN	CL-010441	58.64
165418	TUTORING PLUS INC.	PV-120047	66,872.75
165419	GAST, LUCIBEL	CL-010444	25.50
165420	AUDITEC OF ST. LOUIS	PO-310251	129.60
165421	BETTER BUSINESS RECORDS	PO-310229	376.05
165422	BOONE BRIDGE BOOKS	PO-310035	183.74
165423	BRINKS INC.	CL-010774	142.81
165424	C D T INC.	CL-011726	54.00
		CL-011727	126.00
165425	CAPISTRANO GOLF CARS	PO-310349	631.10
165426	CINTAS CORP	PO-310339	2,026.08
165427	CINTAS FIRST AID & SAFETY	PO-310240	462.21
165428	DEMCO INC	PO-310080	135.63
165429	FEDERAL EXPRESS CORP	CL-011728	208.36
165430	HARLAND TECHNOLOGY SERVICES	PO-310687	557.00
165431	HASLER INC.	PO-310389	391.61
165432	HYDRO-SCAPE PRODUCTS INC	PO-310325	177.30
165433	JOHN DEERE LANDSCAPES	PO-310326	1,122.10
165434	KELLY PAPER COMPANY	PO-310113	7,268.52
165435	LAWNMOWERS ETC	PO-310327	1,506.85
165436	BENS ASPHALT	PO-310233	4,127.00
165437	CAPISTRANO LAGUNA BEACH ROP	CL-011525	10,741.22
		CL-011526	10,969.73
165438	CAPO-LAGUNA BEACH ROP	CL-011092	36,547.54
		CL-011093	2,344.91
165439	GILBERT & STEARNS INC	CL-011478	1,326.71
165440	PACIFIC PLUMBING COMPANY OF	CL-011480	5,482.12
		CL-011646	13,073.06
165441	CORVEL CORPORATION	PO-310023	192,654.76
165442	CORVEL ENTERPRISE COMP INC	PO-310024	77,219.00
165443	CAPISTRANO UNIFIED SCHOOL DIST	CL-011089	47,751.86
		PO-310247	13,017.69
165444	ADAMSON, CORAL	CL-011367	132.60
		CL-011368	22.44
165445	BESSELING, QUIRINE	CL-011370	5.61



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Warrant Number	Name of Payee	Reference Number	Amount
165446	BIRKINSHAW, SANDY	CL-011371	154.53
		CL-011372	9.69
165447	BLITCH, KRISTA	CL-011373	129.03
165448	BUSH, VIRGINIA	CL-011375	83.64
		CL-011376	12.24
165449	CARDIN, PATTI	CL-011377	141.78
165450	CAUDILL, AMANDA	CL-011378	64.26
		CL-011379	25.50
165451	CHACO, MARISSA	CL-011380	42.84
165452	CLIFT, LYNNETTE I	CL-011381	73.44
		CL-011382	14.28
165453	DARLING, MARTY	CL-011384	74.97
165454	EATON, ANDREA	CL-011385	36.21
165455	ENRIQUEZ, MICHELLE L	CL-011386	178.50
		CL-011387	28.56
165456	EXWORTHY, MARK	CL-011388	279.48
165457	FERGUSON, ERIN	CL-011389	117.30
		CL-011390	22.44
165458	FLYNN, MARGARET	CL-011391	69.36
		CL-011392	16.32
165459	FRANCO, MARIA	CL-011393	37.74
165460	FREDRIKSZ, LAURA	CL-011394	151.47
		CL-011395	7.14
165461	FRIEDLANDER, DOROTHY	CL-011396	283.05
		CL-011399	7.65
165462	GILL, ARVINDER	CL-011398	105.84
		CL-011400	16.32
165463	HATLER, JAIME	CL-011402	250.92
		CL-011403	48.96
165464	HAUN, BARBARA	CL-011404	168.81
		CL-011405	39.78
165465	HAYES, NATALIE	CL-011406	27.54
165466	HEUSER, RACHEL	CL-011407	254.49
165467	HILL, DAWN	CL-011408	158.10
		CL-011409	31.62
165468	JERZ, SARAH	CL-011410	108.12
165469	JIMENEZ, DENISE	CL-011411	131.58
		CL-011412	24.48
165470	JONES, PAMELA	CL-011413	198.39
165471	KOPELSON, KATHLEEN	CL-011414	130.56
		CL-011415	43.86
165472	LAIDLEY, JOANIE	CL-011416	177.99
		CL-011417	20.40
165473	LEAHY, CHRISTINA	CL-011418	96.90

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165474	MANDERBACH, KAREN	CL-011419	71.40
		CL-011420	14.28
165475	MANNAERT, BREE	CL-011421	168.81
		CL-011422	25.50
165476	MC CLEMMY, KATHLEEN	CL-011423	6.12
165477	MCKEE, DANISE	CL-011424	191.25
		CL-011425	24.48
165478	BROWNE, CAROLE	CL-011374	116.79
165479	GLESENER, PATRICIA	CL-011401	139.74
165480	CITY OF SAN CLEMENTE	CL-010356	15,701.13
165481	MOULTON NIGUEL WATER	CL-010360	4,695.92
		CL-011731	2,264.56
165482	PJHM ARCHITECTS SOUTHWEST INC	CL-011515	5,000.00
		CL-011516	4,886.50
165483	SAN DIEGO GAS & ELECTRIC	CL-011732	127,257.18
165484	SANTA MARGARITA WATER	CL-010364	998.75
165485	SO CAL GAS CO	CL-010365	1,754.53
165486	US BANK NATIONAL ASSOCIATION	CL-011647	3,350.00
165487	ENGELHARDT, NANCY	CL-011668	10.00
165488	BURROWS, VIRGINIA	CL-011551	21.27
165489	DE ACUTIS, LISA	CL-011671	38.76
165490	DEOGRACIAS, AILEEN	CL-011672	313.55
165491	ELLIOTT, CHRISTIE	CL-011674	67.83
165492	HANRATTY-RAJA, JENNIPHER	CL-011676	23.46
165493	HERNANDEZ, MARLO	CL-011680	36.21
165494	HOOPER, GWYNETH	CL-011678	18.36
165495	KAPLAN, PAUL M	CL-011682	46.41
165496	MEISSNER, ANDREA	CL-011723	1,001.13
165497	MEYERS, AMY	CL-011517	720.63
165498	MILLER, MARIE T.	CL-011518	649.74
		CL-011519	45.90
165499	MITCHELL, KAREN P	CL-011520	91.80
165500	PANNING LA BATE	CL-011521	184.62
		CL-011522	7.14
165501	PEREZ, VIRGINIA	CL-011722	44.88
165502	PETTEY, STEPHANIE	CL-011683	176.46
165503	PLACE, SUSAN	CL-011531	3.06
165504	RASHIDI, AKRAM KIM	CL-011532	92.31
		CL-011533	15.81
165505	RODRIGUEZ, MICHELLE	CL-011534	135.15
		CL-011535	23.46
165506	SAUER, ASHLEIGH	CL-011536	102.00
		CL-011537	26.52
165507	SCHOOLER, DEBORAH	CL-011538	142.29
165508	SCOTT, RYAN	CL-011539	24.48

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165509	SMITH, ANNE	CL-011540	168.81
165510	SOLTIS, PAMELA	CL-011541	52.02
165511	TADMAN, NICOLE	CL-011542	26.52
165512	TUNULI, JESSICA	CL-011543	271.32
		CL-011544	21.93
165513	VARGAS, DAVID	CL-011545	307.53
165514	WEIS-DAUGHERTY, DENISE	CL-011546	129.03
165515	WESTON, KELLY	CL-011547	142.29
		CL-011548	16.32
165516	WOLFSON, DONNA	CL-011549	103.02
		CL-011550	66.30
165517	WYNNE, LAUREN	CL-011684	43.86
165518	PEREZ, VIRGINIA	CL-011530	118.83
165519	PALI MOUNTAIN INSTITUTE	PO-310504	5,000.00
165520	XEROX CORPORATION	CL-011305	128,670.84
		CL-011306	19,722.00
165521	Capistrano Connections Academy	CL-011094	35,942.69
		CL-011095	2,301.40
165522	OPPORTUNITY FOR LEARNING	CL-011096	3,573.04
		CL-011097	228.78
165523	AMS NET	CL-011473	38,953.91
		CL-011474	760.85
		CL-011475	760.83
		CL-011476	997.84
165524	ALPHA VISTA SERVICES INC	CL-011198	6,949.60
		CL-011199	2,978.40
165525	ALPINE ACADEMY	CL-011200	3,360.00
		CL-011201	3,360.00
165526	AUTISM BEHAVIOR CONSULTANTS	CL-011226	6,702.00
165527	AUTISM SPECTRUM THERAPIES	CL-010533	2,303.75
165528	BLIND CHILDRENS LRNG CTR	CL-011227	3,819.00
		CL-011228	405.00
		CL-011229	1,170.00
165529	BOYS TOWN CALIFORNIA INC.	CL-011584	24,999.00
		CL-011585	6,669.00
165530	CARES	CL-011586	694.82
165531	CATHEDRAL HOME FOR CHILDREN	CL-011230	3,192.00
		CL-011231	3,192.00
		CL-011588	12,900.00
165532	CHILED A	CL-011234	2,911.92
165533	CINNAMON HILLS SCHOOL	CL-011235	2,970.00
		CL-011236	2,970.00
		CL-011237	2,970.00
		CL-011238	2,970.00
		CL-011239	35,896.00

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165534	DANIEL, JASON & RUTHIE	CL-010976	2,150.00
165535	DEVEREUX CLEO WALLACE	CL-011256	2,250.00
		CL-011257	2,750.00
		CL-011593	6,149.10
		CL-011594	6,149.10
165536	DEVEREUX TEXAS TREATMENT	CL-011259	2,392.86
165537	DEVEREUX TEXAS TREATMENT	CL-011255	1,903.44
165538	EDUCATIONAL BASED SERVICES	CL-010142	3,360.00
		CL-011260	1,680.00
165539	FAMILY LIFE CENTER BODEGA	CL-011261	3,539.00
		CL-011262	3,539.00
		CL-011263	3,539.00
		CL-011264	23,751.00
165540	FARRELL, MIN KIM AND DONALD	CL-010977	2,815.00
165541	FAZELI, FARIBORZ & SURUR	CL-011597	356.79
165542	HEAR NOW ABRAMSON AUDIOLOGY	CL-011266	2,500.00
		CL-011267	750.00
		CL-011268	1,397.00
		CL-011752	513.37
		CL-011753	174.55
		CL-011754	338.83
165543	HERBERT, DEBRA	CL-010979	170.00
		CL-010980	720.00
		CL-010981	360.00
		CL-010982	360.00
		CL-010983	480.00
		CL-010984	450.00
165544	HERITAGE CENTER	CL-010564	499.13
		CL-011271	2,244.00
165545	JANNEY, MICHAEL & VANESSA	CL-011274	1,800.00
		CL-011275	180.00
165546	LAGUNA BEACH SCHOOL DIST	CL-011755	9,840.68
165547	MARDAN CENTER OF ED	CL-010985	2,408.00
		CL-010986	2,064.00
165548	MCCORMACK, MARC AND/OR KRISTA	CL-011602	824.67
165549	NEWPORT LAN/SPEECH/AUDIO	CL-010565	8,352.00
165550	OCEANVIEW SCHOOL	CL-011279	4,720.00
		CL-011280	4,084.00
		CL-011281	4,752.00
		CL-011282	4,932.00
		CL-011283	3,520.00
		CL-011284	4,452.00
		CL-011285	3,792.00
		CL-011286	2,332.00
		CL-011287	2,584.00

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165551	ORANGE COUNTY THERAPY SERVICE	CL-010988	16,480.00
165552	ORANGE CTY DEPT EDUC	CL-011757	101,630.80
		CL-011758	7,254.10
165553	PAUL ALAN DORES	CL-010989	600.00
		CL-010990	400.00
165554	RELIANCE STANDARD LIFE INS CO	PO-310008	13,858.00
165555	DEVEREUX TEXAS TREATMENT	CL-011258	2,163.40
165556	MAXIM HEALTHCARE SERVICES	CL-011277	5,658.00
165557	PARADIGM HEALTH CARE SERVICES	CL-010573	13,235.83
165558	PYRAMID AUTISM CENTER	CL-011291	4,950.00
165559	RAINBOW CONNECTION	CL-010991	412.00
165560	RED ROCK CANYON SCHOOL	CL-011293	2,750.00
165561	SCHWING, STEVE & KIM	CL-011294	897.75
165562	SPEECH & LANGUAGE DEVEL	CL-010992	9,453.25
		CL-010993	9,375.00
		CL-010994	6,700.25
		CL-010995	6,985.50
		CL-010996	4,628.00
		CL-011295	3,424.00
165563	SUMMIT SPEECH PATHOLOGY SV INC	CL-010997	7,743.84
		CL-010998	2,864.16
165564	TERI INC	CL-011296	3,848.10
		CL-011297	382.08
165565	THERAPEUTIC EDUCATION CENTER	CL-010999	2,970.00
		CL-011000	2,925.00
		CL-011001	2,700.00
165566	WERTHEIMER-GALE & ASSOCIATES	CL-011002	78.00
		CL-011003	26.00
		CL-011004	58.50
165567	WINGARD, RICHARD AND LORENA	CL-011006	1,500.00
165568	YELLOWSTONE BOYS & GIRLS RANCH	CL-011301	1,144.25
		CL-011302	1,144.25
		CL-011619	12,600.00
165569	A Z BUS SALES INC	PO-310563	1,672.43
165570	ADVANTAGE RADIATOR	PO-310566	25.00
165571	BLAIRS TOWING	PO-310561	190.00
165572	CAL-STATE AUTO PARTS INC	PO-310595	298.32
165573	CHEVROLET OF IRVINE	PO-310593	235.75
165574	FACTORY MOTOR PARTS	PO-310590	22.20
165575	FLEET SERVICE SPECIALIST LLC	PO-310589	5,345.08
165576	FREEWAY AUTO SUPPLY & MACHINE	PO-310529	100.63
165577	FRICTION MATERIALS CO.	PO-310588	3,336.32
165578	GANAHL LUMBER	PO-310309	101.39
165579	GEISENS AUTO UPHOLSTERY	PO-310531	375.43
165580	HOTMATH INC	PO-310107	225.00

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165581	INTERNATIONAL BACCALAUREATE	PO-310502	10,200.00
165582	IRON MOUNTAIN	CL-011191	317.99
165583	LAWN MOWERS ETC	PO-310327	283.91
165584	ADMINISTRATIVE SOFTWARE	PO-310104	1,194.60
165585	CITY OF SAN JUAN CAPISTRANO	CL-010355	4,690.55
165586	MOULTON NIGUEL WATER	CL-011808	86.40
165587	ORANGE CTY DEPT EDUC	CL-010361	5,587.79
		CL-011806	222.92
165588	SAN DIEGO GAS & ELECTRIC	CL-011807	67,806.61
165589	SANTA MARGARITA WATER	CL-010364	2,595.46
165590	SO CAL GAS CO	CL-010365	1,027.06
165591	CLASSROOM DIRECT	CL-011343	186.59
165592	MCGRAW-HILL COMPANIES	CL-011434	5,398.96
165593	MISSION VIEJO GLASS	CL-011307	2,200.00
165594	NATL SCH PUB RELATN ASSN	PO-310654	160.00
165595	NETWORK HARDWARE RESALE	PO-310710	5,211.75
165596	PBS SOCAL EDUCATION	CL-011309	312.84
165597	PC MALL GOV	CL-011310	146.74
		CL-011311	391.54
		CL-011312	149.60
		CL-011313	598.11
		CL-011314	100.01
165598	PITNEY BOWES	CL-011316	508.00
165599	PLAY & PARK STRUCTURES	CL-011317	7,982.76
165600	PRINCETON HEALTH PRESS	CL-011318	10,986.75
165601	PRINT FINISH SOLUTIONS	CL-011319	61.85
		CL-011495	145.50
165602	PRO-ED	CL-011325	55.00
165603	PRUDENTIAL OVERALL SUP	CL-011320	147.23
		CL-011321	37.96
165604	SADDLEBACK EDUCATIONAL PUBLISH	CL-011328	383.66
165605	SAF-COM SUPPLY	CL-010926	1,473.82
165606	SALEM PRESS INC	CL-011331	2,018.20
165607	SAN CLEMENTE ART SUPPLY	CL-011333	5.29
165608	SAN CLEMENTE HIGH SCHOOL ASB	CL-011334	4,665.53
165609	SAN DIEGO ENERGY EFFICIENT	CL-011335	4,518.50
165610	SAN JUAN HILLS HS ASB	CL-011336	1,325.12
165611	SCHOLASTIC INC	CL-011503	1,085.33
165612	SCOTT FORESMAN	CL-011322	1,313.15
165613	SEHI COMPUTER	CL-011348	1,076.62
165614	SIERRA SOIL	CL-011527	1,138.40
165615	SOUTH COAST FAMILY MEDI CENTER	CL-011354	225.00
		CL-011355	220.50
		CL-011356	94.50
165616	SOUTHWEST STRINGS	CL-011358	1,215.90

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165617	SPARTAN TOOL DIVISION	CL-011505	291.01
165618	SPICERS PAPER CO	CL-010934	16,635.01
		CL-011323	1,933.98
165619	SPORTS FACILITIES GROUP INC	CL-011359	3,575.00
165620	STAPLES ADVANTAGE	CL-010935	97.56
		CL-010937	74.25
		CL-010938	280.79
		CL-010939	148.03
		CL-010940	2.85
		CL-010941	29.58
		CL-010943	40.50
165621	STERICYCLE INC	CL-011363	60.18
165622	SUNDANCE PUBLISHING LLC	CL-011364	213.62
165623	SUPER DUPER INC.	CL-011324	34.95
165624	SUPPLY LINE BUILDING MATERIALS	CL-011366	32.55
165625	THYSSENKRUPP ELEVATOR CORP	CL-011468	1,750.00
		CL-011469	210.00
165626	TIFCO INDUSTRIES	CL-010947	77.22
		CL-010948	267.53
		CL-011470	1,219.63
165627	VERIZON WIRELESS	CL-010956	172.69
		CL-011506	86.56
165628	WEST COAST SOUND SERVICE	CL-011508	2,600.00
		CL-011509	2,600.00
		CL-011510	2,600.00
		CL-011511	3,000.00
		CL-011512	2,950.00
165629	STAPLES ADVANTAGE	CL-010936	44.16
165630	STAPLES ADVANTAGE	CL-010942	170.00
165631	ADAMS, KARA	CL-011648	271.12
165632	BANH, JULIE/NAM	CL-011649	414.25
165633	BANNERMAN, CARY & KELLY	CL-011650	216.73
		CL-011651	270.92
		CL-011652	230.28
165634	BARNARD, ERIC & JENNIFER	CL-011654	57.65
165635	BELLOMO, PHILIP &/OR KATHY	CL-011655	116.59
165636	BIRTCH, RANDY OR LAURA	CL-011656	212.94
165637	BODO, JOHN & TERA	CL-011657	242.07
		CL-011658	213.59
165638	BOGUSIEWICZ, STEVEN OR KELLY	CL-011659	109.35
		CL-011660	136.68
165639	BONDE, CRAIG AND/OR JOY	CL-011661	186.38
		CL-011662	163.08
		CL-011663	128.14
165640	BOYD, VALERIE	CL-011664	99.71

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165641	BOYER, DAVID OR MELISSA	CL-011665	50.98
165642	BRESSLER, ERIC & KATHY	CL-011666	175.83
165643	CAPAY, PONCIANO OR MARIA	CL-011667	139.42
165644	CLARK, BRIAN OR YOLANDA	CL-011669	347.62
165645	CROWE, ROBERT AND/OR VIRGINIA	CL-011670	310.23
165646	CROWELL, BRIDGETTE	CL-011673	303.07
165647	DUDHEKER, SANJAY OR SONALY	CL-011675	1,755.90
165648	EASTMAN, STEPHEN OR TARA	CL-011677	409.87
165649	FRED PRYOR SEMINARS	PO-310095	119.00
165650	GRISHAM, JEFFREY & MELINDA	CL-011679	151.21
165651	HADDAD, MIKE OR BECKY	CL-011681	149.94
165652	HALL, SHANELLE	CL-011685	111.67
165653	HAMEED, SHAWN	CL-011703	287.64
165654	HENRY, SAMANTHA	CL-011686	163.00
165655	HYLTON, CHRIS OR HERMINIA	CL-011687	139.09
165656	JAMES, JUSTIN & ARLEN	CL-011688	86.91
165657	JARRELL, INESSA OR KEVIN	CL-011689	70.40
165658	JONES, DANNY & NANCY	CL-011691	57.33
165659	JONES, JENNIFER OR KIMBALL	CL-011690	79.69
165660	KICHLINE, KEITH & KYLA	CL-011692	370.23
165661	LAW, YUET	CL-011694	168.20
165662	LEVIN, PAUL	CL-011695	214.67
165663	LOUIE, DARRYL OR CATHERINE	CL-011696	273.98
165664	LUNA-BARKLAGE, LETICIA	CL-011653	137.38
165665	MACIBORSKI, MIKE OR STEPHANIE	CL-011697	119.82
165666	MAISENBACHER, MATT OR VANESSA	CL-011701	216.77
165667	MALDONADO, RON OR JENNILYN	CL-011698	169.01
165668	MARTIN, PETER/NORMA	CL-011699	24.28
165669	MC KEAGUE, JOHN & SHARON	CL-011700	349.87
165670	POSNER, JEFF OR CARLA	CL-011704	170.14
165671	RASULI, YOUSEF OR	CL-011711	889.08
165672	REDING, CLARE & SHAD	CL-011705	151.21
165673	RODAS, PHILLIP AND CAROLYN	CL-011706	71.87
165674	ROHDE, JAN &/OR JOY	CL-011707	100.86
165675	ROLING, ROGER OR MIKAIL	CL-011708	282.30
165676	ROTH, JAY &/OR KERI	CL-011709	259.76
165677	SADEK, SCOTT & MARY	CL-011710	641.88
165678	SHIN, KYUSHIK	CL-011712	316.27
165679	SOULLIERE, PATRICIA	CL-011702	37.21
165680	STAFFIERI, MICHAEL OR ELIZABET	CL-011713	381.48
165681	STALEY, ANNA DAWN OR MATTHEW	CL-011714	93.95
165682	STEBENNE, STUART/LISA	CL-011715	321.14
165683	SULLIVAN, RANDY OR KRISTIE	CL-011716	92.48
		CL-011717	152.59
165684	THOMAS, ED OR REBECCA	CL-011718	87.92



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165685	WILLIAMS, GINI	CL-011719	141.09
165686	ZABALA, DANIEL & JACQUELINE	CL-011720	329.10
165687	ZELAYA, ALFONSO & PAMELA	CL-011721	26.83
165688	EXTERMINETICS OF SO CALIFORNIA	PV-120085	1,145.84
165689	MOORE'S SEWING MACHINE	CL-011103	1,559.50
165690	OFFICE DEPOT	PO-310518	4,319.65
165691	ONE STOP BINDERY	PO-310123	1,675.00
165692	PACWEST AIR FILTER	PO-310342	7,433.32
165693	PITNEY BOWES/PRESORT SERVICES	PO-310127	547.33
165694	PREMIERE WATER SERVICES	PO-310162	1,025.00
165695	PRIORITY MAILING SYSTEMS	PO-310114	554.96
165696	SMART & FINAL	PO-310140	430.96
		PV-120084	53.09
165697	SPARKLETTS	CL-010407	29.70
		PV-120086	31.44
165698	SPICERS PAPER CO	PO-310277	3,230.10
165699	STAPLES ADVANTAGE	PO-310124	23.74
165700	TARGETSUCCESS	PO-310473	3,942.32
165701	THYSSENKRUPP ELEVATOR CORP	PO-310346	239.00
165702	UNIQUE SWEEPING	PO-310559	252.00
165703	WAXIE	PO-310363	2,587.06
165704	BENS ASPHALT	PO-310644	5,294.00
165705	CA DEPT OF ED	CL-011853	8,791.29
165706	CAPISTRANO LAGUNA BEACH ROP	CL-011851	18,031.83
165707	CONSOLIDATED ELECT DISTR	PO-310545	6,066.32
165708	PACIFIC MOBILE HOME CONS	CL-011479	2,855.85
		CL-011876	7,392.00
165709	PACIFIC PLUMBING COMPANY OF	CL-011490	150.25
165710	PACIFIC ROOFING SYSTEMS	CL-011482	883.25
		CL-011483	5,606.25
165711	SANTA MARGARITA FORD	PO-305041	21,648.05
165712	TANDUS FLOORING INC.	CL-011488	1,361.20
165713	PACIFIC ROOFING SYSTEMS	PO-310511	42,547.50
165714	CAPISTRANO UNIFIED SCHOOL DIST	CL-011089	7,293.60
		PO-310247	47,210.31
165715	CORVEL CORPORATION	PO-310025	25,607.71
165716	BERGMAN & DACEY INC	CL-010451	5,625.00
165717	CITY OF SAN JUAN CAPISTRANO	CL-010355	15,804.16
165718	MOULTON NIGUEL WATER	CL-011862	3,494.27
		CL-011881	5,217.26
165719	SAN DIEGO GAS & ELECTRIC	CL-011878	50,460.51
165720	SANTA MARGARITA WATER	CL-010364	18,366.23
165721	SO CAL GAS CO	CL-010365	2,148.94
165722	SOLAG / CR&R	PO-310350	25,698.82

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2011-12 =====\*  
Board of Trustees Meeting.....08/08/11

Warrant Number	Name of Payee	Reference Number	Amount
165723	APPLE COMPUTER INC	CL-011203	23,875.26
		CL-011204	5,999.02
		CL-011205	29,032.14
		CL-011213	6,700.76
		CL-011217	12,165.01
		CL-011218	1,384.16
		CL-011219	623.70
		CL-011220	774.86
		CL-011224	1,210.11
		CL-011225	766.16
165724	DELL MARKETING L P	CL-010115	833.21
		CL-010116	277.74
		CL-010117	486.04
		CL-010120	69.43
		CL-010121	207.72
		CL-010124	99.94
		CL-010548	69.43
		CL-010557	195.74
		CL-011240	203.10
		CL-011241	44.58
		CL-011242	306.00
		CL-011246	89.78
		CL-011252	53,478.33
		CL-011253	1,668.40
		CL-011856	652.98
		CL-011857	1,677.24
		CL-011858	1,560.91
		PO-310020	50,930.33
165725	A Z BUS SALES INC	PO-310563	191.38
		PO-310689	62.70
165726	A2Z SIGN CO.	CL-011724	499.98
165727	ACETEC SECURITY SYSTEMS	PO-310328	5,967.00
165728	ALISO NIGUEL AUTO CARE	PO-310569	43.41
165729	ASSOC BUSINESS PRODUCTS	PO-310231	80.81
165730	BARRETT-ROBINSON INC	PO-310330	371.00
165731	BOYCE INDUSTRIES	PO-310292	636.83
165732	CINTAS CORP	PO-310339	695.54
165733	CONTRACT PAPER GROUP INC.	PO-310546	23,052.89
165734	DANBRU WIRE & CABLE INC	PO-310109	410.64
		PO-310332	1,678.42
165735	EDUPOINT EDUCATIONAL SYSTEMS	PO-310112	35,714.22
165736	FACTORY MOTOR PARTS	PO-310590	122.70
165737	FLEET SERVICE SPECIALIST LLC	PO-310589	726.16
165738	FREEWAY AUTO SUPPLY & MACHINE	PO-310529	8.74
165739	FRICTION MATERIALS CO.	PO-310588	1,904.39

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2011-12 =====\*  
Board of Trustees Meeting.....08/08/11

Warrant Number	Name of Payee	Reference Number	Amount
165740	JOHNSTONE SUPPLY	CL-011729	543.75
165741	KELLY PAPER COMPANY	PO-310113	2,375.55
165742	KNORR SYSTEMS INC	CL-011861	580.00
165743	LAWNMOWERS ETC	PO-310327	2,308.85
165744	DEPT OF SOCIAL SERVICES	PO-310937	440.00
165745	ACTION LEARNING SYSTEMS INC	CL-011566	676.00
		CL-011568	1,196.00
		CL-011569	3,510.00
		CL-011570	1,279.20
		CL-011572	461.50
165746	CABE	CL-011626	450.00
		CL-011627	150.00
165747	HARBOTTLE LAW GROUP	CL-011598	4,255.63
165748	HAYES, DR. GILLIAN	CL-011265	5,000.00
165749	HENRY, VALERIE	CL-010978	3,850.00
		CL-011304	150.00
165750	MOORE, KIM	PV-120083	609.33
165751	NAVIRA, ANDREA	CL-011606	905.75
165752	PEARSON K-12 CURRICULUM	CL-011288	3,500.00
165753	PROFESSIONAL TUTORS OF AMERICA	CL-011879	6,037.50
165754	SADDLEBACK VLY SCH DIST	CL-011762	49,200.00
165755	SELPA ADMINISTRATORS OF CALIF	PO-310684	600.00
165756	SEVELLE, LANI	CL-011612	1,362.82
165757	TEACH N TUTOR INC	CL-011614	3,036.70
		CL-011765	4,132.80
165758	TEXAS IB SCHOOLS	PO-310713	3,000.00
165759	VAVRINEK TRINE DAY & CO LLP	CL-010586	8,467.50
		CL-010587	13,942.00
		CL-011617	503.03
		CL-011618	4,721.80
165760	YMCA OF ORANGE COUNTY	CL-011834	10,063.61
165761	MATHERI, EVELYN	PV-120081	5.00
165762	PEARSON, ROBYN	PV-120082	10.00
165763	ALLBEE, LINDSAY	PV-120076	200.00
165764	BAYLES, KATHLEEN	PV-120077	285.00
165765	BRENNAN, JULIE	PV-120078	300.00
165766	GOGICHAYEVA, OKSANA	PV-120079	24.28
165767	LEETCH, STEPHEN TYLER	PV-120080	41.13
165768	BEATTY, LAUREN	CL-011866	72.00
165769	HEINBAUGH, HEIDI	CL-011867	64.00
165770	KANY, SHAWN	CL-011869	65.00
165771	PAVONCELLI, LUCA	CL-011868	65.00
165772	SANCHEZ, JENNIFER	CL-011870	19.00
165773	ZELEZNIK, LILY	CL-011871	72.00
165774	ANDRUS, JANET	CL-011369	8.16

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2011-12 =====\*  
Board of Trustees Meeting.....08/08/11

Warrant Number	Name of Payee	Reference Number	Amount
165775	BROWN, SUSAN L.	CL-011826	79.56
165776	BROWNE, CAROLE	CL-011827	14.28
165777	CARTER, SHEREE	CL-011828	84.66
165778	CROSS, MINDY	CL-011829	180.05
165779	CURLEY, JULIE	CL-011383	8.16
165780	HALL, SHEILA	CL-011830	280.50
165781	HARRIS, ROBERT	CL-011831	44.88
165782	NGUYEN, MYLINH	CL-011832	83.64
165783	WHALEN, ANDREA	CL-011833	174.93
165784	DISCOUNT OFFICE SERVICES	PO-310150	128.63
165785	JOHNSTONE SUPPLY	PO-310337	2,674.68
165786	W W GRAINGER INC	PO-310577	879.01
165787	DEPARTMENT OF JUSTICE	CL-011015	1,558.00
		CL-011880	409.00
165788	ANTONIUS, LYNDIA	CL-011429	169.00
165789	DE ACUTIS, LISA	CL-011528	184.00
165790	JOCHAM, SARA	PV-120088	400.33
165791	STERNBERG, JOAN	CL-011428	184.00
165792	VIF PROGRAM/IB	PV-120089	1,400.00
165793	ALL-STAR FOOTBALL	PV-120091	160.00
165794	BACK TO BASICS BASKETBALL	PV-120093	1,880.00
165795	BLUE CREW BASEBALL CAMP,THE	PV-120092	8,520.00
165796	BRAIN BUILDERS EDUC PROGRAMS	PV-120095	3,381.00
165797	RED & BLACK BASKETBALL	CL-011552	12,376.00
165798	SC CHAMPIONSHIP VOLLEYBALL	PV-120094	4,440.00
1,079 Warrants			\$13,547,937.27

Board of Trustees Purchase Order Listing

\*===== Fiscal Year: 2011-12 =====\*

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

**MELLO ROOS**

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

PO No.	Fund	Vendor	Description	Amount
5001	87	COMMERCIAL FENCE & IRON WORKS	IntHouse/Fac Acq /CVHS	14,966.00
5002		VOID	VOID	0.00
5003		VOID	VOID	0.00
5004		VOID	VOID	0.00
5005		VOID	VOID	0.00
5006	92	DELL COMPUTER	F&EInstl/Fac Acq /Tesoro	23,532.62
5007		VOID	VOID	0.00
5008		VOID	VOID	0.00
5009	87	PJHM ARCHITECTS INC	BI:Arch /Fac Acq /FNMS	12,250.00
5010	87	EDENCO INC.	CnsMgFee/Fac Acq /CVHS	23,100.00
5011	87	EDGE DEVELOPMENT INC	BI:Const/Fac Acq /CVHS	11,975,007.00
5012	88	US BANK NATIONAL ASSOCIATION	Serv&Op /Fac Acq /Dstrctwd	4,480.00
5013	87	TEL-TEC SECURITY SYSTEMS INC.	NonCapEq/Fac Acq /CVHS	7,216.06

7 Purchase Orders \$12,060,551.68

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

MELLO ROOS

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

PO No.	Fund	Vendor	Description	Amount
5003	91	US BANK NATIONAL ASSOCIATION	Serv&Op /Fac Acq /Dstrctwd	3,350.00
5004	98	US BANK NATIONAL ASSOCIATION	Serv&Op /Fac Acq /Dstrctwd	5,725.00
5005	93	US BANK NATIONAL ASSOCIATION	Serv&Op /Fac Acq /Dstrctwd	4,205.00
5006		VOID	VOID	0.00
5007	98	EDENCO INC.	CnsMgFee/Fac Acq /SJHHS	3,300.00
5008	98	PJHM ARCHITECTS INC	BI:Arch /Fac Acq /SJHHS	45,688.23
5 Purchase Orders				\$62,268.23

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

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

PO No.	Fund	Vendor	Description	Amount
306172	1	BOWIE ARNESON WILES &	Legal /FacPlann/Dstrctwd	16,113.50
306173	1	ULINE	SpplsNonI/Warehse /Dstrctwd	250.50
306174	1	CASBO	CnfrNonI/SuppSvcs/Dstrctwd	4,300.00
306175	70	CARLOS GUZMAN INC	Serv&Op /Enterprs/Dstrctwd	1,500.00
306176	1	NILES BIOLOGICAL	InstMtls/Instrctn/Dstrctwd	550.00
306177	1	ORANGE COUNTY REGISTER	Serv&Op /Bus/Fisc/Dstrctwd	136.00
306178	1	JOSTENS	InstMtls/Instrctn/Dstrctwd	200.00
306179	1	HERITAGE SCHOOLS INC	Residtl /NPS /Dstrctwd	499.53
306180	1	DEPT OF GENERAL SERVICES	Serv&Op /Prsnl:HR/Dstrctwd	1,755.00
306181	1	UNION BANK OF CALIFORNIA	PARS /Undesig /Dstrctwd	20,000.00
306182	1	JOSTENS	InstMtls/Instrctn/ANHS	42.67
306183	1	YELLOWSTONE BOYS & GIRLS RANCH	Sub MHBC/NPS /Dstrctwd	6,510.00
306184	1	WATERLINES TECHNOLOGIES INC	SpplsNonI/RR:Bldgs/Dstrctwd	1,989.30
306185	1	SIMPLEX GRINNELL LP	Rntl:Oth/RR:Bldgs/Dstrctwd	2,431.00
306186	1	GANAHL LUMBER	SpplsNonI/RR:Bldgs/Dstrctwd	2,129.33
306187	1	WESTERN ILLUMIN PLASTIC	SpplsNonI/RR:Bldgs/Dstrctwd	333.48
306188	1	MISSION VIEJO GLASS	SpplsNonI/RR:Bldgs/Dstrctwd	3,805.42
306189	1	WATERLINES TECHNOLOGIES INC	SpplsNonI/RR:Bldgs/Dstrctwd	1,702.71
306190		VOID	VOID	0.00
306191	1	SAF-COM SUPPLY	NonCapEq/RR:Bldgs/Dstrctwd	1,615.75
306192	1	ORANGE COUNTY PUMP CO	NonCapEq/RR:Bldgs/Dstrctwd	1,319.41
306193	1	MILLER MECHANICAL	Rntl:Oth/RR:Bldgs/Dstrctwd	761.84
306194	69	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	170.00
306195	12	SPARKLETTES	SpplsNonI/Sch Adm /Dstrctwd	200.00
306196	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/ArroyoMS	25.00
306197	11	CAPISTRANO LAGUNA BEACH ROP	Tr Intfd/Instrctn/Dstrctwd	30.00
306198	1	ACTION LEARNING SYSTEMS INC	Serv&Op /Instrctn/Dstrctwd	6,000.00
306199	1	ACTION LEARNING SYSTEMS INC	Serv&Op /Instrctn/Dstrctwd	2,000.00
306200	1	MOORE'S SEWING MACHINE	SpplsNonI/Sch Adm /FNMS	296.62
306201	1	MULTIPLE MEASURES LLC	Serv&Op /PuplTest/Dstrctwd	9,600.00
306202	1	CAMPCO	Subagrmt/Instrctn/Las Palm	2,412.50
306203	1	STUTZ ARTIANO SHINOFF & HOLTZ	Legal /Supt /Dstrctwd	43,538.09
306204		VOID	VOID	0.00
306205	12	DEPT OF SOCIAL SERVICES	Serv&Op /Sch Adm /Dstrctwd	440.00
306206	1	GRANT LINK	Serv&Op /SupvAdmn/Dstrctwd	1,600.00
306207	1	W W GRAINGER INC	SpplsNonI/Custodil/Dstrctwd	15,023.00
306208	1	STAPLES ADVANTAGE	SpplsNonI/Sch Adm /NHMS	40.51
306209	25	PUHM ARCHITECTS SOUTHWEST INC	BI:Arch /Fac Acq /Dstrctwd	1,500.00
306210	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/Oak Grv	32,860.00
306211	1	CREATIVE IMAGES	SpplsNonI/Pub Info/Dstrctwd	739.50
306212	1	DANA HILLS HIGH SCHOOL - ASB	InstMtls/Instrctn/DHHS	2,346.57
306213	1	CVHS ASB	InstMtls/Instrctn/CVHS	2,098.11
306214	1	ALISO NIGUEL HIGH SCH ASB	InstMtls/Instrctn/ANHS	1,104.27
306215	1	TESORO HIGH SCHOOL ASB	InstMtls/Instrctn/Tesoro	1,752.00
306216	1	SAN JUAN HILLS HS ASB	InstMtls/Instrctn/SJHHS	1,325.12

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

PO No.	Fund	Vendor	Description	Amount
306217	1	SAN CLEMENTE HIGH SCHOOL ASB	InstMtls/Instrctn/SCHS	4,665.53
306218	1	ORANGE COUNTY REGISTER	Serv&Op /FacPlann/Dstrctwd	232.00
306219		VOID	VOID	0.00
306220	1	SAN DIEGO ENERGY EFFICIENT	SpplsNonI/RR:Bldgs/Dstrctwd	4,518.50
306221	1	MOORE'S SEWING MACHINE	Rntl:Oth/RR:Bldgs/Dstrctwd	595.00
306222	1	KNORR POOL SYSTEMS INC	SpplsNonI/RR:Bldgs/Dstrctwd	128.00
306223	1	CAESAR'S APPLIANCE	Rntl:Oth/RR:Bldgs/Dstrctwd	111.46
306224	1	JOHNSTONE SUP OF ANAHEIM	SpplsNonI/RR:Bldgs/Dstrctwd	10,410.39
306225	1	HOBART SERVICE	Rntl:Oth/RR:Bldgs/Dstrctwd	407.24
306226	1	WATERLINES TECHNOLOGIES INC	SpplsNonI/RR:Bldgs/Dstrctwd	2,190.30
306227	1	BEE MAN	Rntl:Oth/RR:Bldgs/Dstrctwd	685.00
306228	1	GANAHL LUMBER	SpplsNonI/RR:Bldgs/Dstrctwd	3,164.61
306229	1	JOHNSTONE SUP OF ANAHEIM	SpplsNonI/RR:Bldgs/Dstrctwd	1,219.61
306230	1	TESORO HIGH SCHOOL ASB	InstMtls/Instrctn/Tesoro	745.38
306231	1	PRUDENTIAL OVERALL SUPPLY	SpplsNonI/Grph Art/Dstrctwd	503.46
306232	1	MOORE'S SEWING MACHINE	Rntl:Oth/RR:Bldgs/Dstrctwd	2,706.17
306233	1	SPARTAN TOOL DIVISION	SpplsNonI/RR:Bldgs/Dstrctwd	291.01
306234	1	UNIQUE SWEEPING	Rntl:Oth/PuplTran/Dstrctwd	150.00
306235	1	ORANGE COUNTY REGISTER	SpplsNonI/Pub Info/Dstrctwd	155.76
306236	1	SPICERS PAPER CO	SpplsNonI/Grph Art/Dstrctwd	1,933.98
306237	1	ORANGE COUNTY REGISTER	Serv&Op /Purch /Dstrctwd	50.00
306238	1	PJHM ARCHITECTS SOUTHWEST INC	BI:Arch /Fac Acq /SCHS	4,886.00
306239	1	CAPISTRANO LAGUNA BEACH ROP	Teachers/Instrctn/SCHS	10,741.22
306240	1	CAPISTRANO LAGUNA BEACH ROP	Teachers/Instrctn/SCHS	10,969.73
306241	1	VERIZON WIRELESS	SpplsNonI/TIS /Dstrctwd	216.56
306242	1	WATERLINES TECHNOLOGIES INC	SpplsNonI/RR:Bldgs/Dstrctwd	5,962.30
306243	1	W W GRAINGER INC	SpplsNonI/RR:Bldgs/Dstrctwd	17,234.00
306244	1	GANAHL LUMBER	SpplsNonI/RR:Bldgs/Dstrctwd	252.38
306245	1	MUNICIPAL UNDERGROUND SERVICES	Rntl:Oth/RR:Bldgs/Dstrctwd	4,497.50
306246	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	5,606.25
306247	1	MISSION VIEJO GLASS	SpplsNonI/RR:Bldgs/Dstrctwd	2,200.00
306248	1	SIMPLEX GRINNELL LP	Rntl:Oth/RR:Bldgs/Dstrctwd	2,909.24
306249	1	THYSSEN ELEVATOR CORPORATION	Rntl:Oth/RR:Bldgs/Dstrctwd	1,750.00
306250	1	WHITE CAP INDUSTRIES INC	SpplsNonI/RR:Bldgs/Dstrctwd	1,542.97
306251	1	SIMPLEX GRINNELL LP	SpplsNonI/RR:Bldgs/Dstrctwd	302.19
306252	1	SUPPLY LINE BUILDING MATERIALS	SpplsNonI/RR:Bldgs/Dstrctwd	32.55
306253		VOID	VOID	0.00
306254	1	THYSSEN ELEVATOR CORPORATION	Rntl:Oth/RR:Bldgs/Dstrctwd	210.00
306255		VOID	VOID	0.00
306256	1	SPORTS FACILITIES GROUP INC	Serv&Op /RR:Bldgs/Dstrctwd	3,575.00
306257	1	JOHNSTONE SUP OF ANAHEIM	SpplsNonI/Op:Grnds/Dstrctwd	12,172.54
306258	1	DENAULT'S HARDWARE	SpplsNonI/RR:Bldgs/Dstrctwd	40.68
306259		VOID	VOID	0.00
306260	1	SMARDAN SUPPLY COMPANY	SpplsNonI/RR:Bldgs/Dstrctwd	701.48

83 Purchase Orders \$313,712.72



Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2011-12 =====\*  
Board of Trustees Meeting.....AUGUST 8, 2011

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

PO No.	Fund	Vendor	Description	Amount
310247	69	CAPISTRANO UNIFIED SCHOOL DIST	Serv&Op /Enterprs/Dstrctwd	4,000,000.00
310248	1	SCHOOL IMPROVEMENT NETWORK	Serv&Op /SupvAdmn/Dstrctwd	15,435.00
310249	1	TIME FOR KIDS	InstMtls/Instrctn/MFMS	756.00
310250	1	AUDIOLOGY ILLUSTRATED	SpplsNonI/Spch Aud/Dstrctwd	94.20
310251	1	AUDITEC OF ST. LOUIS	SpplsNonI/Spch Aud/Dstrctwd	144.34
310252	1	AUDIOMETRICS	SpplsNonI/Spch Aud/Dstrctwd	568.75
310253	1	CIMO, GAIL	Residtl /NPS /Dstrctwd	2,100.00
310254	1	HARRIS, SUE & ALEX	Residtl /NPS /Dstrctwd	2,100.00
310255	1	AURIEMMA, JON AND/OR NICK	Residtl /NPS /Dstrctwd	2,100.00
310256	1	CLIFFORD, JACK AND/OR SUSAN	Residtl /NPS /Dstrctwd	2,100.00
310257	1	ALPINE ACADEMY	Residtl /NPS /Dstrctwd	1,920.00
			Sub MHBC/NPS /Dstrctwd	5,105.70
310258	1	CHILEDIA	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	8,885.16
			Sub MHBC/NPS /Dstrctwd	76,494.00
310259	1	SHARIFI, NOAH & CASEY	Serv&Op /PuplTran/Dstrctwd	285.09
310260	1	ERIC BROUGHAM AND/OR	Residtl /NPS /Dstrctwd	2,100.00
310261	1	PIERSON, CHRISTOPHER	Residtl /NPS /Dstrctwd	2,100.00
310262	1	DYSART, RUSS	Residtl /NPS /Dstrctwd	700.00
310263	1	OKIN, BARBARA & STUART	Residtl /NPS /Dstrctwd	2,100.00
310264	1	HAHN, ERIC AND/OR PATRICIA	Residtl /NPS /Dstrctwd	2,100.00
310265	1	FRIEHLING, JAY AND BERNICE	Residtl /NPS /Dstrctwd	2,100.00
310266	1	KANE, DEAN AND SEPTEMBER	Residtl /NPS /Dstrctwd	2,100.00
310267	1	PRESLEY, EDWARD AND/OR DONNA	Residtl /NPS /Dstrctwd	2,100.00
310268	1	TERAN, KARINA	Residtl /NPS /Dstrctwd	2,100.00
310269	1	RANGEL-FRIEDMAN, DEBORAH	Residtl /NPS /Dstrctwd	2,100.00
310270	1	ALPINE ACADEMY	Residtl /NPS /Dstrctwd	1,920.00
			Sub MHBC/NPS /Dstrctwd	5,105.70
310271	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	11,897.00
310272	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	6,617.00
310273	1	HERITAGE SCHOOLS INC	Residtl /NPS /Dstrctwd	24,174.00
			Sub MHBC/NPS /Dstrctwd	80,549.28
310274	1	DEVEREUX - VICTORIA	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	8,991.00
			Sub MHBC/NPS /Dstrctwd	64,416.00
310275	1	DEVEREUX CLEO WALLACE	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	6,376.00
			Sub MHBC/NPS /Dstrctwd	75,019.02
310276	1	ROZENBERG, ABBY	NPA /NPA /Dstrctwd	15,750.00
310277	1	SPICERS PAPER CO	SpplsNonI/Grph Art/Dstrctwd	75,000.00
310278	1	LEARNING LINKS	InstMtls/Instrctn/Dstrctwd	199.26
310279	1	ESCO EAR SERVICE CORP	Serv&Op /HlthServ/Dstrctwd	119.00
310280	1	DAKTRONICS INC	Rntl:Oth/Sch Adm /SMS	515.00

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PO No.	Fund	Vendor	Description	Amount
310281	1	PERFECT SEAL LABORATORIES	SpplsNonI/HlthServ/Dstrctwd	95.14
310282	1	MISSION VIEJO GLASS	SpplsNonI/RR:Bldgs/Dstrctwd	15,000.00
310283	1	1ST JON	Rntl:Oth/RR:Bldgs/Dstrctwd	4,000.00
310284	1	AUDIOMETRICS	SpplsNonI/HlthServ/Dstrctwd	171.81
310285	1	PRO-ED	InstMtls/SE0thIns/Dstrctwd	128.75
310286	1	S & S WORLDWIDE	InstMtls/SE0thIns/Dstrctwd	384.91
310287		VOID	VOID	0.00
310288	1	TIME FOR KIDS	InstMtls/Instrctn/Malcom	1,524.60
310289	1	LOCAL JANITORIAL & VACUUM	SpplsNonI/Custodil/Dstrctwd	10,000.00
310290	1	RON T SERVICES	Rntl:Oth/Custodil/Dstrctwd	2,000.00
310291	1	SO COAST DISTRIBUTING CO	SpplsNonI/Custodil/Dstrctwd	5,000.00
310292	1	BOYCE INDUSTRIES	Rntl:Oth/Custodil/Dstrctwd	10,000.00
310293	1	ABATEC INC	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
310294	1	BEE MAN	Rntl:Oth/RR:Bldgs/Dstrctwd	15,000.00
310295	1	COMMERCIAL FENCE & IRON WORKS	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
310296	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
310297	1	DAY LITE MAINTENANCE	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
310298	1	GILBERT & STEARNS INC	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
310299	1	MUNICIPAL UNDERGROUND SERVICES	Rntl:Oth/RR:Bldgs/Dstrctwd	15,000.00
310300	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
310301	1	PACIFIC PLUMBING COMPANY OF	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
310302	1	SOUTHERN CA BOILER INC	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
310303	1	SADDLEBACK MATERIALS COMPANY	SpplsNonI/Op:Grnds/Dstrctwd	1,500.00
310304	1	BAVCO	Rntl:Oth/Op:Grnds/Dstrctwd	10,000.00
310305	1	CARMEUSE INDUSTRIAL SANDS	SpplsNonI/Op:Grnds/Dstrctwd	7,500.00
310306	1	COOK EQUIPMENT COMPANY OF	Rntl:Oth/Op:Grnds/Dstrctwd	5,000.00
310307	1	DITCH WITCH OF SO CALIF	Rntl:Oth/Op:Grnds/Dstrctwd	1,000.00
310308	1	DOHENY BUILDERS SUPPLY	SpplsNonI/Op:Grnds/Dstrctwd	3,000.00
310309	1	GANAHL LUMBER	SpplsNonI/Op:Grnds/Dstrctwd	5,000.00
310310	1	HIRSCH PIPE & SUPPLY	SpplsNonI/Op:Grnds/Dstrctwd	7,500.00
310311	1	ITO NURSERY	SpplsNonI/Op:Grnds/Dstrctwd	5,000.00
310312	1	SUNSTATE EQUIPMENT COMPANY	Rntl:Oth/Op:Grnds/Dstrctwd	2,500.00
310313	1	UNITED RENTALS	Rntl:Oth/Op:Grnds/Dstrctwd	10,000.00
310314	1	WELLS SUPPLY	SpplsNonI/Op:Grnds/Dstrctwd	500.00
310315	1	WESTERN EXTERMINATORS	Rntl:Oth/Op:Grnds/Dstrctwd	7,500.00
310316	1	WESTERN PACIFIC PUMP SALES	Rntl:Oth/Op:Grnds/Dstrctwd	7,500.00
310317	1	WHITE CAP INDUSTRIES INC	SpplsNonI/Op:Grnds/Dstrctwd	3,000.00
310318	1	TARGET SPECIALTY PROD	SpplsNonI/Op:Grnds/Dstrctwd	20,000.00
310319	1	STEWART AND ASSOC	Rntl:Oth/Op:Grnds/Dstrctwd	50,000.00
310320	1	SO COUNTY PROTECTIVE WEAR	SpplsNonI/Op:Grnds/Dstrctwd	20,000.00
310321	1	SIERRA SOIL	SpplsNonI/Op:Grnds/Dstrctwd	20,000.00
310322	1	ARTESIA SAWDUST	SpplsNonI/Op:Grnds/Dstrctwd	20,000.00
310323	1	CAPISTRANO GOLF CARS	Rntl:Oth/Op:Grnds/Dstrctwd	20,000.00
310324	1	EBERHARD EQUIPMENT	Rntl:Oth/Op:Grnds/Dstrctwd	25,000.00
310325	1	HYDRO-SCAPE PRODUCTS INC	SpplsNonI/Op:Grnds/Dstrctwd	25,000.00
310326	1	JOHN DEERE LANDSCAPES	SpplsNonI/Op:Grnds/Dstrctwd	35,000.00
310327	1	LAWNMOWERS ETC	Rntl:Oth/Op:Grnds/Dstrctwd	70,000.00
310328	1	ACETEC SECURITY SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	30,000.00
310329	14	BENS ASPHALT	Rntl:Oth/RR:Bldgs/LRMS	50,000.00
310330	1	BARRETT-ROBINSON INC	Rntl:Oth/RR:Bldgs/Dstrctwd	25,000.00

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310331	1	CLARK SECURITY PRODUCTS	SpplsNonI/RR:Bldgs/Dstrctwd	30,000.00
310332	1	DANBRU WIRE & CABLE INC	SpplsNonI/RR:Bldgs/Dstrctwd	25,000.00
310333	1	DUNN-EDWARDS CORP	SpplsNonI/RR:Bldgs/Dstrctwd	50,000.00
310334	1	GANAHL LUMBER	SpplsNonI/RR:Bldgs/Dstrctwd	50,000.00
310335	1	GLEN PRODUCTS	SpplsNonI/RR:Bldgs/Dstrctwd	25,000.00
310336	1	HIRSCH PIPE & SUPPLY	SpplsNonI/RR:Bldgs/Dstrctwd	50,000.00
310337	1	JOHNSTONE SUP OF ANAHEIM	SpplsNonI/RR:Bldgs/Dstrctwd	50,000.00
310338	1	IMAGE 2000	Rntl:Oth/RR:Bldgs/Dstrctwd	40,000.00
310339	1	CINTAS CORP	SpplsNonI/RR:Bldgs/Dstrctwd	40,000.00
310340	1	LAKESHORE LEARNING MATERIALS	SpplsNonI/RR:Bldgs/Dstrctwd	30,000.00
310341	1	ORANGE COUNTY PUMP CO	Rntl:Oth/RR:Bldgs/Dstrctwd	20,000.00
310342	1	PACWEST AIR FILTER	SpplsNonI/RR:Bldgs/Dstrctwd	50,000.00
310343	14	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/Palisade	20,000.00
310344	1	WATERLINES TECHNOLOGIES INC	SpplsNonI/RR:Bldgs/Dstrctwd	150,000.00
310345	1	SPORTS FACILITIES GROUP INC	Rntl:Oth/RR:Bldgs/Dstrctwd	50,000.00
310346	1	THYSSEN ELEVATOR CORPORATION	Rntl:Oth/RR:Bldgs/Dstrctwd	20,000.00
310347	1	KNORR POOL SYSTEMS INC	SpplsNonI/RR:Bldgs/Dstrctwd	40,000.00
310348	1	SMARDAN SUPPLY COMPANY	SpplsNonI/RR:Bldgs/Dstrctwd	40,000.00
310349	1	CAPISTRANO GOLF CARS	Rntl:Oth/Custodil/Dstrctwd	20,000.00
310350	1	SOLAG / CR&R	Op&Hskpg/Opr:Util/Dstrctwd	75,000.00
310351	1	COUNTY OF ORANGE-WASTE MNGT	Op&Hskpg/Opr:Util/Dstrctwd	25,000.00
310352	1	SO CA GAS CO	Op&Hskpg/Opr:Util/Dstrctwd	500,000.00
310353	1	SOUTHERN CALIFORNIA EDISON	Op&Hskpg/Opr:Util/Dstrctwd	1,200,000.00
310354	1	SAN DIEGO GAS & ELECTRIC	Op&Hskpg/Opr:Util/Dstrctwd	5,000,000.00
310355	1	SO COAST WATER DIST	Op&Hskpg/Opr:Util/Dstrctwd	150,000.00
310356	1	KEY GOVERNMENT FINANCE INC	Debt Ser/Dbt Serv/Dstrctwd	489,625.60
310357	1	SANTA MARGARITA WATER	Op&Hskpg/Opr:Util/Dstrctwd	250,000.00
310358	1	MOULTON NIGUEL WATER	Op&Hskpg/Opr:Util/Dstrctwd	300,000.00
310359	1	CITY OF SAN CLEMENTE	Op&Hskpg/Opr:Util/Dstrctwd	300,000.00
310360	1	CAPO VALLEY WATER DIST	Op&Hskpg/Opr:Util/Dstrctwd	300,000.00
310361	1	AT&T	Cmmnctns/DW Unrst/Dstrctwd	1,500.00
310362	1	AT&T LONG DISTANCE	Cmmnctns/DW Unrst/Dstrctwd	1,750.00
310363	1	WAXIE	SpplsNonI/Custodil/Dstrctwd	100,000.00
310364	1	AT&T-CALNET2	Cmmnctns/DW Unrst/Dstrctwd	300,000.00
310365	1	UNITED STATES POSTAL SERVICE	Cmmnctns/Warehse /Dstrctwd	155,000.00
310366	1	UNITED RENTALS	SpplsNonI/Warehse /Dstrctwd	200.00
310367	1	PITNEY BOWES CREDIT CORP	Rntl:Oth/Warehse /Dstrctwd	2,032.00
310368	1	RENAISSANCE LEARNING	InstMtls/SEOthIns/Dstrctwd	196.30
310369	1	RENAISSANCE LEARNING INC	InstMtls/SEOthIns/Dstrctwd	347.47
310370		VOID	VOID	0.00
310371	1	WEEKLY READER/PUBL & SUB	InstMtls/Instrctn/Malcom	168.12
310372	1	WEISS MD, DR SIDNEY	CnsltNon/HlthServ/Dstrctwd	2,000.00
310373	1	T DAVIS & ASSOCIATES INC	CnsltNon/Security/Dstrctwd	25,000.00
			Subagrmt/Security/Dstrctwd	10,000.00
310374	68	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	286.43
310375	68	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	286.43
310376	1	GEIGER	SpplsNonI/Sch Adm /Del Obis	280.13
310377	1	BLIND CHILDRENS LEARNING CTR	NPA /NPA /Dstrctwd	10,000.00
310378		VOID	VOID	0.00
310379	1	OWEN, DR JEFFREY S	CnsltNon/PsychSer/Dstrctwd	25,000.00

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310380	1	ASCD	InstMtls/Instrctn/BAMS	194.32
310381	1	CRARY, BRENDA	CnsltNon/GuidCnsl/Dstrctwd	18,000.00
310382	1	EDGEWOOD PRESS INC	InstMtls/Instrctn/LadraElm	886.31
310383	1	DELL COMPUTER	Serv&Op /TIS /Dstrctwd	9,003.22
310384	1	EAGLE SOFTWARE	Rnt&Repr/TIS /Dstrctwd	78,400.00
310385	1	DELL COMPUTER	F&EInstl/TIS /Dstrctwd	34,068.49
310386	1	SCHOOL LOOP	Serv&Op /TIS /Dstrctwd	86,155.30
310387	1	BROOKES PUBLISHING CO, PAUL H	InstMtls/Instrctn/Las Palm	257.23
310388	1	ORANGE COUNTY SCH BOARDS ASSN	Dues&Mmb/Supt /Dstrctwd	125.00
310389	1	HASLER INC.	Rntl:Oth/Warehse /Dstrctwd	1,546.44
310390	1	PRINT FINISH SOULUTIONS	Rntl:Oth/Grph Art/Dstrctwd	4,950.00
310391	1	MAILFINANCE INC DBA	Rntl:Oth/Warehse /Dstrctwd	10,879.44
310392	1	PRIORITY MAILING SYSTEMS	Rntl:Oth/Warehse /Dstrctwd	3,271.40
310393	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	255.78
310394	1	PC MALL GOV	Serv&Op /SupvAdmn/Dstrctwd	244.80
310395	1	CDWG Inc	SplsNonI/TIS /Dstrctwd	2,500.00
310396	1	DELL COMPUTER	SplsNonI/TIS /Dstrctwd	1,000.00
310397	1	APPLE COMPUTER INC	SplsNonI/TIS /Dstrctwd	750.00
310398	1	PRESS TECH	Rntl:Oth/Grph Art/Dstrctwd	5,000.00
310399	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/AVMS	2,000.00
310400	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/AVMS	750.00
			SplsNonI/Sch Adm /AVMS	750.00
310401	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Lobo	1,500.00
310402	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /Lobo	1,600.00
310403	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Barcelon	4,000.00
310404	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/RH Dana	1,000.00
			SplsNonI/Sch Adm /RH Dana	1,000.00
310405	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/HankeyMS	1,500.00
310406	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/MFMS	1,000.00
310407	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/MFMS	1,000.00
310408	1	STAPLES ADVANTAGE	InstMtls/Instrctn/MFMS	200.00
310409	1	STAPLES ADVANTAGE	InstMtls/Instrctn/AVMS	1,000.00
			SplsNonI/Sch Adm /AVMS	1,000.00
310410	1	STAPLES ADVANTAGE	InstMtls/Instrctn/ANHS	3,000.00
310411	1	PSYCHEMEDICS CORPORATION	Serv&Op /Prsnl:HR/Dstrctwd	2,500.00
310412	1	SOUTH COAST MEDICAL CENTER	Serv&Op /Prsnl:HR/Dstrctwd	2,000.00
310413	1	SOUTH COAST MEDICAL GROUP	Serv&Op /Prsnl:HR/Dstrctwd	4,000.00
310414	12	SMART & FINAL IRIS #399	InstMtls/Instrctn/Dstrctwd	3,000.00
310415	1	SMART & FINAL IRIS #399	SplsNonI/SupvAdmn/Dstrctwd	1,000.00
310416	1	STAPLES ADVANTAGE	InstMtls/Instrctn/MFMS	8,000.00
310417	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Hankey	2,000.00
310418	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /SJHHS	15,000.00
310419	1	DISCOUNT OFFICE SERVICES	SplsNonI/SupvAdmn/Dstrctwd	3,500.00
310420	1	CINTAS	Serv&Op /Saf&Trng/Dstrctwd	1,500.00
310421	1	DISCOUNT OFFICE SERVICES	SplsNonI/Bus/Fisc/Dstrctwd	750.00
310422	1	DELL COMPUTER	NonCapEq/Enterprs/Tesoro	21,242.17
310423	1	NEW HORIZONS	CnfrNonI/StDev In/Dstrctwd	1,730.00
310424	1	WAL MART L.N.	InstMtls/Instrctn/LRMS	200.00
310425	1	WAL MART L.N.	InstMtls/Instrctn/LRMS	200.00
310426	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/LRMS	800.00

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310427	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/LRMS	500.00
310428	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Crn Vlly	1,000.00
310429	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/San Juan	8,000.00
310430	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Chaparral	8,000.00
310431	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/NHMS	8,000.00
			SpIsNonI/Sch Adm /NHMS	2,000.00
310432	1	STAPLES ADVANTAGE	InstMtls/Instrctn/DJAMS	4,000.00
310433		VOID	VOID	0.00
310434	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/OsoGrand	1,000.00
310435	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/OsoGrand	1,800.00
310436	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/OsoGrand	5,000.00
310437	13	ALSCO - AMERICAN LINEN	Laundry /FoodServ/Dstrctwd	3,200.00
310438	13	THE PLATINUM PACKAGING GROUP	Food Sup/FoodServ/Dstrctwd	11,000.00
310439	13	SMART & FINAL	Food Dry/FoodServ/Dstrctwd	1,700.00
310440	13	PLASTIC PACKAGE INC.	Food Sup/FoodServ/Dstrctwd	7,400.00
310441	13	OLD GROVE ORANGE	FdPrshbl/FoodServ/Dstrctwd	15,000.00
310442	13	NOSAJ DISPOSABLES INCORPORATED	OpSupp /FoodServ/Dstrctwd	11,500.00
310443	13	NEXTEL COMMUNICATIONS	Cmmnctns/FoodServ/Dstrctwd	2,500.00
310444	13	HOBART SERVICE	EuipRpr /FoodServ/Dstrctwd	10,000.00
310445	13	DJ CO-OPS	FoodUSDA/FoodServ/Dstrctwd	17,000.00
310446	13	ADMIRAL INSTALLATION COMPANY	Refrig /FoodServ/Dstrctwd	4,000.00
310447	13	AFFILIATED PACKAGING SPEC	EuipRpr /FoodServ/Dstrctwd	2,000.00
310448	13	AT & T	Cmmnctns/FoodServ/Dstrctwd	5,000.00
310449	13	BOYD COFFEE COMPANY	Food Dry/FoodServ/Dstrctwd	2,000.00
310450	13	TRANSILWRAP COMPANY INC.	Food Sup/FoodServ/Dstrctwd	10,000.00
310451	13	THE TOLL ROADS	CntrctFd/FoodServ/Dstrctwd	600.00
310452	1	FLAGHOUSE INC	InstMtls/SEOthIns/Dstrctwd	49.81
310453	1	SANTILLANA PUBL CO	Serv&Op /Instrctn/Barcelon	1,750.00
310454	1	SANTILLANA PUBL CO	Serv&Op /Instrctn/Lgna Nig	2,000.00
310455	1	HUMBOLDT CTY OFC OF ED	Serv&Op /SEOthIns/Dstrctwd	300.00
310456	1	SCHOOL INNOVATIONS & ADVOCACY	CnsltNon/Supt /Dstrctwd	38,000.00
310457	1	MEET THE MASTERS	CnsltIns/Instrctn/OsoGrand	7,210.45
310458	1	MEET THE MASTERS	CnsltIns/Instrctn/Lgna Nig	4,419.81
310459	1	MEET THE MASTERS	CnsltIns/Instrctn/LadraElm	6,856.76
310460		VOID	VOID	0.00
310461	1	MEET THE MASTERS	Serv&Op /Instrctn/Ambuehl	5,077.00
310462	1	MEET THE MASTERS	CnsltIns/Instrctn/Wood Cyn	3,811.34
310463	1	MEET THE MASTERS	CnsltIns/Instrctn/Las Palm	7,687.60
310464	1	DEPT OF JUSTICE	Serv&Op /Prsnl:HR/Dstrctwd	10,000.00
310465	1	SAN JOAQUIN CTY OFFICE OF EDUC	Serv&Op /Prsnl:HR/Dstrctwd	6,207.50
310466	1	SAN JUAN FAMILY HEALTH URGENT	Serv&Op /Prsnl:HR/Dstrctwd	2,500.00
310467	1	SOUTH COAST FAMILY MEDI CENTER	Serv&Op /Prsnl:HR/Dstrctwd	12,500.00
310468	1	SOUTH COAST MEDICAL GROUP	Serv&Op /Prsnl:HR/Dstrctwd	1,000.00
310469	1	ACSA FOUNDATION FOR EDUCATION	Serv&Op /Prsnl:HR/Dstrctwd	5,000.00
310470	1	BIOMETRICS4ALL INC	Serv&Op /Prsnl:HR/Dstrctwd	2,000.00
310471	1	MEET THE MASTERS	Serv&Op /Enterprs/Castille	4,245.62
310472	1	CONCEPTS SCHOOL & OFFICE	SpIsNonI/Enterprs/FNMS	7,783.05
310473	1	TARGETSUCCESS	Serv&Op /Prsnl:HR/Dstrctwd	4,312.16
310474	13	PACKAGING MACHINERY & PARTS	EuipRpr /FoodServ/Dstrctwd	1,000.00
310475	13	ARROW RESTAURANT EQUIPMENT	SmlEquip/FoodServ/Dstrctwd	2,000.00

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310476	1	TEL TEC SECURITY SYSTEMS INC	Serv&Op /Enterprs/DHHS	20,014.32
			Serv&Op /Security/DHHS	22,934.84
310477	1	SOLUTION TREE INC	Bks&Ref /Instrctn/Dstrctwd	5,585.45
			Bks&Ref /StDev In/Dstrctwd	1,861.83
310478	1	FOLLETT SOFTWARE CO	SplsNonI/Sch Adm /Choose	90.43
310479	1	NASCO WEST	InstMtls/Instrctn/Kinoshta	4,234.07
310480	1	NETOP	Serv&Op /Instrctn/MFMS	798.17
310481		VOID	VOID	0.00
310482		VOID	VOID	0.00
310483	1	ROCHESTER 100/NICKY'S FOLDERS	InstMtls/Instrctn/OsoGrand	1,249.90
310484	1	EMC PARADIGM PUBLISHING	InstMtls/Instrctn/DHHS	5,525.28
310485	1	DICK BLICK WEST	InstMtls/Instrctn/MFMS	559.91
310486	1	HAAN CRAFTS	InstMtls/Instrctn/LRMS	1,000.00
310487	1	NASCO WEST	InstMtls/Instrctn/LRMS	1,000.00
310488	1	LAMA	InstMtls/Instrctn/LRMS	500.00
310489	1	KAPLAN SCHOOL SUPPLY	InstMtls/Instrctn/LRMS	274.11
310490	13	OFFICE DEPOT	OffFdSrv/FoodServ/Dstrctwd	10,000.00
310491	1	ORCA BOOK PUBLISHERS	InstMtls/Instrctn/NHMS	205.85
310492	1	THE REGENTS UCSD SCHOOL OF	CnsltNon/HlthServ/Dstrctwd	15,000.00
310493	1	SCIENCE SUPPLY CATALOG	InstMtls/Instrctn/MFMS	42.63
310494	1	GAYLA M MASSEY	CnsltNon/PsychSer/Dstrctwd	6,000.00
310495	1	WEST SHIELD ADOLESCENT	Residtl /NPS /Dstrctwd	30,000.00
			Sub RTC /NPS /Dstrctwd	30,000.00
310496	1	DEAFINITELY PROFESSIONAL	CnsltIns/Aid:Inst/Dstrctwd	25,000.00
			SubInCon/Aid:Inst/Dstrctwd	25,000.00
310497	1	STIKA PH.D., CARREN J.	CnsltNon/PsychSer/Dstrctwd	10,000.00
310498	1	CROMWELL, PATRICIA	CnsltIns/Aid:Inst/Dstrctwd	5,000.00
310499	1	STEIN, CHRISTINE E	CnsltIns/SEothIns/Dstrctwd	4,000.00
			CnsltNon/Spch Aud/Dstrctwd	4,000.00
310500	1	PAUL ALAN DORES	CnsltNon/PsychSer/Dstrctwd	15,000.00
310501	1	COSTCO S.J.C.	InstMtls/Instrctn/MFMS	1,015.00
310502	1	INTERNATIONAL BACCALAUREATE	Serv&Op /Instrctn/CVHS	10,200.00
310503	1	CAL STATE SAN MARCOS	Conf:Ins/Instrctn/DHHS	1,300.00
310504	1	PALI MOUNTAIN INSTITUTE	FieldTrp/Instrctn/Bathgate	39,600.00
310505	1	SPARKLETTS	SplsNonI/Sch Adm /Choose	750.00
310506	1	SANTILLANA PUBL CO	Serv&Op /Instrctn/Moulton	2,275.00
310507	1	SCIENCE SUPPLY CATALOG	InstMtls/Instrctn/ArroyoMS	218.34
310508	1	INCENTIVE PUBLICATIONS	InstMtls/RSPInstr/ArroyoMS	58.46
310509	1	ROCHESTER 100/NICKY'S FOLDERS	SplsNonI/Sch Adm /Viejo	395.98
310510	1	ROCHESTER 100/NICKY'S FOLDERS	SplsNonI/Sch Adm /Viejo	185.87
310511	14	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/CVHS	42,547.50
310512	1	ANDY'S DRYWALL	Rntl:Oth/RR:Bldgs/Ambuehl	10,230.00
310513		VOID	VOID	0.00
310514	1	TECHNIFORM	St Rcpts/Undesig /Dstrctwd	2,043.57
310515	1	CONTRACT PAPER GROUP INC.	St Rcpts/Undesig /Dstrctwd	9,346.77
310516	1	VALLEY OFFICE SUPPLY	St Rcpts/Undesig /Dstrctwd	6,030.55
310517	1	GENERAL BINDING CORP	St Rcpts/Undesig /Dstrctwd	5,866.99
310518	1	OFFICE DEPOT	St Rcpts/Undesig /Dstrctwd	4,319.65
310519	1	EVERYTHING MEDICAL	St Rcpts/Undesig /Dstrctwd	14,181.34
310520	1	OFFICE DEPOT	St Rcpts/Undesig /Dstrctwd	3,540.23

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PO No.	Fund	Vendor	Description	Amount
310521	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	20,664.21
310522	1	US BANK	SpplsNonI/DW Undst/Dstrctwd	100,000.00
310523	1	ORANGE COUNTY REGISTER	Serv&Op /Purch /Dstrctwd	6,000.00
310524	1	EVERGREEN OIL INC	Serv&Op /PuplTran/Dstrctwd	4,500.00
310525	1	EASY WAY SAFETY SERVICES	Ppl Tran/PuplTran/Dstrctwd	10,000.00
310526	1	DRIVELINES INCORPORATED	Rntl:Oth/PuplTran/Dstrctwd	2,010.00
			Rntl:Oth/Dist Veh/Dstrctwd	990.00
310527	1	MOORES MUFFLER SER, DOUG	Rntl:Oth/PuplTran/Dstrctwd	4,000.00
			Rntl:Oth/Dist Veh/Dstrctwd	4,000.00
310528	1	DENAULT'S HARDWARE	Ppl Tran/PuplTran/Dstrctwd	2,000.00
310529	1	FREEWAY AUTO SUPPLY & MACHINE	Ppl Tran/PuplTran/Dstrctwd	2,500.00
			SpplsNonI/Dist Veh/Dstrctwd	2,500.00
310530	1	ECOLOGY TIRE	Serv&Op /PuplTran/Dstrctwd	2,000.00
310531	1	GEISENS AUTO UPHOLSTERY	Rntl:Oth/PuplTran/Dstrctwd	2,000.00
			Rntl:Oth/Dist Veh/Dstrctwd	2,000.00
310532	1	MOBILE LIFT GATE SERVICE	Rntl:Oth/Dist Veh/Dstrctwd	10,000.00
310533	1	NATIONWIDE FIRE PROTECTION	Serv&Op /PuplTran/Dstrctwd	5,000.00
310534	1	NEW PIG	Serv&Op /Dist Veh/Dstrctwd	10,000.00
310535	1	ORANGE COAST PETRO EQUIP	Rntl:Oth/PuplTran/Dstrctwd	2,000.00
310536	1	ORANGE COUNTY HEALTH AGENCY	Serv&Op /Dist Veh/Dstrctwd	3,000.00
310537	1	ORANGE COUNTY FIRE PROTECTION	Serv&Op /PuplTran/Dstrctwd	10,000.00
310538	1	RICKS TRAILER SUP	Rntl:Oth/Dist Veh/Dstrctwd	10,000.00
310539	1	RED WING SHOE STORE	SpplsNonI/PuplTran/Dstrctwd	3,000.00
310540	1	QUALITY TOWING	Serv&Op /PuplTran/Dstrctwd	3,000.00
			Serv&Op /Dist Veh/Dstrctwd	3,000.00
310541	69	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	800.00
	70		SpplsNonI/Enterprs/Dstrctwd	800.00
	68		SpplsNonI/Enterprs/Dstrctwd	2,000.00
310542	1	DISCOUNT OFFICE SERVICES	SpplsNonI/Pub Info/Dstrctwd	1,000.00
310543	1	STAPLES ADVANTAGE	SpplsNonI/Pup Serv/Dstrctwd	2,000.00
310544	1	OFFICE DEPOT	InstMtls/Instrctn/Serra	1,500.00
310545	1	CONSOLIDATED ELECTRICAL DISTR	SpplsNonI/RR:Bldgs/Dstrctwd	79,000.00
310546	1	CONTRACT PAPER GROUP INC.	St Rcpts/Undesig /Dstrctwd	69,158.69
310547	1	SCANTRON	St Rcpts/Undesig /Dstrctwd	27,454.70
310548	1	XPEDX	St Rcpts/Undesig /Dstrctwd	33,109.42
310549	1	PRECISION SPEEDOMETER SR	Rntl:Oth/PuplTran/Dstrctwd	3,350.00
			Rntl:Oth/Dist Veh/Dstrctwd	1,650.00
310550	1	PRAXAIR	SpplsNonI/PuplTran/Dstrctwd	700.00
310551	1	SAN DIEGO CNTY OFFICE OF EDUC	Serv&Op /Dist Veh/Dstrctwd	10,000.00
310552	1	TOXGUARD FLUID TECHNOLOGIES	SpplsNonI/Dist Veh/Dstrctwd	5,000.00
310553	1	TOOL STOP & MACHINERY	SpplsNonI/PuplTran/Dstrctwd	4,000.00
310554	1	TIFCO INDUSTRIES	Ppl Tran/PuplTran/Dstrctwd	10,050.00
			SpplsNonI/Dist Veh/Dstrctwd	4,950.00
310555	1	STATE WATER RESOURCE CTRL BRD	Serv&Op /Dist Veh/Dstrctwd	3,000.00
310556	1	SO COUNTY PROTECTIVE WEAR	SpplsNonI/PuplTran/Dstrctwd	5,000.00
310557	1	SO COAST AIR QUALITY MGMT	Serv&Op /Dist Veh/Dstrctwd	10,000.00
310558	1	SMOG EXPRESS	Serv&Op /PuplTran/Dstrctwd	2,500.00
			Serv&Op /Dist Veh/Dstrctwd	2,500.00
310559	1	UNIQUE SWEEPING	Rntl:Oth/PuplTran/Dstrctwd	3,000.00
310560	1	BOYCE INDUSTRIES	Rntl:Oth/PuplTran/Dstrctwd	10,000.00

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PO No.	Fund	Vendor	Description	Amount
310561	1	BLAIRS TOWING	Serv&Op /PuplTran/Dstrctwd	8,000.00
310562	1	A Z BUS SALES INC	Rntl:Oth/PuplTran/Dstrctwd	20,000.00
310563	1	A Z BUS SALES INC	Ppl Tran/PuplTran/Dstrctwd	40,000.00
310564	1	ARAMARK UNIFORM SERVICE	SpplsNonI/PuplTran/Dstrctwd	1,000.00
310565	1	AUTO SHOP EQUIP CO INC	Rntl:Oth/PuplTran/Dstrctwd	12,000.00
310566	1	ADVANTAGE RADIATOR	Rntl:Oth/PuplTran/Dstrctwd	7,370.00
			Rntl:Oth/Dist Veh/Dstrctwd	3,630.00
310567	1	ACCURATE AIR ENGINEERING	Rntl:Oth/PuplTran/Dstrctwd	6,000.00
310568	1	ALISO VIEJO AUTO SERVICE	Rntl:Oth/PuplTran/Dstrctwd	12,500.00
			Rntl:Oth/Dist Veh/Dstrctwd	12,500.00
310569	1	ALISO NIGUEL AUTO CARE	Rntl:Oth/PuplTran/Dstrctwd	15,000.00
			Rntl:Oth/Dist Veh/Dstrctwd	15,000.00
310570	1	TRUCPAR CO	Ppl Tran/PuplTran/Dstrctwd	30,000.00
310571	1	TUTTLE-CLICK FORD	Ppl Tran/PuplTran/Dstrctwd	13,200.00
			Rntl:Oth/PuplTran/Dstrctwd	13,200.00
			Rntl:Oth/Dist Veh/Dstrctwd	13,600.00
310572	1	BEACH CITIES GLASS	SpplsNonI/RR:Bldgs/Dstrctwd	20,000.00
310573	1	SCHAEFFER MFG	Ppl Tran/PuplTran/Dstrctwd	17,420.00
			SpplsNonI/Dist Veh/Dstrctwd	8,580.00
310574	1	SANTA MARGARITA FORD	Rntl:Oth/Dist Veh/Dstrctwd	20,000.00
310575	1	RINCON TRUCK PARTS	Ppl Tran/PuplTran/Dstrctwd	17,000.00
			Rntl:Oth/PuplTran/Dstrctwd	16,500.00
			Rntl:Oth/Dist Veh/Dstrctwd	16,500.00
310576	1	PARKHOUSE TIRE INC.	Ppl Tran/PuplTran/Dstrctwd	33,500.00
			SpplsNonI/Dist Veh/Dstrctwd	16,500.00
310577	1	W W GRAINGER INC	SpplsNonI/Custodil/Dstrctwd	70,000.00
310578	1	PACIFIC GO NATURAL GAS	Ppl Tran/PuplTran/Dstrctwd	50,000.00
310579	1	ORANGE COUNTY TANK TESTING	Serv&Op /Dist Veh/Dstrctwd	15,000.00
310580	1	OC DIESEL	Rntl:Oth/PuplTran/Dstrctwd	15,000.00
			Rntl:Oth/Dist Veh/Dstrctwd	15,000.00
310581	1	MOBILE FLEET WASH	Serv&Op /PuplTran/Dstrctwd	20,000.00
310582	1	MOBILE COMMUNICATION REPAIR	Rntl:Oth/PuplTran/Dstrctwd	15,000.00
310583	1	MOBILE COMMUNICATION REPAIR	Rntl:Oth/PuplTran/Dstrctwd	53,025.00
310584	1	JASPER ENGINE & TRANSMISSION	Rntl:Oth/PuplTran/Dstrctwd	20,000.00
			Rntl:Oth/Dist Veh/Dstrctwd	20,000.00
310585	1	IPC USA	Ppl Tran/PuplTran/Dstrctwd	150,000.00
			SpplsNonI/Dist Veh/Dstrctwd	150,000.00
310586	1	IPC USA	Ppl Tran/PuplTran/Dstrctwd	500,000.00
310587	1	INTERSTATE BATTERIES	Ppl Tran/PuplTran/Dstrctwd	13,400.00
			SpplsNonI/Dist Veh/Dstrctwd	6,600.00
310588	1	FRICTION MATERIALS CO.	Ppl Tran/PuplTran/Dstrctwd	40,000.00
310589	1	FLEET SERVICE SPECIALISTS LLC	Rntl:Oth/PuplTran/Dstrctwd	20,000.00
			Rntl:Oth/Dist Veh/Dstrctwd	20,000.00
310590	1	FACTORY MOTOR PARTS	Ppl Tran/PuplTran/Dstrctwd	12,500.00
			SpplsNonI/Dist Veh/Dstrctwd	12,500.00
310591	1	ENTERPRISE FLEET SERVICES	Rntl:Oth/Dist Veh/Dstrctwd	20,000.00
310592	1	CLEAN ENERGY	Ppl Tran/PuplTran/Dstrctwd	45,000.00
310593	1	CHEVROLET OF IRVINE	Ppl Tran/PuplTran/Dstrctwd	9,900.00
			Rntl:Oth/PuplTran/Dstrctwd	10,200.00
			SpplsNonI/Dist Veh/Dstrctwd	9,900.00



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PO No.	Fund	Vendor	Description	Amount
310594	1	CARLOS GUZMAN INC	Rntl:Oth/PuplTran/Dstrctwd	36,000.00
			Rntl:Oth/Dist Veh/Dstrctwd	4,000.00
310595	1	CAL-STATE AUTO PARTS INC	Ppl Tran/PuplTran/Dstrctwd	12,500.00
			SpIsNonI/Dist Veh/Dstrctwd	12,500.00
310596	1	SUPER DUPER INC.	SpIsNonI/Spch Aud/Dstrctwd	291.57
310597	1	LAKESHORE LEARNING MATERIALS	SpIsNonI/Sch Adm /Dstrctwd	941.74
310598	1	RENAISSANCE LEARNING	InstMtls/Instrctn/MFMS	10,358.25
310599	1	HOME DEPOT	Rntl:Oth/RR:Bldgs/Dstrctwd	6,203.17
310600	1	MERCURY DISPOSAL SYSTEM INC.	Serv&Op /Saf&Trng/Dstrctwd	6,000.00
310601	1	CENTER FOR AUTISM &	NPA /NPA /Dstrctwd	5,921.00
310602	13	GOLD STAR FOODS INC	Fd Frzn /FoodServ/Dstrctwd	1,500,000.00
310603	13	HOLLANDIA DAIRY INC.	FdPrshbl/FoodServ/Dstrctwd	425,000.00
310604	13	MILLER MECHANICAL	Refrig /FoodServ/Dstrctwd	40,000.00
310605	13	SYSCO FOOD SERVICES	Food Dry/FoodServ/Dstrctwd	35,000.00
310606	13	GOLD STAR FOODS INC	Food Dry/FoodServ/Dstrctwd	80,000.00
310607	13	A & R WHOLESALE DISTRIBUTORS	Food Dry/FoodServ/Dstrctwd	25,000.00
310608	13	A & R WHOLESALE DISTRIBUTORS	Amerisrv/FoodServ/Dstrctwd	650,000.00
310609	13	P & R PAPER SUPPLY COMPANY	Food Sup/FoodServ/Dstrctwd	250,000.00
310610	13	BRINKS INC.	CntrctFd/FoodServ/Dstrctwd	3,200.00
310611	13	ECOLAB PEST ELIMINATION	CntrctFd/FoodServ/Dstrctwd	10,000.00
310612	1	DEVEREUX ARIZONA	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	676.44
			Sub MHBC/NPS /Dstrctwd	81,727.80
310613	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	19,097.00
310614	1	SPEECH & LANGUAGE DEVEL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	15,665.50
310615	1	HERBERT, DEBRA	NPA /NPA Hlth/Dstrctwd	7,560.00
310616	1	HERBERT, DEBRA	NPA /NPA Hlth/Dstrctwd	2,040.00
310617	1	HERBERT, DEBRA	NPA /NPA Hlth/Dstrctwd	1,700.00
310618	1	CATHEDRAL HOME FOR CHILDREN	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	12,241.00
			Sub MHBC/NPS /Dstrctwd	85,575.38
310619	1	THERAPEUTIC EDUCATION CENTER	NPS /NPS /Dstrctwd	42,450.50
			Sub NPS /NPS /Dstrctwd	26,519.50
310620	1	HERBERT, DEBRA	NPA /NPA Hlth/Dstrctwd	480.00
310621	1	SPEECH & LANGUAGE DEVEL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	14,035.50
310622	1	SPEECH & LANGUAGE DEVEL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	34,679.50
310623	1	SPEECH & LANGUAGE DEVEL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	32,818.00
310624	13	E POS BUSINESS SOLUTIONS	Comptr /FoodServ/Dstrctwd	70,000.00
310625	11	SEHI COMPUTER	SpIsNonI/AE:FEEBS/Dstrctwd	237.73
310626	13	GOLD STAR FOODS INC	FdPrshbl/FoodServ/Dstrctwd	80,000.00
310627	13	CAMPUS FOODS	Food Dry/FoodServ/Dstrctwd	30,000.00
310628		VOID	VOID	0.00
310629		VOID	VOID	0.00
310630	1	ALLYN & BACON INC	InstMtls/Instrctn/Kinoshta	174.16
310631	1	SCHOLASTIC	Bks&Ref /Instrctn/Kinoshta	57.75
310632		VOID	VOID	0.00

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310633	1	TIME FOR KIDS	Bks&Ref /Instrctn/Kinoshta	950.36
310634		VOID	VOID	0.00
310635	1	R&S SOIL PRODUCTS INC	Rntl:Oth/Op:Grnds/Dstrctwd	25,000.00
310636	1	MCMAHAN DESK INC	NonCapEq/Instrctn/Concordi	5,539.73
310637	1	MAIER INTERNATIONAL INC	Rntl:Oth/RR:Bldgs/LadraElm	1,465.00
310638	1	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/Barcelon	10,000.41
310639	1	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/MFMS	912.98
310640	1	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/Wood Cyn	4,406.04
310641	1	MILLER, KAREN	Serv&Op /SupvAdmn/Dstrctwd	20,000.00
310642	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Dstrctwd	3,891.26
310643	1	MELLY, SUSAN	Serv&Op /SupvAdmn/Dstrctwd	20,000.00
310644	1	BENS ASPHALT	Rnt&Repr/RR:Bldgs/Oxford	5,294.00
310645	1	PACIFIC MH CONSTRUCTION INC.	Rnt&Repr/RR:Bldgs/Oxford	9,322.80
310646	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Barcelon	8,175.80
310647		VOID	VOID	0.00
310648	1	ANDY'S DRYWALL	Rntl:Oth/RR:Bldgs/AVMS	8,500.00
310649	1	LEVIN, DR EUGENE	CnsltNon/HlthServ/Dstrctwd	1,500.00
310650	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/SCHS	10,781.00
310651	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/SCHS	14,183.00
310652		VOID	VOID	0.00
310653	1	SAN DIEGO CO DEPT OF ED	SpplsNonI/SupvAdmn/Dstrctwd	150.85
310654	1	NATL SCHOOL PUBLIC RELATN ASSN	Dues&Mmb/Pub Info/Dstrctwd	160.00
310655	1	DYNAVOS SYSTEMS INC	Rnt&Repr/SEOthIns/Dstrctwd	750.38
310656	1	HOLT MCDUGAL	9-12Text/Instrctn/Dstrctwd	23,770.19
310657	1	GLENCOE DIV OF	9-12Text/Instrctn/Dstrctwd	11,988.80
310658	1	GLENCOE DIV OF	9-12Text/Instrctn/Dstrctwd	12,744.40
310659	1	MPS	9-12Text/Instrctn/Dstrctwd	3,295.00
310660	1	GLENCOE DIV OF	9-12Text/Instrctn/Dstrctwd	6,207.98
310661	1	MPS	9-12Text/Instrctn/Dstrctwd	5,215.10
310662	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	3,376.90
310663	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	720.72
310664	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	1,848.65
310665	1	EMC PARADIGM PUBLISHING	9-12Text/Instrctn/Dstrctwd	533.84
310666	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	1,525.13
310667	1	HOLT MCDUGAL	9-12Text/Instrctn/Dstrctwd	4,240.82
310668	1	GLENCOE DIV OF	9-12Text/Instrctn/Dstrctwd	3,710.80
310669	1	PERMA-BOUND	9-12Text/Instrctn/Dstrctwd	5,432.38
310670	1	MPS	9-12Text/Instrctn/Dstrctwd	1,588.24
310671	1	HOLT MCDUGAL	9-12Text/Instrctn/Dstrctwd	3,395.74
310672	1	BUDGETEXT	9-12Text/Instrctn/Dstrctwd	1,075.35
310673	1	GLENCOE DIV OF	9-12Text/Instrctn/Dstrctwd	1,410.45
310674	1	HOLT MCDUGAL	9-12Text/Instrctn/Dstrctwd	3,609.09
310675	1	BUDGETEXT	9-12Text/Instrctn/Dstrctwd	2,002.80
310676	1	BUDGETEXT	9-12Text/Instrctn/Dstrctwd	802.63
310677	1	FOLLETT EDUCATIONAL SERVICES	9-12Text/Instrctn/Dstrctwd	3,176.47
310678	1	HOLT MCDUGAL	9-12Text/Instrctn/Dstrctwd	31,225.41
310679	1	HOLT MCDUGAL	9-12Text/Instrctn/Dstrctwd	31,225.41
310680	1	HOLT MCDUGAL	9-12Text/Instrctn/Dstrctwd	28,386.74
310681	1	FOLLETT EDUCATIONAL SERVICES	9-12Text/Instrctn/Dstrctwd	10,409.73
310682	1	HOLT MCDUGAL	9-12Text/Instrctn/Dstrctwd	22,072.32

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PO No.	Fund	Vendor	Description	Amount
310683	1	COALITION FOR ADEQUATE FUNDING	Dues&Mmb/SupvAdmn/Dstrctwd	1,300.00
310684	1	SELPA ADMINISTRATORS OF CALIF	Dues&Mmb/SupvAdmn/Dstrctwd	600.00
310685	1	IDEAL COMPUTER SOUTH INC	Serv&Op /TIS /Dstrctwd	6,567.60
310686	1	NMG GEOTECHNICAL INC	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
310687	1	HARLAND TECHNOLOGY SERVICES	Rnt&Repr/Instrctn/DJAMS	557.00
310688	1	ORANGE COUNTY PROBATION DEPT	Rntl:Oth/Op:Grnds/Dstrctwd	20,000.00
310689	1	A Z BUS SALES INC	Ppl Tran/PuplTran/Dstrctwd	8,000.00
310690	1	FACILITIES PROTECTION SYSTEMS	Rntl:Oth/TIS /Dstrctwd	2,080.00
310691	11	OFFICE DEPOT	SpplsNonI/AE:FEEBS/Dstrctwd	48.83
310692	1	ORANGE COUNTY THERAPY SERVICE	NPA /NPA Hlth/Dstrctwd	24,999.00
			Sub NPA /NPA Hlth/Dstrctwd	200,001.00
310693	1	AP BY THE SEA	Conf:Ins/Instrctn/Dstrctwd	725.00
310694	1	AP BY THE SEA	Conf:Ins/Instrctn/Dstrctwd	725.00
310695	1	EDGEWOOD PRESS INC	InstMtls/Instrctn/RH Dana	429.56
310696		VOID	VOID	0.00
310697		VOID	VOID	0.00
310698	1	LEARNING ALLY	InstMtls/SEOthIns/Dstrctwd	950.00
310699	1	SEARCH INSTITUTE	SpplsNonI/Sch Adm /BAMS	97.93
310700	1	PREMIER SCHOOL AGENDAS	PrepdExp/Undesig /Dstrctwd	954.52
310701	1	VAVRINEK TRINE DAY & CO LLP	Serv&Op /SngleAud/Dstrctwd	80,000.00
310702	1	RONO COMPANY	InstMtls/Instrctn/OsoGrand	228.78
310703	1	VAVRINEK TRINE DAY & CO LLP	Serv&Op /SngleAud/Dstrctwd	5,200.00
310704	1	VICTORY PADDLE/SCHOOL PASSES	SpplsNonI/Sch Adm /DHHS	103.77
310705	1	EDGEWOOD PRESS INC	InstMtls/Instrctn/Las Palm	473.02
310706	1	SCANTRON	InstMtls/Instrctn/SMS	213.35
310707	1	RYDIN SIGN & DECAL	SpplsNonI/Sch Adm /ANHS	273.10
310708	1	SIMPLEX GRINNELL LP	Rntl:Oth/RR:Bldgs/Dstrctwd	50,000.00
310709	1	IT'S ELEMENTARY	InstMtls/Instrctn/OsoGrand	352.92
310710	1	NETWORK HARDWARE RESALE	SpplsNonI/TIS /Dstrctwd	5,259.88
310711	1	DELL COMPUTER	NonCapEq/Sch Adm /Dstrctwd	1,678.07
310712	1	DELL COMPUTER	NonCapEq/Pup Serv/Dstrctwd	1,525.71
310713	1	TEXAS IB SCHOOLS	CnfrNonI/Sch Adm /Hankey	3,000.00
310714	1	INTERNATIONAL BACCALAUREATE NA	Serv&Op /Instrctn/SCHS	10,200.00
310715	1	BADEN SPORTS INC	InstMtls/Enterprs/Dstrctwd	266.63
310716	1	BADEN SPORTS INC	InstMtls/Instrctn/Palisade	450.07
310717	1	APPLE COMPUTER INC	NonCapEq/Instrctn/LRMS	1,231.97
310718	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Tijeras	1,231.97
310719	1	APPLE COMPUTER INC	SpplsNonI/SupvAdmn/Dstrctwd	1,344.72
310720	1	APPLE COMPUTER INC	NonCapEq/SupvAdmn/Dstrctwd	5,318.54
310721	1	DELL COMPUTER	NonCapEq/Instrctn/WestView	1,800.14
310722	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/Bathgate	17,213.63
310723	1	DELL COMPUTER	NonCapEq/Bus/Fisc/Dstrctwd	5,823.71
310724	1	DELL COMPUTER	NonCapEq/Instrctn/BAMS	8,101.14
310725	1	DELL COMPUTER	NonCapEq/Instrctn/Lgna Nig	1,165.12
310726	1	SPORTS FACILITIES GROUP INC	Rntl:Oth/RR:Bldgs/Dstrctwd	11,975.00
310727	1	PREMIERE WATER SERVICES	Rntl:Oth/RR:Bldgs/Dstrctwd	4,356.00
310728	1	SIMPLEX GRINNELL LP	Rntl:Oth/RR:Bldgs/Dstrctwd	21,250.00
310729	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/Wagon Wh	4,019.00
310730	1	GOPHER ATHLETIC	InstMtls/Instrctn/Palisade	209.12
310731	1	SCHOOL MATE	InstMtls/Instrctn/OsoGrand	1,734.67

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2011-12 =====\*  
Board of Trustees Meeting.....AUGUST 8, 2011

PO No.	Fund	Vendor	Description	Amount
310732	1	SPORT CHALET	InstMtls/CurAthlt/CVHS	6,441.20
310733	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/DJAMS	1,362.12
310734		VOID	VOID	0.00
310735	1	GOPHER ATHLETIC	InstMtls/Instrctn/ArroyoMS	82.32
310736	1	NEUPAC RESOURCES INC	Serv&Op /Warehse /Dstrctwd	6,000.00
310737	1	PACIFIC MH CONSTRUCTION INC.	Rnt&Repr/RR:Bldgs/Oxford	4,827.64
310738	1	SIMPLEX GRINNELL LP	Rntl:Oth/RR:Bldgs/Dstrctwd	42,135.00
310739	1	ANDY'S DRYWALL	Rntl:Oth/RR:Bldgs/SCHS	4,800.00
310740	1	KNORR POOL SYSTEMS INC	Rntl:Oth/RR:Bldgs/Dstrctwd	15,090.00
310741	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/SuppSvcs/Dstrctwd	465.00
310742	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv&Op /Enterprs/Dstrctwd	479.93
310743	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv&Op /Enterprs/Dstrctwd	479.93
310744	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SDCInstr/Reilly	712.00
			InstMtls/SDCInstr/Dstrctwd	15.00
310745	1	DISCOUNT OFFICE SERVICES	SpplsNonI/Supt /Dstrctwd	2,000.00
310746	1	STAPLES ADVANTAGE	SpplsNonI/SupvAdmn/Dstrctwd	7,000.00
310747	1	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/SCHS	1,636.91
310748	1	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/Wood Cyn	6,999.36
310749	1	TANDUS FLOORING INC.	SpplsNonI/Enterprs/FNMS	3,320.94
310750	1	SIMPLEX GRINNELL LP	Rntl:Oth/RR:Bldgs/ArroyoEl	6,153.90
310751	1	COAST RECREATION INC	SpplsNonI/RR:Bldgs/CanVistE	493.29
310752	1	CREATIVE CONTRACTORS	SpplsNonI/RR:Bldgs/CanVistE	1,600.00
310753	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Tesoro	436.25
310754	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/DJAMS	384.18
310755	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Tesoro	666.06
310756	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/LFMS	25.15
310757	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Tesoro	435.43
310758		VOID	VOID	0.00
310759	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Tesoro	89.36
310760	1	SCIENCE KIT & BOREAL LAB	InstMtls/Instrctn/MFMS	8,536.28
310761	1	COMAN, STEVAN AND LAUREN	Serv&Op /Aid:Inst/Dstrctwd	12,583.07
310762	1	RAINS, SANDY AND MAYNARD	Serv&Op /PsychSer/Dstrctwd	3,750.00
310763	1	SCIENCE KIT & BOREAL LAB	InstMtls/Enterprs/SMS	240.39
310764	1	PATTERSON, PAMELA	Serv&Op /HlthServ/Dstrctwd	42,150.37
310765	1	BOCKLER, BRIAN & TINA	Serv&Op /Spch Aud/Dstrctwd	2,405.00
310766	1	CHARTIER, BRIAN & LESLIE	Serv&Op /SE0thIns/Dstrctwd	198.44
310767	1	DANIEL, JASON & RUTHIE	Serv&Op /NPS /Dstrctwd	26,600.00
310768	1	ORANGE COUNTY TESTING SERV	Serv&Op /PsychSer/Dstrctwd	5,000.00
310769	1	SCIENCE KIT & BOREAL LAB	InstMtls/Instrctn/LFMS	297.39
310770	1	HERBERT, DEBRA	NPA /NPA Hlth/Dstrctwd	960.00
310771	1	GOPHER ATHLETIC	InstMtls/Instrctn/LFMS	1,580.52
310772	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Tesoro	1,679.69
310773	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Tesoro	1,340.30
310774	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/Wagon Wh	1,345.03
310775	1	GILBERT & STEARNS INC	Rntl:Oth/RR:Bldgs/SJHHS	1,560.00
310776		VOID	VOID	0.00
310777	1	GENERAL BINDING CORP	InstMtls/Instrctn/Dstrctwd	2,081.27
310778	1	BIO RAD LABORATORIES	InstMtls/Instrctn/Tesoro	1,618.06
310779	1	SPORT CHALET	Serv&Op /CurAthlt/Dstrctwd	17,000.00
310780	1	GUNTHER'S ATHLETIC SERVICE	Serv&Op /CurAthlt/Dstrctwd	33,000.00

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
A&R Wholesale Distributors, Inc.	Bid No. 1011-14 Grocery Products	5/9/2011
A&R Wholesale Distributors, Inc.	Bid No. 1011-13 Snack and Beverage Products	5/9/2011
American Logistics Co., LLC	Bid No. 0607-06 Outsource Transportation Services	9/11/2006
AMS.NET Inc.	California Multiple Award Schedule Contract No. 3-09-70-0291Q, Electronic Data Processing (EDP) Equipment and Service	4/13/2010
AMS.NET Inc.	Western State Contracting Alliance (WSCA) WSCA 7-08-70-13, CA Participating Addendum AR-33 Cisco Networking Communications and Maintenance	11/9/2010
AMS.NET Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-11-70-0291U, Purchase and Warranty of Hardware, Software, Software Maintenance, Installation, Maintenance and Repair	5/25/2011
Architectural Roofing Systems dba Pacific Roofing Systems	Bid No. 1011-10, Roofing Repairs and Maintenance	3/8/2011
ASR Food Distributors, Inc.	Bid No. 0910-01 Produce	6/8/2009
Atkinson, Andelson, Loya, Rudd & Romo	RFQ No. 10-0809 General Legal Services	12/15/2009
B&H Photo Video Pro-Audio	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Ben's Asphalt, Inc.	Bid No. 1011-01 Asphalt Paving, Sealcoating and Repair	6/15/2010
Bergman & Dacey, Inc.	RFQ No. 10-0809 General Legal Services	12/15/2009
Best Best & Kreiger	RFQ No. 10-0809 General Legal Services	12/15/2009
Bowie, Arneson, Wiles, and	RFQ No. 10-0809 General Legal Services	12/15/2009
California Western Visuals, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Camcor, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Campus Foods	Bid 1011-14 Grocery Products	5/9/2011
CCS Presentation Systems, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
CDWG	Western State Contracting Alliance (WSCA) Cisco Networking Communications and Maintenance	11/9/2010
Certified Transportation Services,	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Cintas Corporation	RFP No. 3-1011, Uniform Service	12/7/2010
Commercial Fence & Iron Works, Inc.	Bid No. 0708-04 Fencing Materials, Repair, and Installation	6/25/2007
Concepts School and Office Furnishings	Newport-Mesa USD Bid No. 106-10, School and Office Furniture	8/10/2010
Consolidated Electrical Distributors	Bid No. 1112-05 Electrical Supplies and Materials	6/29/2011
Consulting & Inspection Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
D&D Security Resources, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Dannis Woliver Kelley (DWK)	RFQ No. 10-0809 General Legal Services	12/15/2009
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 09-01, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/13/2010
David Taussig & Associates, Inc.	RFP No. 6-1011 Special Tax Consulting Services for Public Financing	4/11/2011
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule Contract No. 3-94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment	7/21/2008

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting	12/8/2008
Edenco, Inc.	RFQ/P No. 2-1011, Construction Manager/District Representative	9/28/2010
Edge Development	Bid No. 1011-11, CVHS Theater	6/13/2011
ePoly Star, Inc.	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
Fusionstorm	Californai Multiple Award Schedule Contract No. 3-10-70-2039d, Cisco Auto Distribution, Internet Encryption and Firewall, LanWan Wireless Network, Network Component	10/12/2010
Gilbert & Stearns, Inc.	Bid No. 1011-02 Electrical Service	6/29/2010
Gold Star Foods	Bid No. 1011-05 Frozen Food Products	3/10/2008
Gold Star Foods	Bid No. 1011-14 Grocery Products	5/9/2011
Gold Star Foods	Bid No. 1112-03 Bakery Products	6/29/2011
Harbottle Law Group	RFQ No. 10-0809 General Legal Services	12/15/2009
Harris Realty Appraisal	RFQ No. 2-0809 Appraisal Services	5/11/2009
HMC Architects	RFP No. 2-0506 Architectural Services	10/16/2006
Hollandia Dairy	Bid No. 1011-08 Milk and Dairy Products	3/8/2011
Horizons Construction Co, International, Inc	Bid No 1011-09, SJHHS 30 Meter Pool/Support Buildings	3/8/2011
Hot Dogger Tours, Inc. dba Gold Coast Tours	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Illuminate Education, Inc.	RFQ No. 7-1011 Student Assessment Data Management System	5/25/2011
IPC (USA), Inc.	Multi-District Cooperative Bid No. 114-10, Fuel (Gasoline and Diesel)	7/13/2010
JFK Transportation, Co., Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Johnstone Supply, Inc.	County of Orange Bid No. EFZ0000087, Air Conditioning, Refrigeration Equipment, Parts and Supplies	4/13/2010
Keenan & Associates	RFQ No. 12-0809 Insurance Broker for Capistrano Unified School District's Excess Worker's Compensation Insurance	5/11/2009
Knowland Construction Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
LPA, Inc.	RFP No. 2-0506 Architectural Services	10/16/2006
MTGL, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Network Hardware Resale, Inc.	U.S. General Services Administration Contract No. GS-35F-0717R, Pre-Owned and Refurbished Cisco Systems Networking Equipment	11/9/2010
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Notification Technologies, Inc.	RFP - Emergency Parent Notification System	9/29/2007
NvLS Professional Services, LLC	RFQ No. 1-0910 E-Rate Consultant	6/22/2009
P&R Paper Supply Co.	Bid No. 0809-11 Paper and Plastic Products for Food and Nutrition Services	6/8/2009

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
Pacific MH Construction, Inc.	Bid No. 0708-07 Movement of Relocatable Buildings	6/25/2007
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 0708-06 Plumbing Service	6/25/2007
Paradigm Health Care Services	RFP No. 6-0910 Medi-Cal Billing Services	6/15/2010
Piper Jaffrey & Co.	RFQ No. 5-0910 Underwriter Services	12/15/2009
PJ of Orange County One, LP dba Papa John's Pizza	Bid No. 0809-03 Pizza Service	8/11/2008
PJHM Architects	RFP No. 2-0506 Architectural Services	10/16/2006
Prime Painting Contractors, Inc.	Bid No. 0708-11 Painting	6/25/2007
Roadways International, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
School Specialty, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
SchoolsFirst Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009
Simplex Grinnell LP	GSA Contract No. GS-07F-0396M, Fire and Security Alarm and Signal systems for Life Cycle Support Providing Desing, Coding, Integration, Testing, Depolying, Repair, Maintenance, Ancillary Services-Labor: Fire Extinguishing and Supressing Products	12/7/2010
Southern California Gray Line	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Southwest School Supply	Placentia-Yorba Linda USD Bid No. 209-4, Purchase of Instructional and Office Supplies	1/12/2009
Staples Advantage	County of Orange Master Agreement No. MA-017-10011795 - Office Supplies	9/14/2010
Stradling Yocca Carlson & Rauth	RFQ No. 10-0809 General Legal Services	12/15/2009
Stutz, Artiano, Shinoff and Holtz	RFQ No. 10-0809 General Legal Services	12/15/2009
Sysco Food Services of L.A.	Bid No. 1011-14 Grocery Products	5/9/2011
Tandus Flooring, Inc.	Bid No. 0708-05 Flooring Materials and Installation	6/25/2007
Transportation Charter Services, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Troxell Communications, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Twining, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Valiant IMC	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Vavrinek, Trine, Day & Co., LLP	RFP No. 2-0708 Audit Services	4/21/2008
W. W. Grangier, Inc.	Western States Contracting Alliance (WSCA) Bid No. IS-06-79-55, Maintenance Repair & Operating Supplies	5/25/2011
Waterline Technologies, Inc.	Los Angeles USD Bid No. IFB C-1030, Purchase of Swimming Pool Chemicals	3/9/2010
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	Western States Contracting Alliance (WSCA) Bid No. 7-09-79-02 - Janitorial Supplies	9/14/2010
WLC Architects, Inc.	RFQ No. 3-0708 Architectural Services for Districtwide Facilities Master Plan	2/25/2008
Xerox Corporation	California Multiple Award Schedule Contract No. 3-01-36-0030A, Purchase and Warranty of Hardware and Software, Installation, Maintenance, Software Maintenance, License and Training on Xerox	6/15/2010





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

August 8, 2011

**RESOLUTION NO. 1112-01 AUTHORIZING AND PROVIDING FOR THE LEVY OF A  
SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 87-1 (MISSION  
VIEJO/ALISO VIEJO) FOR FISCAL YEAR 2011-12**

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**BACKGROUND INFORMATION**

On November 6, 1989, the Board of Trustees adopted Ordinance No. 87-1 which authorized the levy and collection of "Special Taxes" within Community Facilities District No. 87-1 (Mission Viejo/Aliso Viejo).

One local capital revenue source available to the District is the establishment of a community facilities district (Mello-Roos) which has an annual obligation to pay debt services on "Bonds" issued and as applicable to provide funds for additional facilities.

The California Government Code Section 53311 ("Act") provides for the annual levy of Mello-Roos special taxes in community facilities districts formed under the terms of the Act. The "Resolution" establishing Community Facilities District No. 87-1 of the Capistrano Unified School District (Mission Viejo/Aliso Viejo) ("CFD No. 87-1") provides that the legislative body shall, by annual resolution, levy the Special Tax for CFD No. 87-1 at the rates applicable to each parcel. David Taussig & Associates ("DTA"), the District's "Special Tax Consultant," has calculated the annual levy and prepared the report ("DTA 2011-2012 Administration Report for CFD No. 87-1") setting forth the Special Taxes required and authorized to be levied on each parcel in CFD No. 87-1 including amounts to pay the "Special Tax Requirement." The DTA 2011-2012 Administration Report for CFD No. 87-1 is on file at the District Office and is by this reference herein incorporated for the purpose of levying such Special Taxes for fiscal year 2011-2012. The Special Tax Requirement includes the amount needed to pay the debt service on the Bonds in the current fiscal year, costs of administering CFD No. 87-1, any other facilities, and replenishment of the "Reserve Fund," or incidental costs authorized.

**CURRENT CONSIDERATIONS**

This agenda item pertains to the approval of Resolution No. 1112-01, authorizing the levy of a Special Tax within CFD No. 87-1 (Mission Viejo/Aliso Viejo) for fiscal year 2011-2012.

In order to secure the tax roll for CFD No. 87-1 in fiscal year 2011-2012, the District must notify the County of Orange Auditor/Controller no later than August 15, 2011, with a certified copy of Resolution No. 1112-01, along with a copy of the annual levy of Special Taxes for the fiscal year 2011-2012. DTA will deliver the required documents on the District's behalf to the County of Orange.

**Resolution No. 1112-01 Authorizing Levy of  
Special Tax in CFD No. 87-1  
August 8, 2011  
Page 2**

**FINANCIAL IMPLICATIONS**

This Special Tax will be used to pay debt service on Bonds of CFD No. 87-1, administrative expenses, and facilities costs of CFD No. 87-1 for the fiscal year 2011-2012. In order to collect Special Taxes to satisfy the debt service required to pay for the principal, interest on Bonds of CFD No. 87-1, administrative expenses, and facilities costs with respect to CFD No. 87-1, the District must apply for the levy and collection of Special Taxes for fiscal year 2011-2012 through the Orange County Treasurer-Tax Collector's Office.

**STAFF RECOMMENDATION**

It is recommended the Board approve Resolution No. 1112-01, authorizing and providing for the levy and collection of Special Taxes within CFD No. 87-1 (Mission Viejo/Aliso Viejo) for fiscal year 2011-2012.

## RESOLUTION NO. 1112-01

RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT ACTING AS  
THE LEGISLATIVE BODY OF COMMUNITY FACILITIES  
DISTRICT NO. 87-1 OF THE CAPISTRANO UNIFIED  
SCHOOL DISTRICT (MISSION VIEJO/ALISO VIEJO)  
AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN  
COMMUNITY FACILITIES DISTRICT NO. 87-1 (MISSION  
VIEJO/ALISO VIEJO) FOR FISCAL YEAR 2011-12

WHEREAS, the Capistrano Unified School District (“District”) previously established Community Facilities District No. 87-1 of the Capistrano Unified School District (Mission Viejo/Aliso Viejo) (“CFD No. 87-1”), annexed additional territory thereto and designated Improvement Area No. 1 of CFD No. 87-1 (“Improvement Area”), all pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended (“Act”); and

WHEREAS, CFD No. 87-1 issued its Series 1989 Special Tax Bonds in the amount of \$44,370,000 pursuant to Resolution No. 89-56, adopted by the Board of Trustees (“Board”) of the District acting as the legislative body of CFD No. 87-1 (“Series 1989 Special Tax Bonds”) and its Series 1990 Special Tax Bonds in the amount of \$36,170,000 pursuant to Resolution No. 90-103, adopted by the Board acting as the legislative body of CFD No. 87-1 (“Series 1990 Special Tax Bonds”) and issued its Series 1996A and Series 1996B Special Tax Refunding Bonds in the respective principal amounts of \$42,640,000 and \$38,910,000 pursuant to Resolution No. 9697-06, adopted by the Board acting as the legislative body of CFD No. 87-1 (collectively, “Series 1996 Bonds”) to refund the Series 1989 Special Tax Bonds and the Series 1990 Special Tax Bonds; and

WHEREAS, on June 8, 2006, CFD No. 87-1 issued its Series 2006 Special Tax Refunding Bonds in the amount of \$71,810,000 pursuant to Resolution No. 0506-74, adopted by the Board acting as the legislative body of CFD No. 87-1 (“Series 2006 Bonds”) to refund the Series 1996 Bonds; and

WHEREAS, the Board, acting as the legislative body of CFD No. 87-1 and the Improvement Area, pursuant to the Act has adopted its Resolution No. 94-82 calling for a public hearing and such public hearing was duly held on November 21, 1994, to consider the annexation of certain territory to the District and to the Improvement Area, as described in Resolution No. 94-82 and the maps of such territory recorded on November 4, 1994, as Instrument Nos. 94-0649221 and 94-0649222, respectively, in the “Book of Maps and Assessments and Community Facilities Districts” maintained in the office of the County Recorder for the County of Orange (“Annexed Territory”); and

WHEREAS, the Board called and duly held an election on November 21, 1994 in CFD No. 87-1 and the Improvement Area for the purpose of presenting to the qualified electors within the Annexed Territory Propositions A and B authorizing the levy of a "Special Tax" within the Annexed Territory, which Propositions were approved by more than two-thirds of the votes cast at said election, thereby authorizing the Board to levy the Special Taxes described in Propositions A and B, respectively, for the purposes described therein and to take the necessary steps to levy the Special Taxes authorized by Propositions A and B; and

WHEREAS, the Board acting as the legislative body of CFD No. 87-1 and the Improvement Area is authorized pursuant to Resolution Nos. 87-38 and 87-39 and Ordinance No. 87-1-1 ("Ordinance") to levy a Special Tax on property in CFD No. 87-1, including the Annexed Territory, which shall be sufficient, together with certain Special Taxes levied within CFD No. 87-1, to pay principal, interest and administrative expenses with respect to all "Bonds" of CFD No. 87-1, which include the Series 1996 Bonds, to pay for the construction, acquisition and rehabilitation of certain public facilities authorized to be financed by the levy of Special Taxes of CFD No. 87-1 and to pay all expenses incidental thereto; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2011-12, for the purpose specified in the Ordinance, by the adoption of a "Resolution" as specified by the Act and the Ordinance; and

WHEREAS, the Special Taxes being levied hereunder are at the rate or at a lower rate than provided by the Ordinance.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 87-1, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The Special Tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 87-1, which are not otherwise exempt from taxation under the Act or the Ordinance, or from and after the date of Resolution No. 9697-10, which are owned by a religious institution and used primarily as a place of worship, the Special Taxes for Fiscal Year 2011-12 at the tax rates set forth in the report prepared by David Taussig and Associates for CFD No. 87-1 entitled "Capistrano Unified School District Community Facilities District Fiscal Year 2011-12 Administration ("DTA 2011-12 Administration Report") submitted herewith. The DTA 2011-12 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the Deputy Superintendent, Business and Support

Services, of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the Orange County Auditor.

Section 4. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolution No. 87-38. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolution No. 87-38.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this Board from time to time.

Section 6. If and when Bonds are issued or such Special Taxes are pledged as to Bonds issued as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the Series 2006 Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the Act and the applicable provisions of any Bonds issued on behalf of CFD No. 87-1.

*[The remainder of this page intentionally left blank.]*

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2011-12 on or before August 15, 2011, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

ADOPTED, SIGNED AND APPROVED this 8<sup>th</sup> day of August, 2011.

BOARD OF TRUSTEES OF THE CAPISTRANO  
UNIFIED SCHOOL DISTRICT ACTING AS THE  
LEGISLATIVE BODY OF COMMUNITY  
FACILITIES DISTRICT NO. 87-1 OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
(MISSION VIEJO/ALISO VIEJO)

By: \_\_\_\_\_  
Jack R. Brick, President of the Board of  
Trustees of the Capistrano Unified School  
District

By: \_\_\_\_\_  
John M. Alpay, Clerk of the Board of  
Trustees of the Capistrano Unified School  
District

STATE OF CALIFORNIA            )  
  )     ss.  
COUNTY OF ORANGE            )

I, John M. Alpay, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District at a meeting of the Board of Trustees held on the 8<sup>th</sup> day of August, 2011, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: \_\_\_\_\_  
John M. Alpay, Clerk of the Board of  
Trustees of the Capistrano Unified School  
District

STATE OF CALIFORNIA    )  
                                  ) ss.  
COUNTY OF ORANGE     )

I, John M. Alpay, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Trustees of the Capistrano Unified School District at a regular meeting of said Board held on the 8<sup>th</sup> day of August, 2011.

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John M. Alpay, Clerk of the Board of Trustees of  
the Capistrano Unified School District



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

August 8, 2011

**RESOLUTION NO. 1112-02 AUTHORIZING AND PROVIDING FOR THE LEVY OF A  
SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 88-1 (RANCHO  
SANTA MARGARITA) FOR FISCAL YEAR 2011-12**

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**BACKGROUND INFORMATION**

On July 17, 1989, the Board of Trustees adopted Ordinance No. 88-1 which authorized the levy and collection of "Special Taxes" within Community Facilities District No. 88-1 (Rancho Santa Margarita).

One local capital revenue source available to the District is the establishment of a community facilities district (Mello-Roos) which has an annual obligation to pay debt services on "Bonds" issued and as applicable to provide funds for additional facilities.

The California Government Code Section 53311 ("Act") provides for the annual levy of Mello-Roos special taxes in community facilities districts formed under the terms of the Act. The "Resolution" establishing Community Facilities District No. 88-1 of the Capistrano Unified School District (Rancho Santa Margarita) ("CFD No. 88-1") provides that the legislative body shall, by annual resolution, levy the Special Tax for CFD No. 88-1 at the rates applicable to each parcel. David Taussig & Associates ("DTA"), the District's "Special Tax Consultant," has calculated the annual levy and prepared the report ("DTA 2011-2012 Administration Report for CFD No. 88-1") setting forth the Special Taxes required and authorized to be levied on each parcel in CFD No. 88-1 including amounts to pay the "Special Tax Requirement." The DTA 2011-2012 Administration Report for CFD No. 88-1 is on file at the District Office and is by this reference herein incorporated for the purpose of levying such Special Taxes for fiscal year 2011-2012. The Special Tax Requirement includes the amount needed to pay the debt service on the Bonds in the current fiscal year, costs of administering CFD No. 88-1, any other facilities, and replenishment of the "Reserve Fund," or incidental costs authorized.

**CURRENT CONSIDERATIONS**

This agenda item pertains to the approval of Resolution No. 1112-02 authorizing the levy of a Special Tax within CFD No. 88-1 (Rancho Santa Margarita) for fiscal year 2011-2012.

In order to secure the tax roll for CFD No. 88-1 in fiscal year 2011-2012, the District must notify the County of Orange Auditor-Controller no later than August 15, 2011, with a certified copy of Resolution No. 1112-02, along with a copy of the annual levy of Special Taxes for the fiscal year 2011-2012. DTA will deliver the required documents on the District's behalf to the County of Orange.

**Resolution No. 1112-02 Authorizing Levy of  
Special Tax in CFD No. 88-1  
August 8, 2011  
Page 2**

**FINANCIAL IMPLICATIONS**

This Special Tax will be used to pay debt service on Bonds of CFD No. 88-1, administrative expenses, and facilities costs of CFD No. 88-1 for the fiscal year 2011-2012. In order to collect Special Taxes to satisfy the debt service required to pay for the principal, interest on Bonds of CFD No. 88-1, administrative expenses, and facilities costs with respect to CFD No. 88-1, the District must apply for the levy of Special Taxes for fiscal year 2011-2012 through the Orange County Treasurer-Tax Collector's Office.

**STAFF RECOMMENDATION**

It is recommended the Board approve Resolution No. 1112-02, authorizing and providing for the levy and collection of Special Taxes within CFD No. 88-1 (Rancho Santa Margarita) for the fiscal year 2011-2012.

RESOLUTION NO. 1112-02

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 88-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (RANCHO SANTA MARGARITA) AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 88-1 (RANCHO SANTA MARGARITA) FOR FISCAL YEAR 2011-12

WHEREAS, the Capistrano Unified School District ("District") previously established Community Facilities District No. 88-1 of the Capistrano Unified School District (Rancho Santa Margarita) ("CFD No. 88-1") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended ("Act"); and

WHEREAS, CFD No. 88-1 issued its Series 1989 Special Tax Bonds in the amount of \$12,500,000 ("Series 1989 Bonds") pursuant to Resolution No. 89-48, adopted by the Board of Trustees ("Board") of the District acting as the legislative body of CFD No. 88-1, which "Bonds" were refunded by the issuance of the CFD No. 88-1 Series 1996 \$12,755,000 Special Tax Refunding Bonds pursuant to Resolution No. 9596-98 adopted by the Board on March 25, 1996 ("Series 1996 Bonds"); and

WHEREAS, the Board acting as the legislative body of CFD No. 88-1 is authorized pursuant to Resolutions Nos. 88-29 and 88-30 ("Resolutions of Formation") and Ordinance No. 88-1-1 adopted by the Board on July 17, 1989 ("Ordinance"), to levy a special tax sufficient to pay principal, interest and administrative expenses with respect to Bonds of CFD No. 88-1, which include the Series 1996 Bonds, to pay certain costs of the Facilities including rehabilitation (as defined in the Resolutions of Formation) and to pay all expenses incidental thereto; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the "Special Taxes" for Fiscal Year 2011-12, for the purpose specified in the Ordinance, by the adoption of a "Resolution" as specified by the Act and the Ordinance; and

WHEREAS, the Special Taxes being levied hereunder are at the rate or at a lower rate than provided by the Ordinance.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 88-1, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The Special Tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 88-1 which are not otherwise exempt from taxation under the Act or the Ordinance the Special Taxes for Fiscal Year 2011-12 at the tax rates set forth in the report prepared by David Taussig and Associates for CFD No. 88-1 entitled "Capistrano Unified School District Community Facilities District Fiscal Year 2011-12 Administration" ("DTA 2011-12 Administration Report") submitted herewith. The DTA 2011-12 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the Orange County Auditor.

Section 4. All of the collections of the Special Tax shall be used only as provided for in the Act and the Resolutions of Formation. The Special Tax shall be levied only so long as needed to accomplish the purposes described in the Resolutions of Formation.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this Board from time to time.

Section 6. When Bonds are sold and issued, or such Special Taxes are pledged as to Bonds issued, as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the Series 1996 Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the Act and the applicable provisions of any Bonds issued on behalf of CFD No. 88-1.

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2011-12 on or before

August 15, 2011, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

ADOPTED, SIGNED, AND APPROVED this 8<sup>th</sup> day of August, 2011.

BOARD OF TRUSTEES OF THE CAPISTRANO  
UNIFIED SCHOOL DISTRICT ACTING AS THE  
LEGISLATIVE BODY OF COMMUNITY  
FACILITIES DISTRICT NO. 88-1 OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
(RANCHO SANTA MARGARITA)

By: \_\_\_\_\_  
Jack R. Brick, President of the Board of  
Trustees of the Capistrano Unified School  
District

By: \_\_\_\_\_  
John M. Alpay, Clerk of the Board of  
Trustees of the Capistrano Unified School  
District

STATE OF CALIFORNIA            )  
  )       ss.  
COUNTY OF ORANGE            )

I, John M. Alpay, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District at a meeting of the Board of Trustees held on the 8<sup>th</sup> day of August, 2011, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: \_\_\_\_\_  
John M. Alpay, Clerk of the Board of  
Trustees of the Capistrano Unified School  
District

STATE OF CALIFORNIA    )  
                                      ) ss.  
COUNTY OF ORANGE     )

I, John M. Alpay, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Capistrano Unified School District at a regular meeting of said Board held on the 8<sup>th</sup> day of August, 2011.

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John M. Alpay, Clerk of the Board of  
Trustees of the Capistrano Unified School  
District





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

August 8, 2011

**RESOLUTION NO. 1112-03 AUTHORIZING AND PROVIDING FOR THE LEVY OF A  
SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 90-2 (TALEGA)  
FOR FISCAL YEAR 2011-12**

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**BACKGROUND INFORMATION**

On July 2, 1990, the Board of Trustees adopted Ordinance No. 90-2-1 which authorized the levy and collection of "Special Taxes" within Community Facilities District No. 90-2 (Talega).

One local capital revenue source available to the District is the establishment of a community facilities district (Mello-Roos) which has an annual obligation to pay debt services on "Bonds" issued and as applicable provide funds for additional facilities.

The California Government Code Section 53311 ("Act") provides for the annual levy of Mello-Roos special taxes in Community Facilities Districts formed under the terms of the Act. The "Resolution" establishing Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) ("CFD No. 90-2") provides that the legislative body shall, by annual resolution, levy the "Special Tax" for CFD No. 90-2 at the rates applicable to each parcel. David Taussig & Associates ("DTA"), the District's "Special Tax Consultant," has calculated the annual levy and prepared the report ("DTA 2011-2012 Administration Report for CFD No. 90-2") setting forth the Special Taxes required and authorized to be levied on each parcel in CFD No. 90-2 including amounts to pay the "Special Tax Requirement." The DTA 2011-2012 Administration Report for CFD No. 90-2 is on file at the District Office and is by this reference herein incorporated for the purpose of levying such Special Taxes for fiscal year 2011-2012. The Special Tax Requirement includes the amount needed to pay the debt service on the Bonds in the current fiscal year, costs of administering CFD No. 90-2, any other facilities, and replenishment of the "Reserve Fund," or incidental costs authorized.

**CURRENT CONSIDERATIONS**

This agenda item pertains to the approval of Resolution No. 1112-03 authorizing the levy of a Special Tax within CFD No. 90-2 (Talega) for fiscal year 2011-2012.

In order to secure the tax roll for CFD No. 90-2 in fiscal year 2011-2012, the District must notify the County of Orange Auditor-Controller no later than August 15, 2011, with a certified copy of Resolution No. 1112-03, along with a copy of the annual levy of Special Taxes for the fiscal year 2011-2012. DTA will deliver the required documents on the District's behalf to the County of Orange.

EXHIBIT 12

1 of 7

**Resolution No. 1112-03 Authorizing Levy of  
Special Tax in CFD No. 90-2  
August 8, 2011  
Page 2**

**FINANCIAL IMPLICATIONS**

This Special Tax will be used to pay debt service on Bonds of CFD No. 90-2, administrative expenses, and facilities costs of CFD No. 90-2 for the fiscal year 2011-2012. In order to collect Special Taxes to satisfy the debt service required to pay for the principal, interest on Bonds of CFD No. 90-2, administrative expenses, and facilities costs with respect to CFD No. 90-2, the District must apply for the levy of Special Taxes for fiscal year 2011-2012 through the Orange County Treasurer-Tax Collector's Office.

**STAFF RECOMMENDATION**

It is recommended the Board approve Resolution No. 1112-03, authorizing and providing for the levy and collection of Special Taxes within CFD No. 90-2 (Talega) for fiscal year 2011-2012.

RESOLUTION NO. 1112-03

RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT ACTING AS THE  
LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT  
NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT  
(TALEGA) AUTHORIZING THE LEVY OF SPECIAL TAXES  
WITHIN COMMUNITY FACILITIES DISTRICT NO. 90-2  
(TALEGA) FOR FISCAL YEAR 2011-12

WHEREAS, the Capistrano Unified School District ("District") previously established Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) ("CFD No. 90-2"), pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended ("Act"); and

WHEREAS, the Board of Trustees ("Board"), acting as the legislative body of CFD No. 90-2, pursuant to the Act, on April 26, 1999, adopted its Resolution No. 9899-112 to alter the existing rate and method of apportionment of "Special Taxes," facilities and boundaries of CFD No. 90-2 and stating its intention to increase and incur bonded indebtedness in an aggregate principal amount not to exceed \$50,000,000, and conducted a hearing on such matters on June 14, 1999; and

WHEREAS, the Board called and duly held an election on June 14, 1999, in Community Facilities District No. 90-2 for the purpose of presenting to the qualified electors within CFD No. 90-2 Propositions A, B and C, authorizing the above-described amendments within CFD No. 90-2, which Propositions were approved by more than two-thirds of the votes cast at said election, thereby authorizing the Board to levy the Special Taxes described in Propositions A, B and C, for the purposes described therein and to take the necessary steps to levy the Special Taxes authorized by Propositions A, B and C; and

WHEREAS, the Board acting as the legislative body of CFD No. 90-2 is authorized pursuant to Resolution No. 9899-112 and Ordinance No. 90-2-1 ("Ordinance") to levy a Special Tax on property in CFD No. 90-2 which shall be sufficient to pay principal, interest and administrative expenses with respect to all "Bonds" of CFD No. 90-2, to pay for the construction, acquisition and rehabilitation of certain public facilities authorized to be financed by the levy of Special Taxes of CFD No. 90-2 pursuant to Resolution No. 9899-112 and to pay all expenses incidental thereto; and

WHEREAS, the District previously issued its 2001 Special Tax Bonds ("2001 Bonds") in the aggregate principal amount of \$23,050,000 and its 2002 Special Tax Bonds ("2002 Bonds") in the aggregate principal amount of \$17,605,000 (2001 Bonds and 2002 Bonds being referred to herein collectively as "Prior Bonds") for the purpose of financing authorized facilities and related costs of the District; and

WHEREAS, the District additionally issued its \$44,980,000 Series 2006 Special Tax Refunding Bonds ("2006 Bonds") for the purpose of refunding the Prior Bonds; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2010-11, for the purpose specified in the Ordinance, by the adoption of a "Resolution" as specified by the Act and the Ordinance; and

WHEREAS, the Special Taxes being levied hereunder are at the rate or at a lower rate than provided by the Ordinance.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 90-2, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The Special Tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 90-2, which are not otherwise exempt from taxation under the Act or the Ordinance, the Special Taxes for Fiscal Year 2011-12 at the tax rates set forth in the report prepared by David Taussig and Associates entitled "Capistrano Unified School District Community Facilities District Fiscal Year 2011-12 Administration" ("DTA 2011-12 Administration Report") submitted herewith. The DTA 2011-12 Administration Report for CFD No. 90-2 is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the Orange County Auditor.

Section 4. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolution No. 9899-112. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolution No. 9899-112.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this Board from time to time.

Section 6. When Bonds are sold and issued or such Special Taxes pledged as to Bonds issued as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the 2006 Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support

Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the applicable provisions of any Bonds issued on behalf of CFD No. 90-2.

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2011-12 on or before August 15, 2011, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

ADOPTED, SIGNED, AND APPROVED this 8<sup>th</sup> day of August, 2011.

BOARD OF TRUSTEES OF THE CAPISTRANO  
UNIFIED SCHOOL DISTRICT ACTING AS THE  
LEGISLATIVE BODY OF COMMUNITY  
FACILITIES DISTRICT NO. 90-2 OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
(TALEGA)

By: \_\_\_\_\_  
Jack R. Brick, President of the Board of  
Trustees of the Capistrano Unified School  
District

By: \_\_\_\_\_  
John M. Alpay, Clerk of the Board of  
Trustees of the Capistrano Unified School  
District

STATE OF CALIFORNIA            )  
  )       ss.  
COUNTY OF ORANGE            )

I, John M. Alpay, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District at a meeting of the Board of Trustees held on the 8<sup>th</sup> day of August, 2011, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: \_\_\_\_\_  
John M. Alpay, Clerk of the Board of  
Trustees of the Capistrano Unified School  
District

STATE OF CALIFORNIA     )  
  ) ss.  
COUNTY OF ORANGE     )

I, John M. Alpay, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Capistrano Unified School District at a regular meeting of said Board held on the 8<sup>th</sup> day of August, 2011.

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John M. Alpay, Clerk of the Board of Trustees of the  
Capistrano Unified School District





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

August 8, 2011

**RESOLUTION NO. 1112-04 AUTHORIZING AND PROVIDING FOR THE LEVY OF A  
SPECIAL TAX WITHIN IMPROVEMENT AREA NO. 2002-1 OF COMMUNITY  
FACILITIES DISTRICT NO. 90-2 (TALEGA) FOR FISCAL YEAR 2011-12**

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**BACKGROUND INFORMATION**

On July 29, 2002, the Board of Trustees ("Board") adopted Ordinance No. 2002-90-2 which authorized the levy and collection of "Special Taxes" within Improvement Area No. 2002-1 of Community Facilities District No. 90-2 (Talega).

One local capital revenue source available to the "District" is the establishment of a community facilities district (Mello-Roos) which has an annual obligation to pay debt services on "Bonds" issued and as applicable provide for additional facilities.

The California Government Code Section 53311 ("Act") provides for the annual levy of Mello-Roos special taxes in an improvement area ("IA") designated under the terms of the Act. The "Resolution" establishing "IA No. 2002-1" of Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) ("CFD No. 90-2") provides that the legislative body shall, by annual resolution, levy the Special Tax for IA No. 2002-1 of CFD No. 90-2 at the rates applicable to each parcel. David Taussig & Associates ("DTA"), the District's "Special Tax Consultant," has calculated the annual levy and prepared the report ("DTA 2011-2012 Administration Report for IA No. 2002-1 of CFD No. 90-2") setting forth the Special Taxes required and authorized to be levied on each parcel in IA No. 2002-1 of CFD No. 90-2 including amounts to pay the "Special Tax Requirement." The DTA 2011-2012 Administration Report for IA No. 2002-1 of CFD No. 90-2 is on file at the District Office and is by this reference herein incorporated for the purpose of levying such Special Taxes for fiscal year 2011-2012. The Special Tax Requirement includes the amount needed to pay the debt service on the Bonds in the current fiscal year, costs of administering IA No. 2002-1 and any other facilities, and replenishment of the "Reserve Fund," or incidental costs authorized.

**CURRENT CONSIDERATIONS**

This agenda item pertains to the approval of Resolution No. 1112-04, authorizing the levy of a Special Tax within IA No. 2002-1 of CFD No. 90-2 (Talega) for fiscal year 2011-2012.

In order to secure the tax roll for IA No. 2002-1 of CFD No. 90-2 in fiscal year 2011-2012, the District must notify the County of Orange Auditor-Controller no later than August 15, 2011, with a certified copy of Resolution No. 1112-04, along with a copy of the annual levy of Special Taxes for the fiscal year 2011-2012. DTA will deliver the required documents on the District's behalf to the County of Orange.

**Resolution No. 1112-04 Authorizing Levy of  
Special Tax in CFD No. 2002-1 of CFD No. 90-2  
August 8, 2011  
Page 2**

**FINANCIAL IMPLICATIONS**

This Special Tax will be used to pay debt service on Bonds of IA No. 2002-1 of CFD No. 90-2, administrative expenses, and facilities costs of CFD No. 90-2 for the fiscal year 2011-2012. In order to collect Special Taxes to satisfy the debt service required to pay for the principal, interest on Bonds of IA No. 2002-1 of CFD No. 90-2, administrative expenses, and facilities costs with respect to IA No. 2002-1 of CFD No. 90-2, the District must apply for the levy of Special Taxes for fiscal year 2011-2012 through the Orange County Treasurer-Tax Collector's Office.

**STAFF RECOMMENDATION**

It is recommended the Board approve Resolution No. 1112-04, authorizing and providing for the levy and collection of Special Taxes within IA No. 2002-1 of CFD No. 90-2 (Talega) for fiscal year 2011-2012.

## RESOLUTION NO. 1112-04

RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT ACTING AS THE  
LEGISLATIVE BODY OF IMPROVEMENT AREA NO. 2002-1  
OF COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA)  
AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN  
IMPROVEMENT AREA NO. 2002-1 OF COMMUNITY  
FACILITIES DISTRICT NO. 90-2 (TALEGA) FOR FISCAL YEAR  
2011-12

WHEREAS, the Capistrano Unified School District ("District") previously established Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) ("CFD No. 90-2") and, on June 24, 2002, pursuant to Resolution No. 0102-102 designated Improvement Area No. 2002-1 of CFD 90-2 ("Improvement Area"), authorized the issuance of bonded indebtedness of the Improvement Area in an amount not to exceed \$50,000,000 and established an appropriations limit therefor, all pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended ("Act"); and

WHEREAS, the Board of Trustees ("Board") called and duly held an election on June 24, 2002, in the Improvement Area for the purpose of presenting to the qualified electors within CFD No. 90-2 Propositions A, B and C, authorizing the levy of "Special Taxes" and the above-described issuance of bonded indebtedness within the Improvement Area, which Propositions were approved by more than two-thirds of the votes cast at said election, thereby authorizing the Board to levy the Special Taxes described in Propositions A, B and C, for the purposes described therein and to take the necessary steps to levy the Special Taxes authorized by Propositions A, B and C; and

WHEREAS, the Board acting as the legislative body of the Improvement Area is authorized pursuant to Resolutions No. 0102-102 and Ordinance No. 2002-90-2 ("Ordinance") to levy a Special Tax on property in the Improvement Area which shall be sufficient to pay principal, interest and administrative expenses with respect to all bonds of CFD No. 90-2, to pay for the construction, acquisition and rehabilitation of certain public facilities authorized to be financed by the levy of Special Taxes of the Improvement Area pursuant to Resolution No. 0102-102 and to pay all expenses incidental thereto; and

WHEREAS, the District has previously issued bonds in an aggregate principal amount of \$49,675,000 designated as the "Community Facilities District No. 90 2 of the Capistrano Unified School District (Talega) Series 2003 Special Tax Bonds (Improvement Area No. 2002-1)" ("Bonds"); and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2011-12 for the purpose specified in the Ordinance, by the adoption of a "Resolution" as specified by the Act and the Ordinance; and

WHEREAS, the Special Taxes being levied hereunder are at the rate or at a lower rate than provided by the Ordinance.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF IMPROVEMENT AREA NO. 2002-1 OF COMMUNITY FACILITIES DISTRICT NO. 90-2, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The Special Tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the Improvement Area which are not otherwise exempt from taxation under the Act or the Ordinance, the Special Taxes for Fiscal Year 2011-12 at the tax rates set forth in the report prepared by David Taussig and Associates entitled "Capistrano Unified School District Fiscal Year 2011-12 Administration" ("DTA 2011-12 Administration Report") submitted herewith. The DTA 2011-12 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the Orange County Auditor.

Section 4. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolution No. 0102-102. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolution No. 0102-102.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this Board from time to time.

Section 6. When Bonds are sold and issued, or such Special Taxes pledged as to Bonds issued as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of

the last installment of principal on the Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the applicable provisions of any Bonds issued on behalf of the Improvement Area.

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2011-12 on or before August 15, 2011, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

ADOPTED, SIGNED, AND APPROVED this 8<sup>th</sup> day of August, 2011.

BOARD OF TRUSTEES OF THE CAPISTRANO  
UNIFIED SCHOOL DISTRICT ACTING AS THE  
LEGISLATIVE BODY OF IMPROVEMENT  
AREA NO. 2002-1 OF COMMUNITY  
FACILITIES DISTRICT NO. 90-2 OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
(TALEGA)

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

Jack R. Brick, President of the Board of  
Trustees of the Capistrano Unified School  
District

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

John M. Alpay, Clerk of the Board of  
Trustees of the Capistrano Unified School  
District

STATE OF CALIFORNIA            )  
  )       ss.  
COUNTY OF ORANGE            )

I, John M. Alpay, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District at a meeting of the Board of Trustees held on the 8<sup>th</sup> day of August, 2011, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: \_\_\_\_\_  
John M. Alpay, Clerk of the Board of  
Trustees of the Capistrano Unified School  
District

STATE OF CALIFORNIA    )  
  ) ss.  
COUNTY OF ORANGE     )

I, John M. Alpay, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Capistrano Unified School District at a regular meeting of said Board held on the 8<sup>th</sup> day of August, 2011.

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Jack R. Brick, Clerk of the Board of Trustees of the  
Capistrano Unified School District





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

August 8, 2011

**RESOLUTION NO. 1112-05 AUTHORIZING AND PROVIDING FOR THE LEVY OF A  
SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 92-1 (LAS  
FLORES) FOR FISCAL YEAR 2011-12**

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**BACKGROUND INFORMATION**

On August 19, 1993, the Board of Trustees adopted Ordinance No. 92-1 which authorized the levy and collection of "Special Taxes" within Community Facilities District No. 92-1 (Las Flores).

One local capital revenue source available to the District is the establishment of a community facilities district (Mello-Roos) which has an annual obligation to pay debt services on "Bonds" issued and as applicable provide funds for additional facilities.

The California Government Code Section 53311 ("Act") provides for the annual levy of Mello-Roos special taxes in community facilities districts formed under the terms of the Act. The "Resolution" establishing Community Facilities District No. 92-1 of the Capistrano Unified School District (Las Flores) ("CFD No. 92-1") provides that the legislative body shall, by annual resolution, levy the Special Tax for CFD No. 92-1 at the rates applicable to each parcel. David Taussig & Associates ("DTA"), the District's "Special Tax Consultant," has calculated the annual levy and prepared the report ("DTA 2011-2012 Administration Report for CFD No. 92-1") setting forth the Special Taxes required and authorized to be levied on each parcel in CFD No. 92-1 including amounts to pay the "Special Tax Requirement." The DTA 2011-2012 Administration Report for CFD No. 92-1 is on file at the District Office and is by this reference herein incorporated for the purpose of levying such Special Taxes for fiscal year 2011-2012. The Special Tax Requirement includes the amount needed to pay the debt service on the Bonds in the current fiscal year, costs of administering CFD No. 92-1, any other facilities, and replenishment of the "Reserve Fund," or incidental costs authorized.

**CURRENT CONSIDERATIONS**

This agenda item pertains to the approval of Resolution No. 1112-05, authorizing the levy of a Special Tax within CFD No. 92-1 (Las Flores) for fiscal year 2011-2012.

In order to secure the tax roll for CFD No. 92-1 in fiscal year 2011-2012, the District must notify the County of Orange Auditor-Controller no later than August 15, 2011, with a certified copy of Resolution No. 1112-05, along with a copy of the annual levy of Special Taxes for the fiscal year 2011-2012. DTA will deliver the required documents on the District's behalf to the County of Orange.

**Resolution No. 1112-05 Authorizing Levy of  
Special Tax in CFD No. 92-1  
August 8, 2011  
Page 2**

**FINANCIAL IMPLICATIONS**

This Special Tax will be used to pay debt service on Bonds of CFD No. 92-1, administrative expenses, and facilities costs of CFD No. 92-1 for the fiscal year 2011-2012. In order to collect Special Taxes to satisfy the debt service required to pay for the principal, interest on Bonds of CFD No. 92-1, administrative expenses, and facilities costs with respect to CFD No. 92-1, the District must apply for the levy of Special Taxes for fiscal year 2011-2012 through the Orange County Treasurer-Tax Collector's Office.

**STAFF RECOMMENDATION**

It is recommended the Board approve Resolution No. 1112-05, authorizing and providing for the levy and collection of Special Taxes within CFD No. 92-1 (Las Flores) for fiscal year 2011-2012.

## RESOLUTION NO. 1112-05

### RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 92-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (LAS FLORES) AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 92-1 (LAS FLORES) FOR FISCAL YEAR 2011-12

WHEREAS, the Capistrano Unified School District ("District") previously established Community Facilities District No. 92-1 of the Capistrano Unified School District (Las Flores) ("CFD No. 92-1") pursuant to the term and provisions of the Mello-Roos Community Facilities Act of 1982, as amended ("Act"); and

WHEREAS, CFD No. 92-1 issued its Series 1993 Special Tax Bonds on September 9, 1993, in the amount of \$8,515,000 ("Series 1993 Bonds") pursuant to Resolution No. 93-76 adopted by the Board of Trustees ("Board") of the District acting as the legislative body of CFD No. 92-1, on August 16, 1993; and

WHEREAS, CFD No. 92-1 issued its Series 1997 Special Tax Bonds on January 16, 1997, in the amount of \$12,500,000 ("Series 1997 Bonds") pursuant to Resolution No. 9697-52 adopted by the Board on November 18, 1996; and

WHEREAS, CFD No. 92-1 issued its Series 1998 Special Tax Bonds on July 1, 1998, in the amount of \$31,360,000 ("Series 1998 Bonds") for the purposes of refunding the Series 1993 Bonds and the Series 1997 Bonds and to finance additional capital facilities, pursuant to Resolution No. 9798-12 adopted by the Board on May 18, 1998; and

WHEREAS, on April 19, 1993, the Board, acting as the legislative body of CFD No. 92-1, adopted Ordinance No. 92-1-1 which authorized the levy and collection of the "Special Taxes" within CFD No. 92-1 ("Ordinance"), as provided in the Act and Ordinance and as approved by the qualified electors; and

WHEREAS, the Board acting as the legislative body of CFD No. 92-1 is authorized pursuant to the resolutions of such Board forming CFD No. 92-1 ("Resolutions of Formation") and the Ordinance to levy a Special Tax sufficient to pay principal, interest and administrative expenses with respect to all "Bonds" of CFD No. 92-1, including the Series 1998 Bonds, to pay certain costs of the "Facilities" (as defined in the Resolutions of Formation) and to pay all expenses incidental thereto; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2011-12, for the purpose specified in the Ordinance, by the adoption of a "Resolution" as specified by the Act and the Ordinance; and

WHEREAS, the Special Taxes being levied hereunder are at the rate or at a lower rate than provided by the Ordinance.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 92-1 DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The above recitals are all true and correct.

Section 2. The Special Tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 92-1, which are not otherwise exempt from taxation under the Act or the Ordinance, the Special Taxes for Fiscal Year 2011-12 at the tax rates set forth in the report prepared by David Taussig and Associates entitled "Capistrano Unified School District Community Facilities District Fiscal Year 2011-12 Administration" ("DTA 2011-12 Administration Report") submitted herewith. The DTA 2011-12 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the Orange County Auditor.

Section 4. All of the collections of the Special Tax shall be used only as provided for in the Act and the Resolutions of Formation. The Special Tax shall be levied only so long as needed to accomplish the purposes described in the Resolutions of Formation.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this Board from time to time.

Section 6. When Bonds are sold and issued, or such Special Taxes are pledged as to Bonds issued as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of

the last installment of principal on the Series 1998 Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the applicable provisions of any Bonds issued on behalf of CFD No. 92-1.

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution and the DTA Annual Report to the Orange County Auditor, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2011-12 on or before August 15, 2011, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

ADOPTED, SIGNED AND APPROVED this 8<sup>th</sup> day of August, 2011.

BOARD OF TRUSTEES OF THE CAPISTRANO  
UNIFIED SCHOOL DISTRICT ACTING AS THE  
LEGISLATIVE BODY OF COMMUNITY  
FACILITIES DISTRICT NO. 92-1 OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
(LAS FLORES)

By: \_\_\_\_\_  
Jack R. Brick, President of the Board of  
Trustees of the Capistrano Unified School  
District

By: \_\_\_\_\_  
John M. Alpay, Clerk of the Board of  
Trustees of the Capistrano Unified School  
District

STATE OF CALIFORNIA            )  
  )       ss.  
COUNTY OF ORANGE            )

I, John M. Alpay, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District at a meeting of the Board of Trustees held on the 8<sup>th</sup> day of August, 2011, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: \_\_\_\_\_  
John M. Alpay, Clerk of the Board of  
Trustees of the Capistrano Unified School  
District

STATE OF CALIFORNIA    )  
                                      ) ss.  
COUNTY OF ORANGE     )

I, John M. Alpay, Clerk of the Board of Trustees of the Capistrano Unified School District, State of California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 8<sup>th</sup> day of August, 2011.

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John M. Alpay, Clerk of the Board of Trustees of  
the Capistrano Unified School District





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

August 8, 2011

**RESOLUTION NO. 1112-06 AUTHORIZING AND PROVIDING FOR THE LEVY OF A  
SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 94-1 (RANCHO  
SANTA MARGARITA) FOR FISCAL YEAR 2011-2012**

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**BACKGROUND INFORMATION**

On June 26, 1995, the Board of Trustees adopted Ordinance No. 94-1-1, which authorized the levy and collection of "Special Taxes" within Community Facilities District No. 94-1 (Rancho Santa Margarita).

One local capital revenue source available to the District is the establishment of a community facilities district (Mello-Roos) which has an annual obligation to pay debt services on bonds, if any, and to levy and collect Special Taxes of such community facilities district to provide funds for additional facilities.

The California Government Code Section 53311 ("Act") provides for the annual levy of Mello-Roos special taxes in community facilities districts formed under the terms of the Act if "Bonds" have been issued and authorizes the levy and collection of Special Taxes for facilities and costs of administering CFD No. 94-1 (hereinafter defined). The "Resolution" establishing Community Facilities District No. 94-1 of the Capistrano Unified School District (Santa Margarita) ("CFD No. 94-1") provides that the legislative body shall, by annual Resolution, levy the Special Tax for CFD No. 94-1 at the rates applicable to each parcel when Bonds have been issued and may do so to fund facilities and costs of administering CFD No. 94-1. David Taussig & Associates ("DTA"), the District's "Special Tax Consultant," has calculated the annual levy and prepared the report ("DTA 2011-2012 Administration Report for CFD No. 94-1") setting forth the Special Taxes required and authorized to be levied on each parcel in CFD No. 94-1 that is sufficient, together with the Special Taxes of CFD No. 88-1, in order to pay the "Special Tax Requirement." The DTA 2011-2012 Administration Report for CFD No. 94-1 is on file at the District Office and is by this reference herein incorporated for the purpose of levying such Special Taxes for fiscal year 2011-2012. The Special Tax Requirement includes the amount needed to pay the debt service on the Bonds in the current fiscal year of CFD No. 88-1, and any Bonds and/or certificates of participation for which such Special Taxes have been committed, to pay certain costs of facilities, costs of administering CFD No. 94-1, any other facilities, and replenishment of the "Reserve Fund," or incidental costs authorized.

**CURRENT CONSIDERATIONS**

This agenda item pertains to the approval of Resolution No. 1112-06, authorizing the levy of a Special Tax within CFD No. 94-1 (Rancho Santa Margarita) for fiscal year 2011-2012.

In order to secure the tax roll for CFD No. 94-1 in fiscal year 2011-2012, the District must notify the County of Orange Auditor-Controller no later than August 15, 2011, with a certified copy of Resolution No. 1112-06, along with a copy of the annual levy of Special Taxes for the fiscal year 2011-2012. DTA will deliver the required documents on the District's behalf to the County of Orange.

**FINANCIAL IMPLICATIONS**

This Special Tax will be used to pay debt service for CFD No. 94-1 on Bonds of CFD No. 94-1, if any, or on Bonds for which such Special Taxes have been committed, administrative expenses, and facilities costs for the fiscal year 2011-2012. In order to collect Special Taxes to satisfy such debt service, if any, administrative expenses, and facilities costs with respect to CFD No. 94-1, the District must apply for the levy of Special Taxes for fiscal year 2011-2012 through the Orange County Treasurer-Tax Collector's Office.

**STAFF RECOMMENDATION**

It is recommended the Board approve Resolution No. 1112-06, authorizing and providing for the levy and collection of Special Taxes within CFD No. 94-1 (Rancho Santa Margarita) for the fiscal year 2011-2012.

## RESOLUTION NO. 1112-06

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 94-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (RANCHO SANTA MARGARITA) AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 94-1 (RANCHO SANTA MARGARITA) FOR FISCAL YEAR 2011-12

WHEREAS, the Capistrano Unified School District ("District") previously established Community Facilities District No. 94-1 of the Capistrano Unified School District (Rancho Santa Margarita) ("CFD No. 94-1") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended ("Act"); and

WHEREAS, the Board of Trustees ("Board") of the District acting as the legislative body of CFD No. 94-1 is authorized pursuant to Resolutions Nos. 94-64 and 94-65 ("Resolutions of Formation") and Ordinance No. 94-1-1 adopted by the Board on June 26, 1995 ("Ordinance"), to levy a "Special Tax" sufficient, together with Special Taxes of Community Facilities District No. 88-1 of the Capistrano Unified School District ("CFD No. 88-1"), to pay principal, interest, other periodic costs and administrative expenses with respect to "Bonds" of CFD 88-1 and any Bonds and/or certificates of participation proposed to be issued to finance the Facilities, including the Series 1996 Bonds (as defined below), to pay certain costs of the Facilities (as defined in the Resolutions of Formation) and to pay all expenses incidental thereto; and

WHEREAS, CFD No. 88-1 issued its Series 1989 Special Tax Bonds in the amount of \$12,500,000 pursuant to Resolution No. 89-48, adopted by the Board acting as the legislative body of CFD No. 88-1, which Bonds were refunded by the issuance of the CFD No. 88-1 Series 1996 \$12,755,000 Special Tax Refunding Bonds pursuant to Resolution No. 9596-98 adopted by the Board on March 25, 1996 ("Series 1996 Bonds"); and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2011-12, for the purpose specified in the Ordinance, by the adoption of a "Resolution" as specified by the Act and the Ordinance; and

WHEREAS, the Special Taxes being levied hereunder are at the rate or at a lower rate than provided by the Ordinance.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 94-1, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

EXHIBIT "A"

Section 1. The above recitals are true and correct.

Section 2. The Special Tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 94-1, which are not otherwise exempt from taxation under the Act or the Ordinance the Special Taxes for Fiscal Year 2011-12, at the tax rates set forth in the report prepared by David Taussig and Associates entitled "Capistrano Unified School District Community Facilities District Fiscal Year 2011-12 Administration" ("DTA 2011-12 Administration Report") submitted herewith. The DTA 2011-12 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the Orange County Auditor.

Section 4. All of the collections of the Special Tax shall be used only as provided for in the Act and the Resolutions of Formation. The Special Tax shall be levied only so long as needed to accomplish the purposes described in the Resolutions of Formation.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this Board from time to time.

Section 6. When Bonds are sold and issued, or such Special Taxes pledged as to Bonds issued as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the Series 1996 Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the Act and the applicable provisions of any Bonds issued on behalf of CFD No. 94-1.

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Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2011-12 on or before August 15, 2011, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

ADOPTED, SIGNED, AND APPROVED this 8<sup>th</sup> day of August, 2011.

BOARD OF TRUSTEES OF THE CAPISTRANO  
UNIFIED SCHOOL DISTRICT ACTING AS THE  
LEGISLATIVE BODY OF COMMUNITY FACILITIES  
DISTRICT NO. 94-1 OF THE CAPISTRANO UNIFIED  
SCHOOL DISTRICT (RANCHO SANTA MARGARITA)

By: \_\_\_\_\_  
Jack R. Brick, President of the Board of Trustees of  
the Capistrano Unified School District

By: \_\_\_\_\_  
John M. Alpay, Clerk of the Board of Trustees of  
the Capistrano Unified School District

STATE OF CALIFORNIA            )  
  )     ss.  
COUNTY OF ORANGE            )

I, John M. Alpay, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District at a meeting of the Board of Trustees held on the 8<sup>th</sup> day of August, 2011, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: \_\_\_\_\_  
John M. Alpay, Clerk of the Board of  
Trustees of the Capistrano Unified School  
District

STATE OF CALIFORNIA    )  
                                      ) ss.  
COUNTY OF ORANGE    )

I, John M. Alpay, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Capistrano Unified School District at a regular meeting of said Board held on the 8th day of August, 2011.

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John M. Alpay, Clerk of the Board of Trustees of  
the Capistrano Unified School District





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

August 8, 2011

**RESOLUTION NO. 1112-07 AUTHORIZING AND PROVIDING FOR THE LEVY OF A  
SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 98-1A  
(PACIFICA SAN JUAN) FOR FISCAL YEAR 2011-12**

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**BACKGROUND INFORMATION**

On March 8, 1999, the Board of Trustees adopted Ordinance No. 98-1A, which authorized the levy and collection of “Special Taxes” within Community Facilities District No. 98-1A (Pacifica San Juan).

One local capital revenue source available to the District is the establishment of a community facilities district (Mello-Roos) which has an annual obligation to pay debt services on Bonds issued and as applicable provide funds for additional facilities.

The California Government Code Section 53311 (“Act”) provides for the annual levy of Mello-Roos special taxes in community facilities districts formed under the terms of the Act as to “Bonds” that have been issued and authorizes such as provided for by applicable contractual agreements with property owners or other local governmental agencies. The “Resolution” establishing Community Facilities District No. 98-1A of the Capistrano Unified School District (Pacifica San Juan) (“CFD No. 98-1A”) provides that the legislative body shall, by annual resolution, levy the Special Tax for CFD No. 98-1A at the rates applicable to each parcel. David Taussig & Associates (“DTA”), the District’s “Special Tax Consultant,” has calculated the annual levy and prepared the report (“DTA 2011-2012 Administration Report for CFD No. 98-1A”) setting forth the Special Taxes required and authorized to be levied on each parcel in CFD No. 98-1A including amounts to pay the “Special Tax Requirement.” The DTA 2011-2012 Administration Report for CFD No. 98-1A is on file at the District Office and is by this reference herein incorporated for the purpose of levying such Special Taxes for fiscal year 2011-2012. The Special Tax Requirement includes the amount needed to pay the debt service on the Bonds in the current fiscal year, costs of administering CFD No. 98-1A, any other facilities, and replenishment of the “Reserve Fund,” or incidental costs authorized and to meet contractual obligations with property owners and other local governmental agencies.

Failure to levy the annual Special Taxes would be a breach of any applicable contracts and might expose CFD No. 98-1A to claims by any property owner or other party with whom it may have contractual obligations.

**CURRENT CONSIDERATIONS**

This “Agenda Item” pertains to the approval of Resolution No. 1112-07, authorizing the levy of a Special Tax within CFD No. 98-1A (Pacifica San Juan) for fiscal year 2011-2012. Such Special Taxes as levied in fiscal year 2009-10 on a partial basis and for fiscal year 2011-2012 on a partial basis are levied at less than the “Assigned Special Tax” for CFD No. 98-1A. As in fiscal year 2009-10, this is not a precedent for future fiscal years as to do so would be contrary to contracts previously entered into with the applicable property owner.

In order to secure the tax roll for CFD No. 98-1A in fiscal year 2011-2012, the District must notify the County of Orange Auditor-Controller no later than August 15, 2011, with a certified copy of Resolution No. 1112-07, along with a copy of the annual levy of Special Taxes for the fiscal year 2011-2012. DTA will deliver the required documents on the District’s behalf to the County of Orange.

**FINANCIAL IMPLICATIONS**

This Special Tax will be used to pay for facilities consistent with applicable contractual obligations or, as applicable, when issued, debt service on Bonds of CFD No. 98-1A, administrative expenses, and facilities costs of CFD No. 98-1A for the fiscal year 2011-2012. In order to collect Special Taxes to satisfy the applicable contractual obligations and as applicable, or debt service required to pay for the principal, interest on Bonds of CFD No. 98-1A when issued, administrative expenses, and facilities costs with respect to CFD No. 98-1A, the District must apply for the levy of Special Taxes for fiscal year 2011-2012 through the Orange County Treasurer-Tax Collector’s Office.

**STAFF RECOMMENDATION**

It is recommended the Board approve Resolution No. 1112-07, authorizing and providing for the levy and collection of Special Taxes within CFD No. 98-1A (Pacifica San Juan) for the fiscal year 2011-2012.

## RESOLUTION NO. 1112-07

### RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 98-1A OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (PACIFICA SAN JUAN) AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 98-1A (PACIFICA SAN JUAN) FOR FISCAL YEAR 2011-12

WHEREAS, the Capistrano Unified School District ("District") previously established Community Facilities District No. 98-1A of the Capistrano Unified School District (Pacifica San Juan) ("CFD No. 98-1A") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended ("Act"); and

WHEREAS, the Board of Trustees ("Board"), acting as the legislative body of CFD No. 98-1A pursuant to the Act has adopted its Resolution No. 03-04-77 calling for a public hearing and such public hearing was duly held on June 14, 2004, to consider certain amendments to the District ("Amendments"), as described in Resolution No. 03-04-77; and

WHEREAS, the Board called and duly held an election on June 14, 2004, regarding the Amendments as to CFD No. 98-1A for the purpose of presenting to the qualified electors within CFD No. 98-1A Propositions A, B and C authorizing the levy of an amended "Special Tax" within CFD No. 98-1A and to incur an indebtedness and issue "Bonds" in the maximum principal amount of \$45,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the "Facilities" and the "Incidental Expenses" described in Resolution No. 0304-77, which Propositions were approved by more than two-thirds of the votes cast at said election, thereby authorizing the Board to levy the Special Taxes described in Propositions A and B, respectively, for the purposes described therein and to take the necessary steps to levy the Special Taxes authorized by Propositions A and B; and

WHEREAS, the Board acting as the legislative body of CFD No. 98-1A is authorized, pursuant to Resolutions Nos. 03-04-77, 03-04-91 and Amendment to Ordinance No. 98-1A-1 adopted on June 28, 2004 ("Ordinance"), to levy a Special Tax on property in CFD No. 98-1A, which shall be sufficient to pay principal, interest and administrative expenses with respect to all Bonds of CFD No. 98-1A, to pay for the construction, acquisition and rehabilitation of certain public facilities authorized to be accomplished and as applicable financed by the levy of Special Taxes of CFD No. 98-1A pursuant to Resolution No. 03-03-91 and to pay all Incidental Expenses relating thereto; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2011-12 for the purposes specified in the Ordinance, by the adoption of a "Resolution" as specified by the Act and the Ordinance; and

WHEREAS, the Special Taxes being levied hereunder are at the rate or at a lower rate than provided by the Ordinance.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 98-1A, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The Special Tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 98-1A, which are not otherwise exempt from taxation under the Act or the Ordinance the Special Taxes for Fiscal Year 2011-12, at the tax rates set forth in the report prepared by David Taussig and Associates entitled "Capistrano Unified School District Community Facilities District Fiscal Year 2011-12 Administration" ("DTA 2011-12 Administration Report") submitted herewith. The DTA 2011-12 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the Orange County Auditor.

Section 4. All of the collections of the Special Tax shall be used only as provided for in the Act, Resolution No. 03-04-91, and the applicable "Mitigation Agreement" with the party or parties thereto. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolution No. 03-04-91 and the rates herein provided only for Fiscal Year 2011-12 and not as a precedent for any future Fiscal Years.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this Board from time to time.

Section 6. When Bonds are sold and issued, or such Special Taxes are pledged for Bonds issue as a cumulative remedy, if any amount levied as a Special Tax for payment of bond

interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the Act and the applicable provisions of any Bonds issued on behalf of CFD No. 98-1A.

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution and the DTA Annual Report to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2011-12 on or before August 15, 2011, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

ADOPTED, SIGNED, AND APPROVED this 8<sup>th</sup> day of August, 2011.

BOARD OF TRUSTEES OF THE CAPISTRANO  
UNIFIED SCHOOL DISTRICT ACTING AS THE  
LEGISLATIVE BODY OF COMMUNITY  
FACILITIES DISTRICT NO. 98-1A OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
(PACIFICA SAN JUAN)

By: \_\_\_\_\_  
Jack R. Brick, President of the Board of  
Trustees of the Capistrano Unified School  
District

By: \_\_\_\_\_  
John M. Alpay, Clerk of the Board of  
Trustees of the Capistrano Unified School  
District

STATE OF CALIFORNIA            )  
  )     ss.  
COUNTY OF ORANGE            )

I, John M. Alpay, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District at a meeting of the Board of Trustees held on the 8<sup>th</sup> day of August, 2011, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: \_\_\_\_\_  
John M. Alpay, Clerk of the Board of  
Trustees of the Capistrano Unified School  
District

STATE OF CALIFORNIA    )  
                                      ) ss.  
COUNTY OF ORANGE     )

I, John M. Alpay, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Trustees of the Capistrano Unified School District at a regular meeting of said Board held on the 8<sup>th</sup> day of August, 2011.

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John M. Alpay, Clerk of the Board of Trustees of  
the Capistrano Unified School District





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

August 8, 2011

**RESOLUTION NO. 1112-08 AUTHORIZING AND PROVIDING FOR THE LEVY OF A  
SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 98-2 (LADERA)  
FOR FISCAL YEAR 2011-12**

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**BACKGROUND INFORMATION**

On March 8, 1999, the Board of Trustees adopted Ordinance No. 98-2, which authorized the levy and collection of "Special Taxes" within Community Facilities District No. 98-2 (Ladera).

One local capital revenue source available to the District is the establishment of a community facilities district (Mello-Roos) which has an annual obligation to pay debt services on "Bonds" issued and as applicable provide funds for additional facilities.

The California Government Code Section 53311 ("Act") provides for the annual levy of Mello-Roos special taxes in community facilities districts formed under the terms of the Act. The "Resolution" establishing Community Facilities District No. 98-2 of the Capistrano Unified School District (Ladera) ("CFD No. 98-2") provides that the legislative body shall, by annual resolution, levy the Special Tax for CFD No. 98-2 at the rates applicable to each parcel. David Taussig & Associates ("DTA"), the District's "Special Tax Consultant," has calculated the annual levy and prepared the report ("DTA 2011-2012 Administration Report for CFD No. 98-2") setting forth the Special Taxes required and authorized to be levied on each parcel in CFD No. 98-2 including amounts to pay the "Special Tax Requirement." The DTA 2011-2012 Administration Report for CFD No. 98-2 is on file at the District Office and is by this reference herein incorporated for the purpose of levying such Special Taxes for fiscal year 2011-2012. The Special Tax Requirement includes the amount needed to pay the debt service on the Bonds in the current fiscal year, costs of administering CFD No. 98-2, any other facilities, and replenishment of the "Reserve Fund," or incidental costs authorized.

**CURRENT CONSIDERATIONS**

This agenda item pertains to the approval of Resolution No. 1112-08, authorizing the levy of a Special Tax within CFD No. 98-2 (Ladera) for fiscal year 2011-2012.

In order to secure the tax roll for the CFD No. 98-2 in fiscal year 2011-2012, the District must notify the County of Orange Auditor-Controller no later than August 15, 2011, with a certified copy of Resolution No. 1112-08, along with a copy of the annual levy of Special Taxes for the fiscal year 2011-2012. DTA will deliver the required documents on the District's behalf to the County of Orange.

**Resolution No. 1112-08 Authorizing Levy of  
Special Tax in CFD No. 98-2  
August 8, 2011  
Page 2**

**FINANCIAL IMPLICATIONS**

This Special Tax will be used to pay debt service on Bonds of CFD No. 98-2, administrative expenses, and facilities costs of CFD No. 98-2 for the fiscal year 2011-2012. In order to collect Special Taxes to satisfy the debt service required to pay for the principal, interest on Bonds of CFD No. 98-2, administrative expenses, and facilities costs with respect to CFD No. 98-2, the District must apply for the levy of Special Taxes for fiscal year 2011-2012 through the Orange County Treasurer-Tax Collector's Office.

**STAFF RECOMMENDATION**

It is recommended the Board approve Resolution No. 1112-08, authorizing and providing for the levy and collection of Special Taxes within CFD No. 98-2 (Ladera) for fiscal year 2011-2012.

## RESOLUTION NO. 1112-08

### RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 98-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (LADERA) AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 98-2 (LADERA) FOR FISCAL YEAR 2011-12

WHEREAS, the Capistrano Unified School District (“District”) previously established Community Facilities District No. 98-2 of the Capistrano Unified School District (Ladera) (“CFD No. 98-2”) pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended (“Act”); and

WHEREAS, CFD No. 98-2 issued its Series 1999 Special Tax Bonds in the amount of \$105,330,000 pursuant to Resolution No. 9899-91, adopted by the Board of Trustees (“Board”) of the District acting as the legislative body of CFD No. 98-2 on March 8, 1999 (“Series 1999 Special Tax Bonds”), which Series 1999 Special Tax Bonds were refunded on April 28, 2005, by the issuance of the CFD No. 98-2 Series 2005 Special Tax Refunding Bonds (“Bonds”); and

WHEREAS, the Board acting as the legislative body of CFD No. 98-2 is authorized, pursuant to Resolutions Nos. 9899-76 and 9899-77 approved on February 8, 1999 (collectively, “Resolutions of Formation”), and Ordinance No. 98-2-1, approved on March 8, 1999 (“Ordinance”), to levy a “Special Tax” on property in CFD No. 98-2 to pay principal, interest and administrative expenses with respect to all Bonds of CFD No. 98-2, which include the Bonds, to pay for the construction, acquisition and rehabilitation of certain public facilities authorized to be financed by the levy of Special Taxes of CFD No. 98-2, pursuant to the Resolutions of Formation and to pay all expenses incidental thereto; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2011-12 for the purpose specified in the Ordinance, by the adoption of a “Resolution” as specified by the Act and the Ordinance; and

WHEREAS, the Special Taxes being levied hereunder are at the rate or at a lower rate than provided by the Ordinance.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 98-2, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The Special Tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 98-2, which are not otherwise exempt from taxation under the Act or the Ordinance the Special Taxes for Fiscal Year 2011-12, at the tax rates set forth in the report prepared by David Taussig and Associates entitled "Capistrano Unified School District Community Facilities District Fiscal Year 2011-12 Administration" ("DTA 2011-12 Administration Report") submitted herewith. The DTA 2011-12 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the Orange County Auditor.

Section 4. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolutions of Formation. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolutions of Formation.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this Board from time to time.

Section 6. When Bonds are sold and issued, or such Special Taxes are pledged for Bonds issued as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the Act and the applicable provisions of any Bonds issued on behalf of CFD No. 98-2.

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2011-12 on or before

August 15, 2011, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

ADOPTED, SIGNED, AND APPROVED this 8<sup>th</sup> day of August, 2011.

BOARD OF TRUSTEES OF THE CAPISTRANO  
UNIFIED SCHOOL DISTRICT ACTING AS THE  
LEGISLATIVE BODY OF COMMUNITY  
FACILITIES DISTRICT NO. 98-2 OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
(LADERA)

By: \_\_\_\_\_  
Jack R. Brick, President of the Board of  
Trustees of the Capistrano Unified School  
District

By: \_\_\_\_\_  
John M. Alpay, Clerk of the Board of  
Trustees of the Capistrano Unified School  
District

STATE OF CALIFORNIA            )  
  )     ss.  
COUNTY OF ORANGE            )

I, John M. Alpay, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District at a meeting of the Board of Trustees held on the 8<sup>th</sup> day of August, 2011, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: \_\_\_\_\_  
John M. Alpay, Clerk of the Board of  
Trustees of the Capistrano Unified School  
District

STATE OF CALIFORNIA    )  
                                      ) ss.  
COUNTY OF ORANGE     )

I, John M. Alpay, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Capistrano Unified School District at a regular meeting of said Board held on the 8<sup>th</sup> day of August, 2011.

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John M. Alpay, Clerk of the Board of Trustees of  
the Capistrano Unified School District





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

August 8, 2011

**RESOLUTION NO. 1112-09 AUTHORIZING AND PROVIDING FOR THE LEVY OF A  
SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 2004-1 (RANCHO  
MADRINA) FOR FISCAL YEAR 2011-12**

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**BACKGROUND INFORMATION**

On December 13, 2004, the Board of Trustees adopted Ordinance No. 2004-1-1, which authorized the levy and collection of "Special Taxes" within Community Facilities District No. 2004-1 (Rancho Madrina).

One local capital revenue source available to the District is the establishment of a community facilities district (Mello-Roos) which has an annual obligation to pay debt services on "Bonds" issued and as applicable provide funds for additional facilities.

The California Government Code Section 53311 ("Act") provides for the annual levy of Mello-Roos special taxes in community facilities districts formed under the terms of the Act. The "Resolution" establishing Community Facilities District No. 2004-1 of the Capistrano Unified School District (Rancho Madrina) ("CFD No. 2004-1") provides that the legislative body shall, by annual resolution, levy the Special Tax for CFD No. 2004-1 at the rates applicable to each parcel. David Taussig & Associates ("DTA"), the District's "Special Tax Consultant," has calculated the annual levy and prepared the report ("DTA 2011-2012 Administration Report for CFD No. 2004-1") setting forth the Special Taxes required and authorized to be levied on each parcel in CFD No. 2004-1 including amounts to pay the "Special Tax Requirement." The DTA 2011-2012 Administration Report for CFD No. 2004-1 is on file at the District Office and is by this reference herein incorporated for the purpose of levying such Special Taxes for fiscal year 2011-2012. The Special Tax Requirement includes the amount needed to pay the debt service on the Bonds in the current fiscal year, costs of administering CFD No. 2004-1, any other facilities, and replenishment of the "Reserve Fund," or incidental costs authorized.

**CURRENT CONSIDERATIONS**

This agenda item pertains to the approval of Resolution No. 1112-09, authorizing the levy of a Special Tax within CFD No. 2004-1 (Rancho Madrina) for fiscal year 2011-2012.

In order to secure the tax roll for CFD No. 2004-1 in fiscal year 2011-2012, the District must notify the County of Orange Auditor-Controller no later than August 15, 2011, with a certified copy of Resolution No. 1112-09, along with a copy of the annual levy of Special Taxes for the fiscal year 2011-2012. DTA will deliver the required documents on the District's behalf to the County of Orange.

**Resolution No. 1112-09 Authorizing Levy of  
Special Tax in CFD No. 2004-1  
August 8, 2011  
Page 2**

**FINANCIAL IMPLICATIONS**

This Special Tax will be used to pay debt service on Bonds of CFD No. 2004-1, administrative expenses, and facilities costs of CFD No. 2004-1 for the fiscal year 2011-2012. In order to collect Special Taxes to satisfy the debt service required to pay for the principal, interest on Bonds of CFD No. 2004-1, administrative expenses, and facilities costs with respect to CFD No. 2004-1, the District must apply for the levy of Special Taxes for fiscal year 2011-2012 through the Orange County Treasurer-Tax Collector's Office.

**STAFF RECOMMENDATION**

It is recommended the Board approve Resolution No. 1112-09, authorizing and providing for the levy and collection of Special Taxes within Community Facilities District No. 2004-1 (Rancho Madrina) for the fiscal year 2011-2012.

RESOLUTION NO. 1112-09

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (RANCHO MADRINA) AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2004-1 (RANCHO MADRINA) FOR FISCAL YEAR 2011-12

WHEREAS, the Capistrano Unified School District ("District") previously established Community Facilities District No. 2004-1 of the Capistrano Unified School District (Rancho Madrina) ("CFD No. 2004-1") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended ("Act"); and

WHEREAS, CFD No. 2004-1 issued its Series 2005 Special Tax Bonds in the amount of \$7,085,000 pursuant to Resolution No. 0405-59, adopted by the Board of Trustees ("Board") of the District acting as the legislative body of CFD No. 2004-1 on January 10, 2005 ("Bonds"); and

WHEREAS, the Board acting as the legislative body of CFD No. 2004-1 is authorized, pursuant to Resolution Nos. 0405-42 and 0405-43 approved on November 15, 2004 (collectively, "Resolutions of Formation") and Ordinance No. 2004-1-1, approved on December 13, 2004 ("Ordinance"), to levy a "Special Tax" on property in CFD No. 2004-1 to pay principal, interest and administrative expenses with respect to all Bonds of CFD No. 2004-1, which include the Bonds, to pay for the construction, acquisition and rehabilitation of certain public facilities authorized to be financed by the levy of Special Taxes of CFD No. 2004-1 pursuant to the Resolutions of Formation and to pay all expenses incidental thereto; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2011-12, for the purpose specified in the Ordinance, by the adoption of a "Resolution" as specified by the Act and the Ordinance; and

WHEREAS, the Special Taxes being levied hereunder are at the rate or at a lower rate than provided by the Ordinance.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2004-1, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The Special Tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 2004-1, which are not otherwise exempt from taxation under the Act or the Ordinance, the Special Taxes for Fiscal Year 2010-11, at the tax rates set forth in the report prepared by David Taussig and Associates entitled "Capistrano Unified School District Community Facilities District Fiscal Year 2011-12 Administration" ("DTA 2011-12 Administration Report") submitted herewith. The DTA 2011-12 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the Orange County Auditor.

Section 4. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolutions of Formation. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolutions of Formation.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this Board from time to time.

Section 6. When Bonds are sold and issued, or such Special Taxes are pledged for Bonds issued as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the Act and the applicable provisions of any Bonds issued on behalf of CFD No. 2004-1.

*[The remainder of this page intentionally left blank.]*

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution and the DTA Annual Report to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2011-12 on or before August 15, 2011, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

ADOPTED, SIGNED AND APPROVED this 8<sup>th</sup> day of August, 2011.

BOARD OF TRUSTEES OF THE CAPISTRANO  
UNIFIED SCHOOL DISTRICT ACTING AS THE  
LEGISLATIVE BODY OF COMMUNITY  
FACILITIES DISTRICT NO. 2004-1 OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
(RANCHO MADRINA)

By: \_\_\_\_\_  
Jack R. Brick, President of the Board of  
Trustees of the Capistrano Unified School  
District

By: \_\_\_\_\_  
John M. Alpay, Clerk of the Board of  
Trustees of the Capistrano Unified School  
District

STATE OF CALIFORNIA            )  
  )     ss.  
COUNTY OF ORANGE            )

I, John M. Alpay, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District at a meeting of the Board of Trustees held on the 8<sup>th</sup> day of August, 2011, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: \_\_\_\_\_  
John M. Alpay, Clerk of the Board of  
Trustees of the Capistrano Unified School  
District

STATE OF CALIFORNIA     )  
                                      ) ss.  
COUNTY OF ORANGE     )

I, John M. Alpay, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Trustees of the Capistrano Unified School District at a regular meeting of said Board held on the 8<sup>th</sup> day of August, 2011.

\_\_\_\_\_  
John M. Alpay, Clerk of the Board of Trustees of the  
Capistrano Unified School District





**FACILITIES USE AGREEMENT  
BY AND BETWEEN  
CAPISTRANO UNIFIED SCHOOL DISTRICT AND  
OXFORD PREPARATORY ACADEMY**

THIS AGREEMENT ("Agreement") is made this ~~13-8~~ day of ~~June~~ August, 2011, by and between the Capistrano Unified School District, a public school district organized and existing under the laws of the State of California ("District") and Oxford Preparatory Academy, a California public charter school ("Charter School"). The District and the Charter School are collectively referred to as "the parties."

**R E C I T A L S**

**WHEREAS**, the Charter School is a charter school approved by the Capistrano Unified School District and operates pursuant to its Charter and any Memorandum of Understanding ("MOU"); and

**WHEREAS**, pursuant to the requirements of California Education Code §47614 and its implementing regulations ("Proposition 39"), on November 1, 2010, the Charter School submitted to the District a written request for facilities for the 2011-2012 school year, projecting 501 in-district ADA ("Request"); and,

**WHEREAS**, the District and Charter School mutually agree to invoke California Code of Regulations Title 5 §11969.1(b) which allows a charter school and school district to agree to an alternative to specific compliance with any of the provisions of the article; and

**WHEREAS**, the Parties have agreed to pursue an alternative to compliance with Proposition 39 because Oxford has agreed to seek space for fewer than its full projected ADA for the 2011-2012 school year; and

**WHEREAS**, Oxford agrees to waive any right to challenge the District for not providing classrooms for the full ADA outlined in their initial request, and

**WHEREAS**, the parties desire to set forth the terms and conditions pursuant to which the Charter School will occupy classrooms and use facilities, including recreation, play space, furniture, and equipment installed therein by the District (collectively "Facilities") at the Barcelona Hills and Foxborough School ("Sites") for the 2011-2012 school year.

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

**EXHIBIT 19**

**Section 1. Use of Sites and Facilities.** District agrees to allow Charter School exclusive and non-exclusive use of the classrooms and other space allocated to the Charter School, for the sole purpose of operating the Charter School and its related educational programs in accordance with the Charter School's charter and any MOU related to its operations, as follows:

**Oxford may utilize or configure space within the allocation of classrooms provided below at its discretion, subject to review and approval by the District.**

Sites - Program:	Grades K-8 Independent Study	Barcelona Hills Foxborough
Barcelona Hills Classrooms:	Room 10 Room 11 Room 12 Room 13 Room 14 P-12 (640 sq. ft. approximately) P-13 (640 sq. ft. approximately) P-14 (640 sq. ft. approximately) P-15 (not a full size room) P-16 P-17 P-18 P-19 YMCA (doublewide portable)	
Foxborough Classrooms: (Independent Study)	One Stand Alone Relocatable at rear of campus One Stand Alone Relocatable at rear of campus	
Specialized Classroom:	Oxford may configure space within the classroom allocation at Barcelona Hills and Foxborough as shown above to meet its needs for specialized classroom space. No other specialized space is provided by the District.	
Non-Teaching Administrative Space:	Oxford shall have exclusive use of the conference room on north side of school at Barcelona Hills. Other administrative space needs will be met by Oxford configuring classroom space at Barcelona Hills and Foxborough as shown above.	
Shared Administrative Space:	Multipurpose Room at Barcelona Hills Health Office at Barcelona Hills	

Oxford may configure any additional needed space within the classroom allocation shown above.

Non-Classroom Outdoor Space: Joint-use Playfields and Blacktop at Barcelona Hills

The Sites and Facilities will be shared with another Charter School (at the Foxborough site) and with a regular District program (at Barcelona Hills site) and the terms related to Charter School's shared use shall be described and outlined in **Exhibit A** to this Agreement, which terms and conditions are incorporated into this Agreement by reference.

Upon the termination of this Agreement pursuant to Section [8] hereof, the right to use and occupation of the Sites and Facilities shall revert to the District. As titleholder to the Sites and Facilities (with the exception of those Charter School furnishings and equipment referenced in Section [4] below), the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including but not limited to use of such Sites and Facilities for District programs and services.

Subject to the terms of **Exhibit A**, Charter School shall have full and exclusive use of the classroom space allocated to the Charter School. Although Charter School shall have full and exclusive use of the classrooms allocated, Charter School is bound by the terms of the Civic Center Act (Education Code §38131 *et seq.*) and/or any joint use or recreational program use established by the District.

**Section 2. Allocation of Space.** The allocation of space to the Charter School is made by the District in satisfaction of the District's Proposition 39 charter school facilities obligations for the 2011-2012 school year. The parties acknowledge and agree to invoke California Code of Regulations Title 5 §11969.1(b) which allows a charter school and school district to mutually agree to an alternative to specific compliance with any of the provisions of the article. The Parties have agreed to pursue an alternative to compliance with Proposition 39 because Oxford has agreed to seek space for fewer than its full projected ADA for the 2011-2012 school year. Oxford agrees to waive any right to challenge the District for not providing classrooms and other space for the full ADA outlined in its initial request.

If additional facilities space becomes available during the 2011-2012 school year at Barcelona Hills, parties agree to revisit the allocation of space in consideration of providing additional facilities to Oxford.

The Charter School is not authorized to make any physical changes to the space without written permission from the District. Charter School will have shared use of common spaces and specialized classroom space at the Sites and Facilities as described more fully in **Exhibit A**.

**Section 3. Civic Center Act Compliance.** The Charter School shall have primary use of the space allocated to the Charter School for the operation of its

educational program during its regular school hours, provided, however, that after 5 pm during the week and all day on weekends and holidays, the Sites and Facilities shall be subject to use by the public pursuant to the Civic Center Act and/or any joint use or recreational program use that has been established by the District. Civic Center Act use requests for use of the Sites and/or Facilities by users other than Charter School shall be evaluated and handled by the District, but coordinated with the Charter School. Civic Center requests for use should be directed to the Facilities Use desk at (949) 234-9544.

**Section 4. Furnishings and Equipment.** The District shall provide reasonably equivalent furniture and equipment necessary for Charter School to conduct basic classroom instruction (specifically, student desks, chairs and blackboards or whiteboards) and additional front office furnishings and equipment on a shared basis as further described in **Exhibit A** hereto. Furnishings and equipment purchased with non-district funds are excluded from use and will not be subjected to sharing arrangements. Charter School shall not sell or otherwise dispose of furniture or equipment and the District will not replace furnishings and equipment disposed of by the Charter School. Furniture and equipment will be provided from existing District inventory, and will remain the property of the District. The Charter School shall return all District-owned furniture and equipment to the District at the end of the Term, or upon vacating the Sites and Facilities in the same condition as received, with the exception of reasonable wear and tear. To the degree Charter School is authorized to utilize furniture and equipment on a shared basis with the District's program at the Sites and Facilities, it will be responsible for any damage caused by its use. The parties shall develop a mutually agreeable inventory of the furnishings and equipment that will be located at the Sites and Facilities.

No later than November 1, 2011, the District shall provide a complete inventory of all furnishings and equipment provided by the District for use by the Charter School. Charter School shall have until December 1, 2011, to execute and return the inventory list. Charter School shall maintain an inventory of all personal property of the Charter School. The Charter School inventory shall be updated as the Charter School purchases new furnishings and equipment and/or surpluses and sells its own furnishings and equipment.

**Section 5. Telecommunications.** The Facilities are wired for telephone and computer data connectivity, including servers, routers, and switches. The responsibility to provide all communications equipment, including telephones, computer and related hardware, software, and all required services, shall be the responsibility of the Charter School other than such equipment as outlined in Exhibit A and furnishing and equipment that are provided on a shared basis pursuant to Section 4.

**Section 6. Reimbursement.** Cal. Code of Regulations Title 5, §11969.8 provides for reimbursement to the District by the Charter School for any "over allocated" space. As Stated in Exhibit A, the Charter School will not be charged for "over allocated" space for the 2011-2012 school year.

**Section 7. Term.** The term of this Agreement shall commence on July 1, 2011, and end on June 30, 2012; however, the Sites and Facilities shall not be delivered to the Charter School until ten (10) working days prior to the first day of Charter School's academic calendar, or August 22, 2011. If allocated facilities are available prior to this date, they will be made available to ~~Oxford~~ Charter School. In conformity with the statute and regulations this offer of the above-described facilities applies to the school year 2011-2012 only. Should the Charter School require facilities for the subsequent school year, Charter School shall submit a request for facilities pursuant to Education Code §47614 and the implementing regulations (Cal. Code Regs., tit. 5, §§ 11969.1 et seq.) The District makes no guarantee or representation that the Sites and Facilities will be available for any additional term beyond the current term and/or that Sites shall not be required to be shared with other programs or District charter schools in future years. The District retains all rights including the right to move the Charter School in the future in conformity with law.

~~Section 8. Termination. This Agreement will automatically terminate upon the effective date of any termination, non-renewal or revocation of Charter School's charter or the cessation of Charter School's operations for any reason or upon the commission of a default or breach of its obligations by Charter School; provided, however, that in the event Charter School's charter is revoked, its continued use of the Facility will be permitted during the pendency of any appeal only if such revocation is based solely on the grounds contained in Education Code Section 47607 (c)(1) or (c)(2). Charter School may continue to operate in the Facility while exhausting the administrative appeal process after a non-renewal of the charter by the District; provided, however, that Charter School must continue to meet the requirements of Proposition 39 for any ongoing use of the Facility during those time periods.~~

~~This Agreement will automatically terminate upon the effective date of any termination, non-renewal, or revocation of Charter School's charter (however, the effective date shall not occur prior to the expiration or conclusion of the Charter School's statutory, judicial, and administrative rights to appeal a non-renewal or revocation of its charter) or the cessation of Charter School's operations for any reason or upon the commission of a default or breach of its obligations by Charter School. The occurrence of any one or more of the following events shall constitute a default and material breach of this Agreement by Charter School:~~

- (a) The failure by Charter School to make timely payment of any fees due under this Agreement where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by District to Charter School.
- (b) The failure by Charter School to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Charter School (including shared use terms, if applicable) where such failure shall continue for a period of thirty (30) days after receipt of

written notice thereof by District to Charter School. Charter School shall not be deemed to be in default if Charter School shall within such thirty (30) day period commence such cure and thereafter diligently prosecute the same to completion. The District and charter school may mutually agree in writing to a cure period longer than 30 days.

- (c) Revocation or non renewal of Charter School's charter by the District or cessation of the Charter School's program for any reason, however, no default shall occur until the expiration or conclusion of the Charter School's statutory, judicial, and administrative rights to appeal a non-renewal or revocation of its charter.;
- (d) The failure by Charter School to utilize the Sites or Facilities for the sole purpose of operating a charter school as authorized by this Agreement and the Charter School's charter and any MOU where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by District to Charter School. where such failure shall continue for a period of seven (7) days after receipt of written notice thereof by District to Charter School.
- (e) The failure of Charter School to limit its use of the Sites and Facilities to the space allocated to Charter School pursuant to this Agreement and in conformity with the District's policies and practices for use of District facilities where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by District to Charter School.

**Section 9. Costs.** The pro-rata charge for the Charter School's use of the Sites and Facilities was calculated using the following formula (CCR Title 5 §11969.7):

*A per-square-foot amount equal to those school district facilities costs that the school district pays for with unrestricted revenues from the district's general fund divided by the total space of the school district multiplied by the amount of space allocated by the school district to the charter school.*

For purposes of this calculation, the square footage allocated to Barcelona Hills and Foxborough will be established at 10,000 square feet. The composite pro-rata share for allocated facilities is shown below:

$$\begin{aligned}(\$12,104,375 \div 4,100,000) &= \$2.95 \\ \$2.95 \times 10,000 \text{ sq. ft.} &= \$29,500\end{aligned}$$

Oxford's pro-rata share will be \$29,500 for the 2011-2012 school year. Payment for the pro-rata share will be payable in 10 monthly payments. The first payment shall be due no later than September 1, 2011, and each additional payment will be due on or before the first day of each month thereafter.

**Section 10. Utilities.** Utilities include natural gas, domestic water, irrigation water, sewer and electricity. Oxford will be charged a flat rate of \$25,000 for utilities for the 2011-2012 year. Payment for the utilities will be payable in 3 equal payments. The first payment shall be due no later than November 1, 2011, and each additional payment will be due 30 days from the invoice date.~~Utilities include natural gas, domestic water, irrigation water, sewer, and electricity. Oxford will be charged a flat rate of \$25,000 for utilities for the 2011-2012 year. Payment for the utilities will be payable in 10 monthly payments. The first payment shall be due no later than September 1, 2011, and each additional payment will be due on or before the first day of each month thereafter.~~

**Section 11. Maintenance of Site and Facilities.** Except as noted below and in Exhibit A, the District shall provide routine maintenance and repair of the Sites and Facilities, which includes existing irrigation systems but excludes ~~landscape and grounds maintenance and all custodial service~~. If Charter School desires, it may request that District provide ~~landscape and grounds maintenance or custodial service~~, which shall be at an additional cost to be determined by the District. If Charter School elects to provide its own ~~landscape and grounds maintenance or custodial services~~, Charter School shall comply with all District's policies and practices for maintenance of its facilities ~~and grounds, except to the extent variation is approved by the District~~. However, the Charter School need not comply with policies in cases where actual District practice substantially differs from official policies. Notwithstanding the foregoing, however, Charter School shall be solely responsible for providing all supplies necessary for minor maintenance and maintenance, for custodial services, as well as all restroom supplies. District shall be responsible for repair of vandalism not caused by the Charter School or its students, employees, agents, representatives, or invitees, and consistent with District policy for District schools. Charter School shall be responsible for repairs or corrections required as the result of damage caused by Charter School, its students, employees, agents, representatives, or invitees.

District shall assume the cost and responsibility for projects eligible to be included in the District deferred maintenance plan established pursuant to Education Code §17582 and the replacement of furnishings and equipment supplied by the District in accordance with District schedules and customary practices. The District shall be responsible for the major maintenance of the Sites and Facilities. For purposes of this section, "major maintenance" includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, communication wiring, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code §17582. All other kinds of maintenance shall be the Charter School's responsibility.

#### Description of District Provided Services by Campus

- Barcelona Campus: Custodial services and minor maintenance will be provided by Oxford for the facilities occupied for their exclusive use. Custodial services for common spaces will be shared between both parties. Landscape maintenance will be provided by the District. Systems maintenance such as plumbing, HVAC,

roofing, and other deferred or major maintenance issues will be the responsibility of the District.

- Foxborough Campus: Systems maintenance such as plumbing, HVAC, roofing, and other deferred or major maintenance issues will be the responsibility of the District. No other services will be provided at the Foxborough campus.

District shall have access to the Sites and Facilities to perform maintenance and inspections and will coordinate such work with the Charter School administration.

Charter Contact Information

Emergency:	Sue Roche	(909) 464-2672
Site Administrator:	TBD	
Lead Operations:	Sue Roche	(909) 464-2672

District Contact Information

Emergency:		
Business Services:	Ron Lebs	(949) 234-9211
Facilities:	Randy Rowles	(949) 234-9216
Maintenance Request for Service:	John Forney	(949) 234-9543

**Section 12. Installation of Improvements.** No structures, improvements, fixtures (as defined in Civil Code 660), alterations (including painting of any interior or exterior surfaces), or facilities, shall be constructed, erected, altered, added, or made on or within the Sites or Facilities without the prior written consent of District and subject to terms agreeable to District, and, if required, the Division of State Architect. In the event Charter School makes any modification to the Sites or Facilities in violation of this provision, upon written notice from the District it shall be required to restore the Sites and Facilities to its original condition at Charter School's sole expense and shall pay a fee in the amount of one thousand dollars (\$1,000) per ~~day~~ week for each ~~week~~ day that the Sites or Facilities is out of conformity with its original condition. "Original condition" as used in this provision shall refer to the condition in which the Sites and Facilities existed upon the walk through as referenced in Section 13.

**Section 13. Condition of Property.** The District agrees to provide a facility suitable for use as an instructional school site. The District is not aware of any defect in or condition of the Sites that would prevent their use for the Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Sites that calls into question the appropriateness or sufficiency of the Sites for their intended purpose. The Charter School shall have an opportunity to "walk-through" the facilities with District personnel to inspect and notate the condition of the facilities at the time of turnover. The Charter School, at its sole cost and expense, shall comply with all applicable laws, regulations, rules, and orders with respect to its use and occupancy of the Site. The school district shall be responsible for any modifications necessary to maintain the facility in accordance with Education Code section 47610(d) or 47610.5" District is



responsible for appropriate modifications to existing facilities that may be necessary to comply with new laws or regulations consistent with the support provided to other District school sites.

~~The Charter School shall not be responsible for any and all legal compliance or environmental conditions that existed prior to the Charter School's occupancy of the Site on August 24, 2011, or that are not triggered by the Charter School's modifications or improvements to the Sites.~~ The District shall remain responsible for all legal compliance with, for example, the ADA, environmental laws, and other applicable building code standards, for any existing compliance issue prior to the date of the Charter School's occupancy of the Sites on August 24, 2011, and continuing through the Term of this Agreement. The Charter School shall assume responsibility for legal compliance to the extent that such compliance is triggered by any activities or conduct of the Charter School outside of day to day use and occupancy or by any modifications or improvements made by the Charter School.

In the event that allocation of the Sites and Facilities or use or modification of the Sites and Facilities by the Charter School triggers the application of and/or compliance with the California Environmental Quality Act ("CEQA") or compliance with any existing environmental mitigation measures related to ongoing use of the Sites or Facilities, ~~Charter School shall comply with same. Charter School shall cooperate with the District and comply with any changes in use that are the result of CEQA compliance requirements.~~ Should Charter School engage in any activity on the Sites or Facilities that constitutes a "project" under CEQA, the cost of CEQA compliance shall be borne in full by the Charter School, but District shall act as the lead agency for the purposes of such CEQA compliance. Should Charter School fail to inform District of activities that may require CEQA compliance in advance of engaging in such activities, Charter School shall assume all liability for legal claims arising out of said failure.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Sites or Facilities in whole or in part as a result of the Charter School's use and occupancy thereof, the Charter School, at its expense, shall be obligated to clean all the property affected, to the satisfaction of the District and any governmental agencies having jurisdiction over the Sites. Where the resulting discharge, leakage, spillage, emission, or pollution results from a facilities system failure, the District will assume responsibility for required clean up of the affected property.

**Section 14. Title to Property.** The parties acknowledge that title to the Sites and Facilities is held by the District and shall remain in the District at all times. Charter school agrees to use only the space allocated by the district. ~~In the event Charter School fails to limit its use of the Sites and Facilities to the space allocated to Charter School pursuant to this Agreement it shall be in breach of the Agreement as set forth in Section 8(e), and shall be further subject to a fee at the rate of \$15 1 per square foot per day for any such space used or partially used by Charter School.~~

**Section 15. Fingerprinting.** Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code §45125.1. The District shall be responsible for complying with all criminal background check laws for all employees or vendors that it directs to the Sites for any work to be performed at its direction.

**Section 16. Insurance.** The Charter School shall, at its sole costs and expense, commencing as of the date of this Agreement, and during the entire Term hereof, procure, pay for, and keep in full force and effect the following insurance:

- (a) **General Liability Insurance.** The Charter School shall maintain throughout the Term of this contract, at its own expense, general liability insurance with limits of liability of \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If any form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. This insurance shall include products and completed operations of the same limits as the policy limits. This insurance shall be endorsed to include the following: (i) the District, its officers, officials, employees, agents and volunteers as additional insureds; (ii) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the District; and (iii) a written notice to be mailed to the District 30 days prior to the effective date of a cancellation or non-renewal of such insurance.
- (b) **Automobile Liability.** The Charter School shall maintain throughout the Term of this Agreement at its own expense, automobile liability insurance with limits of liability of \$2,000,000 per occurrence, for owned, non-owned or hired vehicles. If any form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. Such insurance shall apply to any automobile, Symbol 1 of the ISO Form. Such insurance shall be endorsed to include the following: (i) the District, its officers, officials, employees, agents and volunteers as additional insureds; (ii) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the District; and (iii) a written notice to be mailed to the District 30 days prior to the effective date of a cancellation or non-renewal of such insurance.
- (c) **Property Insurance.** The District will continue to maintain its current levels of first party insurance on the structures on the Sites. The Charter School shall secure and maintain property insurance that addresses business interruption and casualty needs, including flood and fire, and other hazards with replacement costs coverage for all assets listed in the Charter School's property inventory and consumables. The Charter School

shall secure property coverage with a minimum policy limit of 80% of the fair market value of the Charter School's contents.

- (d) **Workers' Compensation insurance** as required by the State of California and Employer's Liability insurance (for lessees with employees). This insurance shall be endorsed to include the following: (i) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the District; and (ii) a written notice to be mailed to the District 30 days prior to the effective date of a cancellation or non-renewal of such insurance.

Any and all deductibles or self-insured retentions applicable to the above required insurance shall be specifically approved by the District prior to its application, except the Property Insurance required above may include a deductible of not more than \$10,000 without prior approval.

The insurances required above shall be provided by a company or insurance joint powers authority with the consent of the District prior to commencement of such insurance.

The Charter School shall provide proof of such insurance prior to taking possession of the Sites and Facilities, including copies of the endorsements specifically required above. The Charter School shall provide proof of renewal of any insurance required above, including any endorsements required, at least 15 days prior to the expiration of such insurance.

**Section 17. Indemnification.** The Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its officers, directors, and employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter District and District Personnel) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel, that may be asserted or claimed by any person, firm or entity arising out of the Charter School's use of the Sites or Facilities or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by Charter School in or about the Sites or Facilities after District delivers possession and/or use of the Sites or Facilities to the Charter School. This indemnity and hold harmless provision shall exclude actions arising out of the gross negligence or intentional acts, errors or omissions of the District and/or District Personnel.

District shall indemnify, hold harmless, and defend Charter School, its trustees, officers, employees, representatives, volunteers, agents, successors and assigns (collectively hereinafter Charter School and Charter School Personnel) against and from any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees,

whether or not suit is actually filed, and/or any judgment rendered against Charter School and/or Charter School Personnel after District delivers possession or use of the Sites or Facilities to the Charter School, arising from the District's prior or current use or maintenance of the Sites or Facilities or from prior or current conduct of its business or from any activity, work, or other things done by the District and or District Personnel in or about the Sites or Facilities. This indemnity and hold harmless provision shall exclude actions arising out of the gross negligence or intentional acts, errors or omissions of the Charter School and/or Charter School Personnel.

~~The Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its officers, directors, and employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter District and District Personnel) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel, that may be asserted or claimed by any person, firm or entity arising out of the Charter School's use of the Sites or Facilities or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by Charter School in or about the Sites or Facilities after District delivers possession and/or use of the Sites or Facilities to the Charter School. This indemnity and hold harmless provision shall exclude actions brought by third persons against the District arising out of the willful gross negligence or intentional acts, errors or omissions of the District and/or District Personnel.~~

~~District shall indemnify, hold harmless, and defend Charter School, its trustees, officers, employees, representatives, volunteers, and agents, successors and assigns (collectively hereinafter Charter School and Charter School Personnel) against and from any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against Charter School and/or Charter School Personnel claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property occurring in, on or about the Sites or Facilities after District delivers possession or use of the Sites or Facilities to the Charter School, arising from the District's prior or current use or maintenance of the Sites or Facilities or from prior or current conduct of its business or from any activity, work, or other things done by the District its trustees, officers, employees and agents in or about the Sites or Facilities, provided, however, that District shall not have any obligation to indemnify, hold harmless or defend the Charter School, its trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property occurring in, on or about the Sites or Facilities after District delivers possession and/or use of the Sites or Facilities to the Charter School, resulting from or arising out of the gross negligence or intentional acts, errors or omissions of the willful malfeasance of the Charter School, its trustees, officers, employees and agents or any person or entity not subject to the District's control and supervision.~~

**Section 18. Full Satisfaction of Proposition 39/Release of Claims.** Charter School agrees that by accepting the Sites and Facilities, the District has fully and completely satisfied the District's obligation to provide facilities to the Charter School under Education Code §47614 and the Proposition 39 regulations for the 2011-2012 school year and Charter School waives any claims under §47614 and the Proposition 39 regulations.

**Section 19. Access.** Charter School shall permit District, its agents, representatives or employees, to enter upon the Sites or Facilities for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the Sites or Facilities required by this Agreement. District shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants.

**Section 20. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the District:      Ron Lebs  
Deputy Superintendent, Business and Support services  
33122 Valle Road  
San Juan Capistrano, CA 92675  
Ph:    (949) 234-9211  
Fax:   (949) 248-9563

If to the School:      Sue Roche  
Executive Director  
Oxford Preparatory Academy  
5862 C Street  
Chino, CA 91710  
Ph:    (909) 464-2672  
Fax:   (909) 248-0459

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

**Section 21. Subcontract and Assignment.** Neither party shall assign its rights, duties or privileges under this Agreement, nor shall a party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other party. Charter School shall not

sublease, pledge, encumber, mortgage or otherwise transfer or assign to any party whatsoever any interest in the Sites or Facilities.

**Section 22. Independent Status.** This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

**Section 23. Entire Agreement of Parties.** This Agreement, and all its incorporated documents, constitute the entire agreement between the parties and supersede all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the parties expressly indicating an intent to modify or amend this Agreement.

**Section 24. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

**Section 25. Waiver.** The waiver by any party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**Section 26. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

**Section 27. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**Section 28. Captions.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

**Section 29. Severability.** Should any provision of this Agreement be legally determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

**Section 30. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

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

Ronald N. Lebs  
Deputy Superintendent, Business and Support services

**OXFORD PREPARATORY ACADEMY**

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

Sue Roche  
Executive Director

**FACILITIES USE AGREEMENT  
BY AND BETWEEN  
CAPISTRANO UNIFIED SCHOOL DISTRICT AND  
OXFORD PREPARATORY ACADEMY**

THIS AGREEMENT ("Agreement") is made this 8 day of August, 2011, by and between the Capistrano Unified School District, a public school district organized and existing under the laws of the State of California ("District") and Oxford Preparatory Academy, a California public charter school ("Charter School"). The District and the Charter School are collectively referred to as "the parties."

**R E C I T A L S**

**WHEREAS**, the Charter School is a charter school approved by the Capistrano Unified School District and operates pursuant to its Charter and any Memorandum of Understanding ("MOU"); and

**WHEREAS**, pursuant to the requirements of California Education Code §47614 and its implementing regulations ("Proposition 39"), on November 1, 2010, the Charter School submitted to the District a written request for facilities for the 2011-2012 school year, projecting 501 in-district ADA ("Request"); and,

**WHEREAS**, the District and Charter School mutually agree to invoke California Code of Regulations Title 5 §11969.1(b) which allows a charter school and school district to agree to an alternative to specific compliance with any of the provisions of the article; and

**WHEREAS**, the Parties have agreed to pursue an alternative to compliance with Proposition 39 because Oxford has agreed to seek space for fewer than its full projected ADA for the 2011-2012 school year; and

**WHEREAS**, Oxford agrees to waive any right to challenge the District for not providing classrooms for the full ADA outlined in their initial request, and

**WHEREAS**, the parties desire to set forth the terms and conditions pursuant to which the Charter School will occupy classrooms and use facilities, including recreation, play space, furniture, and equipment installed therein by the District (collectively "Facilities") at the Barcelona Hills and Foxborough School ("Sites") for the 2011-2012 school year.

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:



**Section 1. Use of Sites and Facilities.** District agrees to allow Charter School exclusive and non-exclusive use of the classrooms and other space allocated to the Charter School, for the sole purpose of operating the Charter School and its related educational programs in accordance with the Charter School's charter and any MOU related to its operations, as follows:

**Oxford may utilize or configure space within the allocation of classrooms provided below at its discretion, subject to review and approval by the District.**

Sites - Program:	Grades K-8 Independent Study	Barcelona Hills Foxborough
Barcelona Hills Classrooms:	Room 10 Room 11 Room 12 Room 13 Room 14 P-12 (640 sq. ft. approximately) P-13 (640 sq. ft. approximately) P-14 (640 sq. ft. approximately) P-15 (not a full size room) P-16 P-17 P-18 P-19 YMCA (doublewide portable)	
Foxborough Classrooms: (Independent Study)	One Stand Alone Relocatable at rear of campus One Stand Alone Relocatable at rear of campus	
Specialized Classroom:	Oxford may configure space within the classroom allocation at Barcelona Hills and Foxborough as shown above to meet its needs for specialized classroom space. No other specialized space is provided by the District.	
Non-Teaching Administrative Space:	Oxford shall have exclusive use of the conference room on north side of school at Barcelona Hills. Other administrative space needs will be met by Oxford configuring classroom space at Barcelona Hills and Foxborough as shown above.	
Shared Administrative Space:	Multipurpose Room at Barcelona Hills Health Office at Barcelona Hills	

Oxford may configure any additional needed space within the classroom allocation shown above.

Non-Classroom Outdoor Space: Joint-use Playfields and Blacktop at Barcelona Hills

The Sites and Facilities will be shared with another Charter School (at the Foxborough site) and with a regular District program (at Barcelona Hills site) and the terms related to Charter School's shared use shall be described and outlined in **Exhibit A** to this Agreement, which terms and conditions are incorporated into this Agreement by reference.

Upon the termination of this Agreement pursuant to Section [8] hereof, the right to use and occupation of the Sites and Facilities shall revert to the District. As titleholder to the Sites and Facilities (with the exception of those Charter School furnishings and equipment referenced in Section [4] below), the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including but not limited to use of such Sites and Facilities for District programs and services.

Subject to the terms of **Exhibit A**, Charter School shall have full and exclusive use of the classroom space allocated to the Charter School. Although Charter School shall have full and exclusive use of the classrooms allocated, Charter School is bound by the terms of the Civic Center Act (Education Code §38131 *et seq.*) and/or any joint use or recreational program use established by the District.

**Section 2. Allocation of Space.** The allocation of space to the Charter School is made by the District in satisfaction of the District's Proposition 39 charter school facilities obligations for the 2011-2012 school year. The parties acknowledge and agree to invoke California Code of Regulations Title 5 §11969.1(b) which allows a charter school and school district to mutually agree to an alternative to specific compliance with any of the provisions of the article. The Parties have agreed to pursue an alternative to compliance with Proposition 39 because Oxford has agreed to seek space for fewer than its full projected ADA for the 2011-2012 school year. Oxford agrees to waive any right to challenge the District for not providing classrooms and other space for the full ADA outlined in its initial request.

If additional facilities space becomes available during the 2011-2012 school year at Barcelona Hills, parties agree to revisit the allocation of space in consideration of providing additional facilities to Oxford.

The Charter School is not authorized to make any physical changes to the space without written permission from the District. Charter School will have shared use of common spaces and specialized classroom space at the Sites and Facilities as described more fully in **Exhibit A**.

**Section 3. Civic Center Act Compliance.** The Charter School shall have primary use of the space allocated to the Charter School for the operation of its

educational program during its regular school hours, provided, however, that after 5 pm during the week and all day on weekends and holidays, the Sites and Facilities shall be subject to use by the public pursuant to the Civic Center Act and/or any joint use or recreational program use that has been established by the District. Civic Center Act use requests for use of the Sites and/or Facilities by users other than Charter School shall be evaluated and handled by the District, but coordinated with the Charter School. Civic Center requests for use should be directed to the Facilities Use desk at (949) 234-9544.

**Section 4. Furnishings and Equipment.** The District shall provide reasonably equivalent furniture and equipment necessary for Charter School to conduct basic classroom instruction (specifically, student desks, chairs and blackboards or whiteboards) and additional front office furnishings and equipment on a shared basis as further described in **Exhibit A** hereto. Furnishings and equipment purchased with non-district funds are excluded from use and will not be subjected to sharing arrangements. Charter School shall not sell or otherwise dispose of furniture or equipment and the District will not replace furnishings and equipment disposed of by the Charter School. Furniture and equipment will be provided from existing District inventory, and will remain the property of the District. The Charter School shall return all District-owned furniture and equipment to the District at the end of the Term, or upon vacating the Sites and Facilities in the same condition as received, with the exception of reasonable wear and tear. To the degree Charter School is authorized to utilize furniture and equipment on a shared basis with the District's program at the Sites and Facilities, it will be responsible for any damage caused by its use. The parties shall develop a mutually agreeable inventory of the furnishings and equipment that will be located at the Sites and Facilities.

No later than November 1, 2011, the District shall provide a complete inventory of all furnishings and equipment provided by the District for use by the Charter School. Charter School shall have until December 1, 2011, to execute and return the inventory list. Charter School shall maintain an inventory of all personal property of the Charter School. The Charter School inventory shall be updated as the Charter School purchases new furnishings and equipment and/or surpluses and sells its own furnishings and equipment.

**Section 5. Telecommunications.** The Facilities are wired for telephone and computer data connectivity, including servers, routers, and switches. The responsibility to provide all communications equipment, including telephones, computer and related hardware, software, and all required services, shall be the responsibility of the Charter School other than such equipment as outlined in Exhibit A and furnishing and equipment that are provided on a shared basis pursuant to Section 4.

**Section 6. Reimbursement.** Cal. Code of Regulations Title 5, §11969.8 provides for reimbursement to the District by the Charter School for any "over allocated" space. As Stated in Exhibit A, the Charter School will not be charged for "over allocated" space for the 2011-2012 school year.

**Section 7. Term.** The term of this Agreement shall commence on July 1, 2011, and end on June 30, 2012; however, the Sites and Facilities shall not be delivered to the Charter School until ten (10) working days prior to the first day of Charter School's academic calendar, or August 22, 2011. If allocated facilities are available prior to this date, they will be made available to Charter School. In conformity with the statute and regulations this offer of the above-described facilities applies to the school year 2011-2012 only. Should the Charter School require facilities for the subsequent school year, Charter School shall submit a request for facilities pursuant to Education Code §47614 and the implementing regulations (Cal. Code Regs., tit. 5, §§ 11969.1 et seq.) The District makes no guarantee or representation that the Sites and Facilities will be available for any additional term beyond the current term and/or that Sites shall not be required to be shared with other programs or District charter schools in future years. The District retains all rights including the right to move the Charter School in the future in conformity with law.

**Section 8. Termination.** This Agreement will automatically terminate upon the effective date of any termination, non-renewal or revocation of Charter School's charter or the cessation of Charter School's operations for any reason or upon the commission of a default or breach of its obligations by Charter School; provided, however, that in the event Charter School's charter is revoked, its continued use of the Facility will be permitted during the pendency of any appeal only if such revocation is based solely on the grounds contained in Education Code Section 47607 (c)(1) or (c)(2). Charter School may continue to operate in the Facility while exhausting the administrative appeal process after a non-renewal of the charter by the District; provided, however, that Charter School must continue to meet the requirements of Proposition 39 for any ongoing use of the Facility during those time periods.

The occurrence of any one or more of the following events shall constitute a default and material breach of this Agreement by Charter School:

- (a) The failure by Charter School to make timely payment of any fees due under this Agreement where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by District to Charter School.
- (b) The failure by Charter School to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Charter School (including shared use terms, if applicable) where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by District to Charter School. The District and charter school may mutually agree in writing to a cure period longer than 30 days.
- (c) Not Used

- (d) The failure by Charter School to utilize the Sites or Facilities for the sole purpose of operating a charter school as authorized by this Agreement and the Charter School's charter and any MOU where such failure shall continue for a period of seven (7) days after receipt of written notice thereof by District to Charter School.
- (e) The failure of Charter School to limit its use of the Sites and Facilities to the space allocated to Charter School pursuant to this Agreement and in conformity with the District's policies and practices for use of District facilities where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by District to Charter School.

**Section 9. Costs.** The pro-rata charge for the Charter School's use of the Sites and Facilities was calculated using the following formula (CCR Title 5 §11969.7):

*A per-square-foot amount equal to those school district facilities costs that the school district pays for with unrestricted revenues from the district's general fund divided by the total space of the school district multiplied by the amount of space allocated by the school district to the charter school.*

For purposes of this calculation, the square footage allocated to Barcelona Hills and Foxborough will be established at 10,000 square feet. The composite pro-rata share for allocated facilities is shown below:

$$(\$12,104,375 \div 4,100,000) = \$2.95$$

$$\$2.95 \times 10,000 \text{ sq. ft.} = \$29,500$$

Oxford's pro-rata share will be \$29,500 for the 2011-2012 school year. Payment for the pro-rata share will be payable in 10 monthly payments. The first payment shall be due no later than September 1, 2011, and each additional payment will be due on or before the first day of each month thereafter.

**Section 10. Utilities.** Utilities include natural gas, domestic water, irrigation water, sewer and electricity. Oxford will be charged a flat rate of \$25,000 for utilities for the 2011-2012 year. Payment for the utilities will be payable in 3 equal payments. The first payment shall be due no later than November 1, 2011, and each additional payment will be due 30 days from the invoice date.

**Section 11. Maintenance of Site and Facilities.** Except as noted below and in Exhibit A, the District shall provide routine maintenance and repair of the Sites and Facilities, which includes existing irrigation systems but excludes maintenance and all custodial service. If Charter School desires, it may request that District provide maintenance or custodial service, which shall be at an additional cost to be determined by the District. If Charter School elects to provide its own maintenance or custodial services, Charter School shall comply with all District's policies and practices for maintenance of its facilities, except to the extent variation is approved by the District.

However, the Charter School need not comply with policies in cases where actual District practice substantially differs from official policies. Notwithstanding the foregoing, however, Charter School shall be solely responsible for providing all supplies necessary for minor maintenance and custodial services, as well as all restroom supplies. District shall be responsible for repair of vandalism not caused by the Charter School or its students, employees, agents, representatives, or invitees, and consistent with District policy for District schools. Charter School shall be responsible for repairs or corrections required as the result of damage caused by Charter School, its students, employees, agents, representatives, or invitees.

District shall assume the cost and responsibility for projects eligible to be included in the District deferred maintenance plan established pursuant to Education Code §17582 and the replacement of furnishings and equipment supplied by the District in accordance with District schedules and customary practices. The District shall be responsible for the major maintenance of the Sites and Facilities. For purposes of this section, “major maintenance” includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, communication wiring, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code §17582. All other kinds of maintenance shall be the Charter School’s responsibility.

#### Description of District Provided Services by Campus

- Barcelona Campus: Custodial services and minor maintenance will be provided by Oxford for the facilities occupied for their exclusive use. Custodial services for common spaces will be shared between both parties. Landscape maintenance will be provided by the District. Systems maintenance such as plumbing, HVAC, roofing, and other deferred or major maintenance issues will be the responsibility of the District.
- Foxborough Campus: Systems maintenance such as plumbing, HVAC, roofing, and other deferred or major maintenance issues will be the responsibility of the District. No other services will be provided at the Foxborough campus.

District shall have access to the Sites and Facilities to perform maintenance and inspections and will coordinate such work with the Charter School administration.

#### Charter Contact Information

Emergency:	Sue Roche	(909) 464-2672
Site Administrator:	TBD	
Lead Operations:	Sue Roche	(909) 464-2672

District Contact Information

Emergency:

Business Services: Ron Lebs (949) 234-9211

Facilities: Randy Rowles (949) 234-9216

Maintenance Request for Service: John Forney (949) 234-9543

**Section 12. Installation of Improvements.** No structures, improvements, fixtures (as defined in Civil Code 660), alterations (including painting of any interior or exterior surfaces), or facilities, shall be constructed, erected, altered, added, or made on or within the Sites or Facilities without the prior written consent of District and subject to terms agreeable to District, and, if required, the Division of State Architect. In the event Charter School makes any modification to the Sites or Facilities in violation of this provision, upon written notice from the District it shall be required to restore the Sites and Facilities to its original condition at Charter School's sole expense and shall pay a fee in the amount of one thousand dollars (\$1,000) per week for each week that the Sites or Facilities is out of conformity with its original condition. "Original condition" as used in this provision shall refer to the condition in which the Sites and Facilities existed upon the walk through as referenced in Section 13.

**Section 13. Condition of Property.** The District agrees to provide a facility suitable for use as an instructional school site. The District is not aware of any defect in or condition of the Sites that would prevent their use for the Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Sites that calls into question the appropriateness or sufficiency of the Sites for their intended purpose. The Charter School shall have an opportunity to "walk-through" the facilities with District personnel to inspect and notate the condition of the facilities at the time of turnover. The Charter School, at its sole cost and expense, shall comply with all applicable laws, regulations, rules, and orders with respect to its use and occupancy of the Site. The school district shall be responsible for any modifications necessary to maintain the facility in accordance with Education Code section 47610(d) or 47610.5"

The District shall remain responsible for all legal compliance with, for example, the ADA, environmental laws, and other applicable building code standards, for any existing compliance issue prior to the date of the Charter School's occupancy of the Sites on August 24, 2011, and continuing through the Term of this Agreement. The Charter School shall assume responsibility for legal compliance to the extent that such compliance is triggered by any activities or conduct of the Charter School outside of day to day use and occupancy or by any modifications or improvements made by the Charter School.

In the event that allocation of the Sites and Facilities or use or modification of the Sites and Facilities by the Charter School triggers the application of and/or compliance with the California Environmental Quality Act ("CEQA") or compliance with any existing environmental mitigation measures related to ongoing use of the Sites or Facilities, Charter School shall cooperate with the District and comply with any changes in use that

are the result of CEQA compliance requirements. Should Charter School engage in any activity on the Sites or Facilities that constitutes a “project” under CEQA, the cost of CEQA compliance shall be borne in full by the Charter School, but District shall act as the lead agency for the purposes of such CEQA compliance. Should Charter School fail to inform District of activities that may require CEQA compliance in advance of engaging in such activities, Charter School shall assume all liability for legal claims arising out of said failure.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Sites or Facilities in whole or in part as a result of the Charter School’s use and occupancy thereof, the Charter School, at its expense, shall be obligated to clean all the property affected, to the satisfaction of the District and any governmental agencies having jurisdiction over the Sites. Where the resulting discharge, leakage, spillage, emission, or pollution results from a facilities system failure, the District will assume responsibility for required clean up of the affected property.

**Section 14. Title to Property.** The parties acknowledge that title to the Sites and Facilities is held by the District and shall remain in the District at all times. Charter school agrees to use only the space allocated by the district.

**Section 15. Fingerprinting.** Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code §45125.1. The District shall be responsible for complying with all criminal background check laws for all employees or vendors that it directs to the Sites for any work to be performed at its direction.

**Section 16. Insurance.** The Charter School shall, at its sole costs and expense, commencing as of the date of this Agreement, and during the entire Term hereof, procure, pay for, and keep in full force and effect the following insurance:

- (a) **General Liability Insurance.** The Charter School shall maintain throughout the Term of this contract, at its own expense, general liability insurance with limits of liability of \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If any form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. This insurance shall include products and completed operations of the same limits as the policy limits. This insurance shall be endorsed to include the following: (i) the District, its officers, officials, employees, agents and volunteers as additional insureds; (ii) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the District; and (iii) a written notice to be mailed to the District 30 days prior to the effective date of a cancellation or non-renewal of such insurance.



- (b) **Automobile Liability.** The Charter School shall maintain throughout the Term of this Agreement at its own expense, automobile liability insurance with limits of liability of \$2,000,000 per occurrence, for owned, non-owned or hired vehicles. If any form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. Such insurance shall apply to any automobile, Symbol 1 of the ISO Form. Such insurance shall be endorsed to include the following: (i) the District, its officers, officials, employees, agents and volunteers as additional insureds; (ii) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the District; and (iii) a written notice to be mailed to the District 30 days prior to the effective date of a cancellation or non-renewal of such insurance.
- (c) **Property Insurance.** The District will continue to maintain its current levels of first party insurance on the structures on the Sites. The Charter School shall secure and maintain property insurance that addresses business interruption and casualty needs, including flood and fire, and other hazards with replacement costs coverage for all assets listed in the Charter School's property inventory and consumables. The Charter School shall secure property coverage with a minimum policy limit of 80% of the fair market value of the Charter School's contents.
- (d) **Workers' Compensation insurance** as required by the State of California and Employer's Liability insurance (for lessees with employees). This insurance shall be endorsed to include the following: (i) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the District; and (ii) a written notice to be mailed to the District 30 days prior to the effective date of a cancellation or non-renewal of such insurance.

Any and all deductibles or self-insured retentions applicable to the above required insurance shall be specifically approved by the District prior to its application, except the Property Insurance required above may include a deductible of not more than \$10,000 without prior approval.

The insurances required above shall be provided by a company or insurance joint powers authority with the consent of the District prior to commencement of such insurance.

The Charter School shall provide proof of such insurance prior to taking possession of the Sites and Facilities, including copies of the endorsements specifically required above. The Charter School shall provide proof of renewal of any insurance required above, including any endorsements required, at least 15 days prior to the expiration of such insurance.

**Section 17. Indemnification.** The Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its officers, directors, and employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter District and District Personnel) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel, that may be asserted or claimed by any person, firm or entity arising out of the Charter School's use of the Sites or Facilities or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by Charter School in or about the Sites or Facilities after District delivers possession and/or use of the Sites or Facilities to the Charter School. This indemnity and hold harmless provision shall exclude actions arising out of the gross negligence or intentional acts, errors or omissions of the District and/or District Personnel.

District shall indemnify, hold harmless, and defend Charter School, its trustees, officers, employees, representatives, volunteers, agents, successors and assigns (collectively hereinafter Charter School and Charter School Personnel) against and from any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against Charter School and/or Charter School Personnel after District delivers possession or use of the Sites or Facilities to the Charter School, arising from the District's prior or current use or maintenance of the Sites or Facilities or from prior or current conduct of its business or from any activity, work, or other things done by the District and or District Personnel in or about the Sites or Facilities. This indemnity and hold harmless provision shall exclude actions arising out of the gross negligence or intentional acts, errors or omissions of the Charter School and/or Charter School Personnel.

**Section 18. Full Satisfaction of Proposition 39/Release of Claims.** Charter School agrees that by accepting the Sites and Facilities, the District has fully and completely satisfied the District's obligation to provide facilities to the Charter School under Education Code §47614 and the Proposition 39 regulations for the 2011-2012 school year and Charter School waives any claims under §47614 and the Proposition 39 regulations.

**Section 19. Access.** Charter School shall permit District, its agents, representatives or employees, to enter upon the Sites or Facilities for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the Sites or Facilities required by this Agreement. District shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants.

**Section 20. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing

and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the District:      Ron Lebs  
Deputy Superintendent, Business and Support services  
33122 Valle Road  
San Juan Capistrano, CA 92675  
Ph:    (949) 234-9211  
Fax:    (949) 248-9563

If to the School:      Sue Roche  
Executive Director  
Oxford Preparatory Academy  
5862 C Street  
Chino, CA 91710  
Ph:    (909) 464-2672  
Fax:    (909) 248-0459

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

**Section 21. Subcontract and Assignment.** Neither party shall assign its rights, duties or privileges under this Agreement, nor shall a party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other party. Charter School shall not sublease, pledge, encumber, mortgage or otherwise transfer or assign to any party whatsoever any interest in the Sites or Facilities.

**Section 22. Independent Status.** This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

**Section 23. Entire Agreement of Parties.** This Agreement, and all its incorporated documents, constitute the entire agreement between the parties and supersede all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the parties expressly indicating an intent to modify or amend this Agreement.

**Section 24. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any

action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

**Section 25. Waiver.** The waiver by any party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**Section 26. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

**Section 27. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**Section 28. Captions.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

**Section 29. Severability.** Should any provision of this Agreement be legally determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

**Section 30. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

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

Ronald N. Lebs  
Deputy Superintendent, Business and Support services

**OXFORD PREPARATORY ACADEMY**

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

Sue Roche  
Executive Director



# Capistrano Unified School District

*Excellence in Education*

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9200/FAX 493-8729

May 31, 2011

**BOARD OF  
TRUSTEES**

**JACK R. BRICK**  
President

**GARY PRICHARD, Ph.D.**  
Vice President

**JOHN M. ALPAY**  
Clerk

**ELLEN M. ADDONIZIO**

**ANNA BRYSON**

**LYNN HATTON**

**SUE PALAZZO**

**SUPERINTENDENT**

**JOSEPH M. FARLEY, Ed. D.**

Ms. Sue Roche  
Executive Director  
Oxford Preparatory Academy Charter School  
5862 C St.  
Chino, CA 991710

**Re: CUSD/Oxford Prep. Facilities Final Proposal - 2011/12 School Year**

Dear Sue:

Presented on the following pages is Capistrano Unified School District's final facilities proposal for the 2011-2012 school year. This proposal is an outgrowth of a number of discussions between Oxford Prep. and the District that culminated with a tentative agreement on May 23, 2011, which was memorialized and reviewed in a draft form of this proposal on May 26, 2011. This proposal is reflective of a desire between the parties to reach mutual consensus regarding student facilities in satisfaction of the District's Proposition 39 charter school facilities obligations for the 2011-2012 school year. The parties acknowledge and agree to invoke California Code of Regulations Title 5 §11969.1(b) which allows a charter school and school district to mutually agree to an alternative to specific compliance with any of the provisions of the article. The Parties have agreed to pursue an alternative to compliance with Proposition 39 because Oxford has agreed to seek space for fewer than its full projected ADA for the 2011-12 school year. Oxford agrees to waive any right to challenge the District for not providing classrooms for the full ADA outlined in their initial request.

The proposal contained herein is the District's understanding of the discussion and subsequent tentative agreement that was reached in the meeting between the parties on Monday, May 23, 2011. While there are a number of details yet to be worked out, I believe the information on the following pages encapsulates and captures the main points of the discussion that took place.

The term of this proposal is for the 2011-2012 school year only. Parties acknowledge and agree to revisit and renegotiate a subsequent facilities agreement and MOU for the 2012-2013 school year in accordance with California Code of Regulations Title 5 §11969 et seq.. Please review this information and let me know if you are in disagreement with what is stated herein.

It is the desire of the District to work cooperatively with Oxford as we move forward implementing this proposal and the subsequent MOU. You may contact me at (949) 234-9211 if you have any questions.

Sincerely,

Ronald N. Lebs  
Deputy Superintendent, Business and Support Services



cc Joe Farley, Ed.D., Superintendent  
Julie Hatchel, Assistant Superintendent  
Randy Rowles, Executive Director, Facilities

Exhibit A Page 1 of 9

**Recommended Allocation of Space (Facilities Offer)**

**Oxford may utilize or configure space within the allocation of classrooms provided below at its discretion, subject to review and approval by the District.**

The parties discussed and tentatively agreed to the following:

Sites - Program:	Grades K-8 Independent Study	Barcelona Hills Foxborough
Barcelona Hills Classrooms:	Room 10 Room 11 Room 12 Room 13 Room 14 P-12 (640 sq. ft. approximately) P-13 (640 sq. ft. approximately) P-14 (640 sq. ft. approximately) P-15 (not a full size room) P-16 P-17 P-18 P-19 YMCA (doublewide portable)	
Foxborough Classrooms: (Independent Study)	One Stand Alone Relocatable at rear of campus One Stand Alone Relocatable at rear of campus	
Specialize Classroom:	Oxford may configure specialized space within the classroom allocation at Barcelona Hills and Foxborough as shown above.	
Non-Teaching Admin Space:	Exclusive use of the conference room on north side of school at Barcelona Hills. Oxford may configure non-teaching admin space within the classroom allocation at Barcelona Hills and Foxborough as shown above.	
Barcelona Hills Common Space:	Multipurpose Room Health Office Oxford may configure any additional needed space within the classroom allocation shown above.	
Non-Classroom Outdoor Space:	Joint-use Playfields and Blacktop at Barcelona Hills	

Classrooms: Oxford will be allocated exclusive use of 13 total classrooms at Barcelona Hills plus the YMCA doublewide relocatable classroom for classroom based instruction and specialized space. Exclusive use of two rooms will be provided at the Foxborough campus for independent study.

Specialized Classroom Space: Oxford may configure necessary specialized space within the facilities allocation shown above. No additional specialized space will be provided beyond what is identified in this correspondence.

Non-Teaching Administrative Space: The north side entryway, round “70s” room and conference room will be provided at Barcelona Hills for administrative purposes. This area is served by a separate building entrance immediately adjacent to classroom #14. Oxford may utilize or configure space within the allocation of classrooms provided above at its discretion, subject to review and approval by the District.

Common Space: Determination of use of the common space such as the multi-purpose room, cafeteria, and health office will be available on a shared basis. It is understood that the parties will work cooperatively to divide/schedule use of these facilities. Use of these common areas may require rotation of the available times to accommodate both Oxford’s in-district students and any other programs operated on the site.

Physical placement of Oxford’s health assistant will need to be worked out between the parties.

Oxford will be provided primary use of the northern student restrooms on the Barcelona Campus. Other restrooms may be used on a shared basis. Restrooms and multi-purpose room use at the Foxborough campus will be provided on a shared basis. Sharing arrangements will need to be worked out directly with the Niguel Children’s Center and Journey Charter School.

Oxford is responsible for providing its own library services.

Non-classroom Space: Non-classroom space, such as playgrounds and adjacent joint use park facilities, parking spaces, and staff restrooms, will be available on a shared basis. Other common non-teaching space such as RSP/pull out classrooms shall be shared with the District operated program at the site(s) as well. It is understood that the parties will work cooperatively to divide/schedule use of these facilities. Use of these common areas may require rotation (except the use of staff restrooms) of the available times to accommodate both Oxford’s in-district students and any other programs operated on the site.

Utilities: Utilities include natural gas, domestic water, irrigation water, sewer and electricity. Oxford will be charged a flat rate of \$25,000 for utilities for the 2011-2012 year. Payment for the utilities will be payable in 3 equal payments. The first payment shall be due no later than November 1, 2011, and each additional payment will be due 30 days from the invoice date.

Furnished and Equipped: District school classrooms are furnished and equipped with desks, chairs, and white/black boards. The offer of space will incorporate white/black boards along with desks and chairs at District loading standards indicated in the staffing ratios previously discussed. Specialized classroom space will be shared space and include the same furnishings and equipment available for use by District students except for those furnishings and equipment excluded pursuant to CCR Title 5 §11969.2(e). Furnishings and equipment such as computers that were acquired for the school site with non-district resources are excluded from use.

Classroom furniture and equipment allocations will be based on CUSD standard district furniture lists and shall meet the reasonably equivalent requirement.

Specialized or program specific classroom furniture/equipment will include:

- Kindergarten
- Middle school science furniture
- Computer lab furniture
- Computer lab computers - 33 total desktop computers
  - 32 student
  - 1 instructor
- Storage Container (One 40' Sea-train type storage container)
- Administrative Computers – 3 desktop computers
- Teacher Computers – 15 desktop computers
- Two 20 cubic foot (min) refrigerator
- Phone System for Administrative Office

Use of Space: The space allocated to Oxford must be used in a manner consistent with the final offer of facilities. Additionally, the space allocated to Oxford is for occupancy of the specific sites/spaces outlined herein only. All property remains the property of the District and Oxford shall not enter into any agreement with any party regarding the use or occupancy of the property without the express written consent of the District. The proposed facilities offer is for space only and excludes any services related to the use of such space. Use of the space will be subject to the facilities use Agreement.

Services - Barcelona Campus: Custodial services and minor maintenance will be provided by Oxford for the facilities occupied for their exclusive use. Custodial services for common spaces will be shared between both parties. Landscape maintenance will be provided by the district. Systems maintenance such as plumbing, HVAC, roofing, and other deferred or major maintenance issues will be the responsibility of the District.

Services - Foxborough Campus: Systems maintenance such as plumbing, HVAC, roofing, and other deferred or major maintenance issues will be the responsibility of the District. No other services will be provided at the Foxborough campus.



Occupancy: The space would be made available to Oxford no less than ten (10) working days prior to the first day of instruction, for the 2011-2012 school year. In conformity with the statute and regulations this offer of the above-described facilities applies to the school year 2011-2012, only. The District will work to make facilities available prior to this date. If allocated facilities are available prior to this date, they will be made available to Oxford.

### **Additional Items**

Any revenue generated by Oxford through it's before or after-school student care programs will be split on a 50/50 basis, after expenses, between the District and Oxford. Oxford shall provide appropriate accounting justifying such revenues and expenses.

### **Facilities Use Agreement**

Pursuant to CCR Title 5 §11969.9(f)(3), the District will prepare and submit a facilities use Agreement concurrent with the final facilities proposal and will present it to the Board for ratification as required along with the final proposal. A preliminary draft Facility Use Agreement is attached. District staff will work with the charter to finalize this agreement prior to presentation to the Board of Trustees.

### **Pro-Rata Share**

Oxford will be responsible for a pro-rata share of the facilities costs in conformity with the regulations CCR Title 5 §11969.7 which states:

*A per-square-foot amount equal to those school district facilities costs that the school district pays for with unrestricted revenues from the district's general fund divided by the total space of the school district multiplied by the amount of space allocated by the school district to the charter school.*

For purposes of this calculation, the square footage allocated to Barcelona Hills and Foxborough will be established at 10,000 square feet. The composite pro-rata share for allocated facilities is shown below:

$$\begin{aligned}(\$12,104,375 \div 4,100,000) &= \$2.95 \\ \$2.95 \times 10,000 \text{ sq. ft.} &= \$29,500\end{aligned}$$

Oxford's pro-rata share will be \$29,500 for the 2011-2012 school year. Payment for the pro-rata share will be payable in 3 equal payments. The first payment shall be due no later than November 1, 2011, and each additional payment will be due 30 days from the invoice date.

### **Over-Allocated or Additional Space**

Oxford will not be charged for any over-allocation of space.

If additional facilities space becomes available during the 2011-2012 school year at Barcelona Hills, parties agree to revisit the allocation of space in consideration of providing additional facilities to Oxford.

### **Alternatives and Flexibility**

At the sole discretion of the District and in cooperation with the charter school, nothing shall prohibit the parties from mutually agreeing to an alternative configuration, in lieu of agreement and/or adjustment to the proposal contained herein or to specific compliance with any of the provisions of the regulations. Nothing presented herein shall prohibit implementation of such an alternative means of satisfying the District's facilities obligation under Proposition 39.

### **Conclusion**

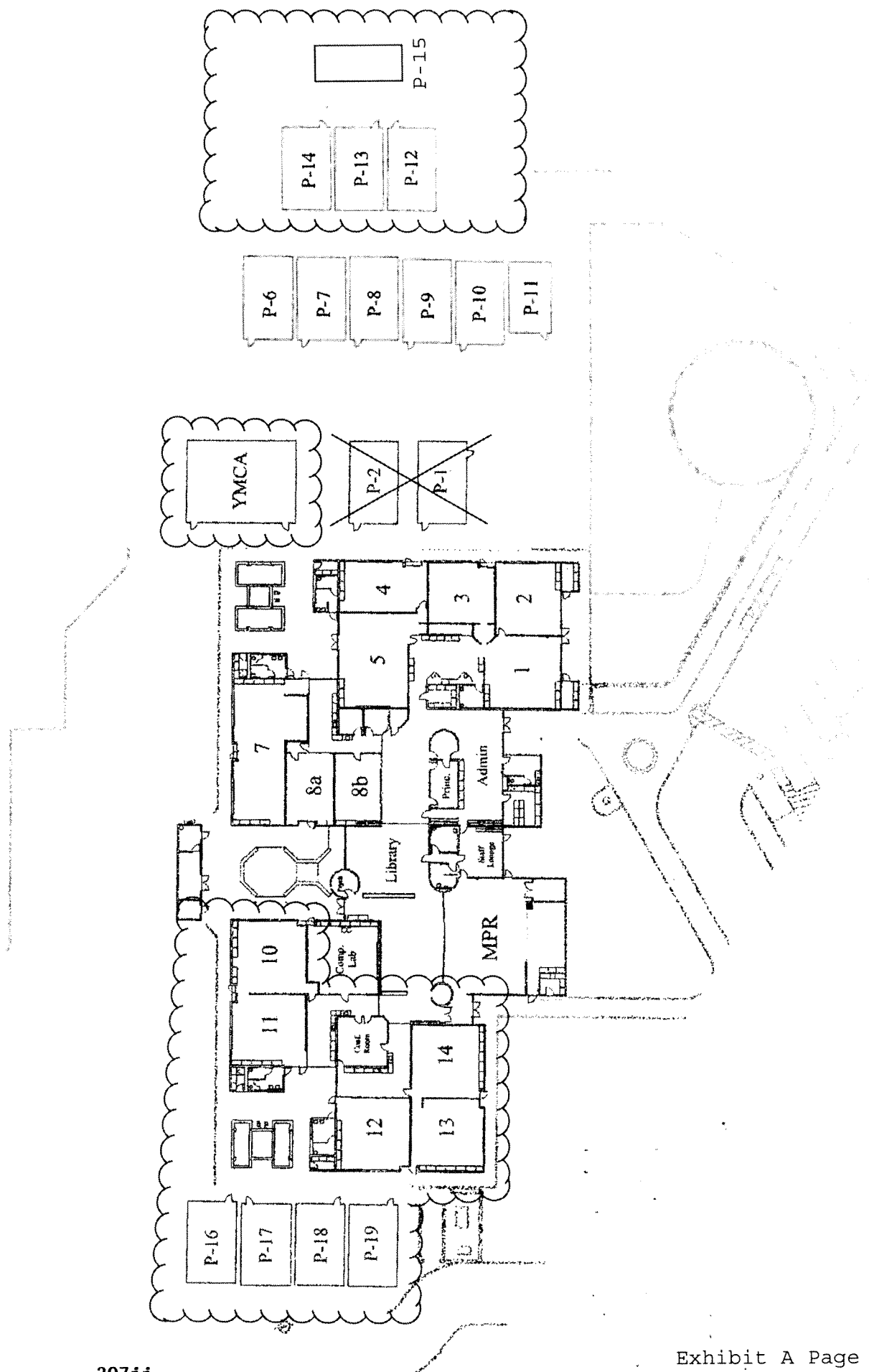
A number of facility sharing issues as well as a facilities use agreement will need to be worked out between the District and the charter school prior to finalization of this facilities proposal. The District is committed to working cooperatively with the charter to facilitate this process.

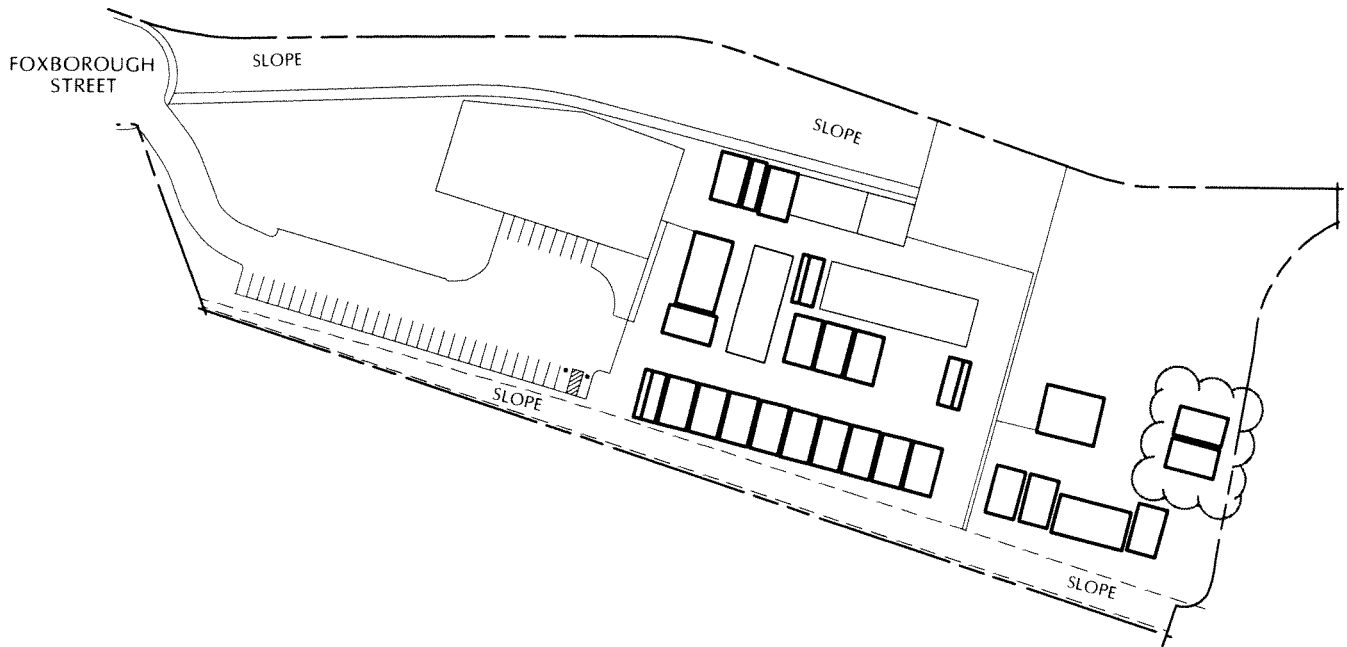
### **Attachments**

- Oxford's Proposed Classroom Loading for 2011-2012
- Site Map – Barcelona Hills
- Site Map – Foxborough Campus

Oxford Prep 2011-12

<u>Grades</u>	<u># of classes</u>	<u># per grade</u>	<u>Total Students</u>
K	4	30	120
1	2	24	48
2	1	31	31
3	1	31	31
4	1	32	32
5	2	32	64
6	2	32	64
7	1	31	31
8	1	28	28
ON CAMPUS			449
I.S.	+		100
	=		549
Total allowed			-628
shortage			-79





NORTH

Exhibit A Page 9 of 9

**pjhmarchitects**

647 CAMINO DE LOS MARES, SUITE 201  
SAN CLEMENTE, CA 92673  
(949) 496-6191 phone  
(949) 496-0269 fax

pjhm@pjhm.com  
www.pjhm.com

FOXBOROUGH  
ELEMENTARY SCHOOL  
27102 FOXBOROUGH STREET  
ALISO VIEJO, CA 92656

207jj

SHEET:

1 OF 1





CAPISTRANO UNIFIED SCHOOL DISTRICT  
RENTAL SERVICE AGREEMENT

This AGREEMENT is hereby entered into this 1st day of July, 2011, by and between the Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675 (hereinafter referred to as "DISTRICT"), and Calvary South County, 33157 Camino Capistrano, San Juan Capistrano, CA 92675, (hereinafter referred to as "CLIENT"). DISTRICT and CLIENT shall be collectively referred to as the Parties.

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

WHEREAS, DISTRICT AND CLIENT wish to enter into this AGREEMENT with the understanding that these services are being rendered secondary to services required by DISTRICT's schools and students and only if DISTRICT operations are not adversely impacted in any way:

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SERVICES TO BE PROVIDED BY THE DISTRICT.

1.1 Provide designated parking for one (1) school bus at the District's bus facility located at 26126 Victoria Blvd, Capistrano Beach, California 92624 for a fee of \$75.00 per bus per month for a total of \$75.00 per month.

2.0 TERM. DISTRICT shall commence providing services under this AGREEMENT on or after July 1, 2011, and this agreement shall be effective for one (1) year ending June 30, 2012 with two



(2) one year options to renew upon mutual written agreement of the Parties.

3.0 FEES/PAYMENT. CLIENT agrees to pay the DISTRICT for services satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT. There shall be no costs or expenses to the District to provide these services. Payment shall be made upon receipt of an invoice from DISTRICT in duplicate. Payment shall be mailed to: CAPISTRANO UNIFIED SCHOOL DISTRICT, 33122 VALLEY RD., SAN JUAN CAPISTRANO, CALIFORNIA 92675, ATTN: ACCOUNTS PAYABLE, or at such other place as DISTRICT may designate in writing.

4.0 COMMUNICATION BETWEEN THE PARTIES. CLIENT shall communicate directly with the DISTRICT's Executive Director of Transportation for the purpose of requesting any of the services provided in this AGREEMENT.

5.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this AGREEMENT, shall be and act as an independent contractor. DISTRICT understands and agrees that it and all of its employees shall not be considered officers, employees or agents of CLIENT, and are not entitled to benefits of any kind or nature normally provided employees of CLIENT and/or to which CLIENT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. DISTRICT assumes the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this AGREEMENT. DISTRICT shall

1 assume full responsibility for payment of all federal, state  
2 and local taxes or contributions, including unemployment  
3 insurance, social security and income taxes with respect to  
4 DISTRICT'S employees.

5 6.0 TERMINATION. Either party may terminate this AGREEMENT with  
6 or without reason by providing thirty (30) days written notice  
7 to the other party specifying the desired date of termination.  
8 Notice shall be deemed given when received or no later than  
9 three (3) days after the day of mailing, whichever is sooner.

10 7.0 HOLD HARMLESS/INDEMNIFICATION. CLIENT agrees to and does  
11 hereby indemnify, hold harmless and defend the DISTRICT and  
12 its Governing Board, officers and employees from every claim  
13 or demand made and every liability, loss, damage or expense,  
14 of any nature whatsoever, which may be incurred by reason of  
15 any injury to or death of any person(s), or damage to or loss  
16 of any property caused by any negligent act, default, or  
17 negligent omission of CLIENT, or its officers or employees  
18 arising out of, or in any way connected with, this AGREEMENT,  
19 whether said injury or damage occurs either on or off CLIENT's  
20 property, except for liability for damages which result from  
21 the sole negligence or willful misconduct of the DISTRICT or  
22 its officers or employees.

23 DISTRICT agrees to and does hereby indemnify, hold  
24 harmless and defend CLIENT and its affiliates, directors,  
25 administrative board and employees from every claim or demand  
made and every liability, loss, damage or expense, of any

1 nature whatsoever, which may be incurred by reason of any  
2 injury to or death of any person(s), or damage to or loss of  
3 any property caused by any negligence or willful misconduct of  
4 the DISTRICT, or its officers or employees arising out of  
5 their performance under this AGREEMENT.

6 8.0 INSURANCE. CLIENT will provide the DISTRICT with a  
7 certificate of insurance which provides insurance coverage on  
8 the CLIENT owned school bus parked at the District's bus  
9 facility. A certificate of insurance shall also show that the  
10 DISTRICT is named as an additional insured on the policy or  
11 policies of general liability and auto liability policies.  
12 Said certificate of insurance shall also show the DISTRICT  
13 will be given at least thirty (30) days notice prior to the  
14 termination, cancellation or modification of said insurance.

15 9.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this  
16 AGREEMENT shall not be assigned by the DISTRICT.

17 10.0 TOBACCO USE POLICY. In the interest of public health,  
18 DISTRICT provides a tobacco-free environment. Smoking or the  
19 use of any tobacco products are prohibited in buildings and  
20 vehicles, and on any property owned, leased or contracted for  
21 by the DISTRICT pursuant to DISTRICT Policy 400.15. Failure  
22 to abide with conditions of this policy could result in the  
23 termination of this AGREEMENT.

24 11.0 COMPLIANCE WITH APPLICABLE LAWS. DISTRICT and CLIENT agree to  
25 comply with all federal, state and local laws, rules,  
regulations and ordinances that are now or may in the future

1 become applicable to DISTRICT and CLIENT as they relate to  
2 their respective performances pursuant to this AGEEMENT.

3 12.0 PERMITS/LICENSES. DISTRICT and all DISTRICT's employees  
4 shall secure and maintain in force such permits and licenses  
5 as are required by law in connection with the furnishing of  
6 services pursuant to this AGREEMENT.

7 13.0 NON-DISCRIMINATION. DISTRICT and CLIENT agree that they will  
8 not engage in unlawful discrimination in employment of persons  
9 because of race, color, religious creed, national origin,  
10 ancestry, physical handicap, medical condition, marital  
11 status, or sex of such persons.

12 14.0 NOTICE. All notices or demands to be given under this  
13 AGREEMENT by either party to the other shall be in writing and  
14 given either by: (a) personal service or (b) by U.S. Mail,  
15 mailed either by registered or certified mail, return receipt  
16 requested, with postage prepaid. Service shall be considered  
17 given when received if personally served or if mailed on the  
18 third day after deposit in any U.S. Post Office. The address  
19 to which notices or demands may be given by either party may  
20 be changed by written notice given in accordance with the  
21 notice provisions of this section. As of the date of this  
22 AGREEMENT, the addresses of the parties are as follows:  
23  
24  
25

CLIENT: CALVARY CHAPEL SOUTH COUNTY  
33157 Camino Capistrano,  
San Juan Capistrano, CA 92675

Attn: \_\_\_\_\_

DISTRICT: Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675  
Attn: Mike Patton, Executive Director

15.0 NON WAIVER. The failure of DISTRICT or CLIENT 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.

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

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

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

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

2 DISTRICT:  
3 CAPISTRANO UNIFIED  
4 SCHOOL DISTRICT

CLIENT:  
CALVARY CHAPEL SOUTH COUNTY

5 BY: \_\_\_\_\_  
6 Authorized Signature

BY: \_\_\_\_\_  
Authorized Signature

7 PRINT NAME: \_\_\_\_\_

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

8 TITLE: \_\_\_\_\_

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

9 DATE: \_\_\_\_\_

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

10 TAXPAYER ID#: \_\_\_\_\_





## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Center for Learning & Behavioral Solutions, Inc. hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Psychological assessments of  
CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on July 1, 2011, and will diligently perform as required and complete performance by June 30, 2012.



**CONTRACTOR'S NAME:** Center for Learning & Behavioral Solutions **CONTRACT No.** II112038

**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: None.

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

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

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

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

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

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

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

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

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

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

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

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

**CONTRACTOR'S NAME:** Center for Learning & Behavioral Solutions **CONTRACT No.** I1112038

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:** Center for Learning & Behavioral Solutions **CONTRACT No.** 11112038

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:**

Center for Learning & Behavioral Solutions  
33 Creek Rd. #C-320  
Irvine, CA 93604

**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: Center for Learning & Behavioral Solutions CONTRACT No. I1112038

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

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

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

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Scope of Practice</u>
c. Exhibit	C	<u>None</u>

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

Capistrano Unified School District

Name of District

Center for Learning & Behavioral Solutions

Contractor Name

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

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

Terry Fluent

Typed Name

\_\_\_\_\_

Typed or Printed Name

Director, Purchasing

Title

\_\_\_\_\_

Title

August 8, 2011

Board Approval Date

\_\_\_\_\_

Taxpayer Identification Number

Initials/Date BH - 7/12/11

## **Exhibit A**

### **Fee Schedule**

Center for Learning and Behavioral Solutions, Inc  
Dr. Shirin Ansari  
33 Creek Road, suite C-320  
Irvine, CA 92604  
(949)654-2424

#### **Psychoeducational Consultation**

\$5,000.00 for Psycho educational assessments, to include initial intake with parents, psychological and educational tests/evaluations, home and school observations, IE attendance and comprehensive written report to include emendations and discussion of results and collaboration/consultation with other professionals.

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

## Exhibit B

### Scope of Practice

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

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





CONTRACTOR'S NAME: Let's Talk Speech & Language Therapy CONTRACT No. 11112040



## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Let's Talk Speech & Language Therapy 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:** Independent educational evaluations (IEE) for speech and language evaluations for CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on July 1, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: Let's Talk Speech & Language Therapy CONTRACT No. II112040

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: None.

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

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

CONTRACTOR'S NAME: Let's Talk Speech & Language Therapy CONTRACT No. I1112040

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DISTRICT:**

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

**CONTRACTOR:**

Let's Talk Speech & Language Therapy  
7 Merriweather Place  
Ladera Ranch, CA 92694

**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: Let's Talk Speech & Language Therapy CONTRACT No. 11112040

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

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

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

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Scope of Practice</u>
c. Exhibit	C	<u>None</u>

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

Capistrano Unified School District  
Name of District

Let's Talk Speech & Language Therapy  
Contractor Name

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

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

Terry Fluent  
Typed Name

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

Director, Purchasing  
Title

\_\_\_\_\_  
Title

August 8, 2011

Board Approval Date

\_\_\_\_\_

Initials/Date BH - 7/13/11

Taxpayer Identification Number



## EXHIBIT A

**Let's Talk Speech and Language Therapy**

7 Merriweather Place  
Ladera Ranch, CA 92694  
Phone: (949)388-6979  
Fax: (949)388-6073  
letstalkspeech@cox.net

**FEES FOR SPEECH AND LANGUAGE THERAPY SERVICES****EVALUATIONS**

- \$135.00 Per hour
  - Estimated time for a language evaluation – 2 hours
  - Estimated time for an articulation evaluation – ½ hour

**REPORTS**

- \$135.00 flat rate

**TREATMENT**

- \$135.00 per hour session
- \$ 62.00 per half an hour session

**IEP ATTENDANCE**

- \$135.00 per hour

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

## Exhibit B

### Scope of Practice

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

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



CONTRACTOR'S NAME: Susanne Smith Roley CONTRACT No. 11112039



## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Susanne Smith Roley 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:** Independent educational evaluations (IEE) for occupational therapy evaluations for CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on July 1, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: Susanne Smith Roley CONTRACT No. II112039

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: None.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

**DISTRICT:**

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

**CONTRACTOR:**

Susanne Smith Roley  
15 Songbird Lane  
Aliso Viejo, CA 92656

**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: Susanne Smith Roley CONTRACT No. 11112039

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

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

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

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Scope of Practice</u>
c. Exhibit	C	<u>None</u>

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

Capistrano Unified School District

Name of District

Susanne Smith Roley

Contractor Name

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

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

Terry Fluent

Typed Name

\_\_\_\_\_

Typed or Printed Name

Director, Purchasing

Title

\_\_\_\_\_

Title

August 8, 2011

Board Approval Date

\_\_\_\_\_

Taxpayer Identification Number

Initials/Date BH - 7/12/11

## **Exhibit A**

### **Fee Schedule**

Susanne Smith Roley, M.S. OTR/L, FAOTA  
15 Songbird Lane  
Aliso Viejo, CA 92656  
SUSANNESR3@gmail.com  
(949)581-1380  
(949)581-1384 FAX

### **OCCUPATIONAL THERAPY SERVICES**

Independent Educational Evaluation (IEE) – To include extended evaluation, document review, and 2 hours IEP attendance. **\$1,400.00.**

Consultation Hourly Rate - **\$150.00**

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

## Exhibit B

### Scope of Practice

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

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



CONTRACTOR'S NAME: Susan Meyers Fosnot

CONTRACT No. I1112037



## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Susan Meyers Fosnot 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:** Independent educational evaluations (IEE) for speech and language evaluations for CUSD students as designated by District.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on July 1, 2011, and will diligently perform as required and complete performance by June 30, 2012.

EXHIBIT 24

1

CONTRACTOR'S NAME: Susan Meyers Fosnot CONTRACT No. I1112037

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: None.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DISTRICT:**

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

**CONTRACTOR:**

Susan Meyers Fosnot  
21208 Costanzo St., #2  
Woodland Hills, CA 91364

**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: Susan Meyers Fosnot CONTRACT No. I1112037

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

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

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

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Scope of Practice</u>
c. Exhibit	C	<u>None</u>

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

Capistrano Unified School District  
Name of District

Susan Meyers Fosnot  
Contractor Name

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

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

Terry Fluent  
Typed Name

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

Director, Purchasing  
Title

\_\_\_\_\_  
Title

August 8, 2011

Board Approval Date

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

Initials/Date \_\_\_\_\_

## **Exhibit A**

### **Fee Schedule**

Susan Meyers Fosnot  
21208 Costanso Street, Suite 2  
Woodland Hills, CA 91364  
(818)707-9980 home  
(818)884-9110 work/FAX

### **SPEECH-LANGUAGE EVALUATION**

Independent Educational Evaluation (IEE) – To include extended evaluation, document review, and report writing. **\$1,500.00.**

Consultation Hourly Rate - **\$180.00.**

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

## Exhibit B

### Scope of Practice

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

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



CONTRACTOR'S NAME: Christine Stein

CONTRACT No. 11112041



## INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Speech and language services  
for the Learning Link programs at CUSD.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on August 9, 2011, and will diligently perform as required and complete performance by June 30, 2012.

EXHIBIT 25



CONTRACTOR'S NAME: Christine Stein

CONTRACT No. 11112041

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: None.

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

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

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

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

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

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

CONTRACTOR'S NAME: Christine Stein

CONTRACT No. 11112041

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DISTRICT:**

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

**CONTRACTOR:**

Christine Stein  
7301 Sitio Lirio  
Carlsbad, CA 92009

**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: Christine Stein CONTRACT No. 11112041

**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>None</u>
c. Exhibit	C	<u>None</u>

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

Capistrano Unified School District

Name of District

Christine Stein

Contractor Name

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

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

Terry Fluent

Typed Name

\_\_\_\_\_

Typed or Printed Name

Director, Purchasing

Title

\_\_\_\_\_

Title

August 8, 2011

Board Approval Date

\_\_\_\_\_

Taxpayer Identification Number

Initials/Date BH - 7/13/11

**Christine E. Stein, M.A. CCC-SLP  
Speech-Language Pathologist  
7301 Sitio Lirio  
Carlsbad, CA 92009**

**2011 Rates for Speech-Language Therapy Services**

Evaluations (Monolingual)	\$360
Evaluations (Bilingual and Cochlear Implant)	\$425
Therapy (Monolingual)	\$80/hr
Therapy (Bilingual)	\$90/hr
IEP/SST preparation and attendance	\$80/hr
Home-based therapy	\$125/hr
Travel Mileage	\$.55/mile

Exhibit A (2 pages)

Effective January 1, 2011

**Services to Be Provided By Consultant**

1. Serve as a Bilingual Speech Pathologist for the CUSD Learning Link at Las Palmas on Thursdays from 9:00 a.m. to 3:00 p.m., and San Juan Elementary School on Tuesdays from 9:00 a.m. to 3:00 p.m. In addition two hours of prep time per week will be paid for a total of 14 hours per week.
2. Services will begin on Thursday, September 8, 2011 to prepare for the opening of the Link and will end on Thursday, June 21, 2012 to close down the Link. The following days are not included and hours may not be made up: November 24 (Thanksgiving Week), December 19-January 1 (Winter Break), and April 10 and 12 (Spring Break). In the event of classified furlough days, the Learning Link will not be open and services will be canceled for those days.
3. Develop and conduct 150 speech and language screenings of Learning Link children ages 0-5.
4. Work with Regional Center of Orange County to refer children ages 0-3 with delays.
5. Conduct follow-ups on referrals made.
6. Conduct a minimum of two 45-minute parent workshops on speech and language development in children ages 0-5 and activities parents can do at home.
7. Conduct weekly story time literacy events at Las Palmas Learning Link and San Juan Learning Link and provide Supervisor, School Readiness, with parent sign-in sheets.
8. Conduct a one hour parent-child language intervention group. (3 eight week sessions)
9. Attend monthly School Readiness Staff Meetings (last Tuesday of the month from 2:00-3:00 p.m.)
10. Submit monthly milestone reports and end-of-the-year data summary.







## INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW THEREFORE, the parties agree as follows:

**1. Services to be provided by CONTRACTOR:** After school education and safety (ASES) program (as detailed in Exhibit B) at Viejo Elementary School.

**2. Term:** CONTRACTOR shall commence providing services under this AGREEMENT on August 9, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: YMCA of Orange County CONTRACT No. I1112045

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed One-hundred and two thousand Dollars (\$ 102,000.00 ). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: Exhibit A

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: 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: None

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DISTRICT:**

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

**CONTRACTOR:**

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

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

CONTRACTOR'S NAME: YMCA of Orange County CONTRACT No. 11112045

**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>Description of Services</u>
c. Exhibit	C	<u>None</u>

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

Capistrano Unified School District  
Name of District

YMCA of Orange County  
Contractor Name

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

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

Terry Fluent  
Typed Name

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

Director, Purchasing  
Title

\_\_\_\_\_  
Title

August 8, 2011  
Board Approval Date

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

Initials/Date BH - 7/18/11





EXHIBIT A

FOR YOUTH DEVELOPMENT  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

**YMCA of Orange County**  
**13821 Newport Ave. Suite 200**  
**Tustin, CA 92780**  
**(714) 549-9622**  
**csalas@ymcaoc.org**

**2011-2012 ASES program @ Viejo Elementary School**  
**Fee Schedule**

**PERSONNEL EXPENSES**

<b>Salaries</b>		\$64,370.00
<i>Direct:</i>	\$61,626.00	
<i>Administrative:</i>	\$2,744.00	
<b>Benefits/Taxes</b>		\$12,032.00
<i>Direct:</i>	\$11,122.00	
<i>Administrative:</i>	\$910.00	

**OPERATING EXPENSES**

<b>Direct Client Services</b>		\$20,403.00
<i>Direct:</i>	\$16,403.00	
<i>Designated Direct (Fieldtrips):</i>	\$4,000.00	
<b>Administrative Costs</b>		\$5,195.00
<b>Total Direct Expenses</b>		<b>\$93,151.00</b>
<b>Total YMCA Administrative Costs</b>		<b>\$8,849.00</b>

**TOTAL BUDGET AMOUNT** **\$102,000.00**

Cara Owens  
Chief Operating Officer

7/7/11

Date

Exhibit A

**EXHIBIT B**  
**Viejo Elementary School**  
**Contract No. I 1112 045**

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

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

Operate every regular school day during the regular school year.

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

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

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

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

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

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





## INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** After school education and safety (ASES) program (as detailed in Exhibit B) at Kinoshita Elementary School.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on August 9, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: YMCA of Orange County CONTRACT No. 11112044

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed One-hundred two thousand Dollars (\$ 102,000.00 ).  
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: Exhibit A

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: 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: None

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

**DISTRICT:**

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

**CONTRACTOR:**

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

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

CONTRACTOR'S NAME: YMCA of Orange County CONTRACT No. I1112044

**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>Description of Services</u>
c. Exhibit	C	<u>None</u>

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

Capistrano Unified School District  
Name of District

YMCA of Orange County  
Contractor Name

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

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

Terry Fluent  
Typed Name

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

Director, Purchasing  
Title

\_\_\_\_\_  
Title

August 8, 2011  
Board Approval Date

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

Initials/Date BH - 7/18/11



EXHIBIT A

FOR YOUTH DEVELOPMENT  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

**YMCA of Orange County**  
**13821 Newport Ave. Suite 200**  
**Tustin, CA 92780**  
**(714) 549-9622**  
**csalas@ymcaoc.org**

**2011-2012 ASES program @ Kinoshita Elementary School**  
**Fee Schedule**

**PERSONNEL EXPENSES**

<b>Salaries</b>		<b>\$64,370.00</b>
<i>Direct:</i>	\$61,626.00	
<i>Administrative:</i>	\$2,744.00	
<b>Benefits/Taxes</b>		<b>\$12,032.00</b>
<i>Direct:</i>	\$11,122.00	
<i>Administrative:</i>	\$910.00	

**OPERATING EXPENSES**

<b>Direct Client Services</b>		<b>\$20,403.00</b>
<i>Direct:</i>	\$16,403.00	
<i>Designated Direct (Fieldtrips):</i>	\$4,000.00	
<b>Administrative Costs</b>		<b>\$5,195.00</b>

<b>Total Direct Expenses</b>	<b>\$93,151.00</b>
<b>Total YMCA Administrative Costs</b>	<b>\$8,849.00</b>

<b>TOTAL BUDGET AMOUNT</b>	<b>\$102,000.00</b>
----------------------------	---------------------


  
\_\_\_\_\_  
Cara Owens  
Chief Operating Officer

Exhibit A

\_\_\_\_\_  
Date 7/7/11

**EXHIBIT B**  
**Kinoshita Elementary School**  
**Contract No. I 1112 044**

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

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

Operate every regular school day during the regular school year.

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

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

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

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

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

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





## INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** After school education and safety (ASES) program (as detailed in Exhibit B) at R. H. Dana Elementary School.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on August 9, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: YMCA of Orange County CONTRACT No. I1112042

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed One-hundred-one-thousand four-hundred Dollars (\$ 101,400.00 ). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: Exhibit A

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: 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: None

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DISTRICT:**

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

**CONTRACTOR:**

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

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

CONTRACTOR'S NAME: YMCA of Orange County CONTRACT No. I1112042

**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>Description of Services</u>
c. Exhibit	C	<u>None</u>

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

Capistrano Unified School District

Name of District

YMCA of Orange County

Contractor Name

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

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

Terry Fluent

Typed Name

\_\_\_\_\_

Typed or Printed Name

Director, Purchasing

Title

\_\_\_\_\_

Title

August 8, 2011

Board Approval Date

\_\_\_\_\_

Taxpayer Identification Number

Initials/Date BH - 7/18/11



EXHIBIT A

FOR YOUTH DEVELOPMENT  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

**YMCA of Orange County**  
**13821 Newport Ave. Suite 200**  
**Tustin, CA 92780**  
**(714) 549-9622**  
**csalas@ymcaoc.org**

**2011-2012 ASES program @ RH Dana Elementary School**  
**Fee Schedule**

**PERSONNEL EXPENSES**

<b>Salaries</b>		\$64,370.00
<i>Direct:</i>	\$61,626.00	
<i>Administrative:</i>	\$2,744.00	
<b>Benefits/Taxes</b>		\$12,032.00
<i>Direct:</i>	\$11,122.00	
<i>Administrative:</i>	\$910.00	

**OPERATING EXPENSES**

<b>Direct Client Services</b>		\$19,803.00
<i>Direct:</i>	\$15,803.00	
<i>Designated Direct (Fieldtrips):</i>	\$4,000.00	
<b>Administrative Costs</b>		\$5,195.00
<b>Total Direct Expenses</b>		<b>\$92,551.00</b>
<b>Total YMCA Administrative Costs</b>		<b>\$8,849.00</b>

<b>TOTAL BUDGET AMOUNT</b>		<b>\$101,400.00</b>
----------------------------	--	---------------------

Cara Owens  
Chief Operating Officer

Date

7/7/11

**EXHIBIT B**  
**RH Dana Elementary School**  
**Contract No. I 1112 042**

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

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

Operate every regular school day during the regular school year.

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

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

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

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

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

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





## INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** After school education and safety (ASES) program (as detailed in Exhibit B) at San Juan Elementary School.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on August 9, 2011, and will diligently perform as required and complete performance by June 30, 2012.



CONTRACTOR'S NAME: YMCA of Orange County CONTRACT No. 11112043

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed One-hundred two thousand Dollars (\$ 102,000.00 ). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: Exhibit A

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: 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: None

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DISTRICT:**

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

**CONTRACTOR:**

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

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

CONTRACTOR'S NAME: YMCA of Orange County CONTRACT No. 11112043

**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>Description of Services</u>
c. Exhibit	C	<u>None</u>

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

Capistrano Unified School District  
Name of District

YMCA of Orange County  
Contractor Name

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

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

Terry Fluent  
Typed Name

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

Director, Purchasing  
Title

\_\_\_\_\_  
Title

August 8, 2011

Board Approval Date

\_\_\_\_\_

Initials/Date BH - 7/18/11

Taxpayer Identification Number



EXHIBIT A

FOR YOUTH DEVELOPMENT  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

**YMCA of Orange County**  
**13821 Newport Ave. Suite 200**  
**Tustin, CA 92780**  
**(714) 549-9622**  
**csalas@ymcaoc.org**

**2011-2012 ASES program @ San Juan Elementary School**  
**Fee Schedule**


**PERSONNEL EXPENSES**

<b>Salaries</b>		\$64,370.00
<i>Direct:</i>	\$61,626.00	
<i>Administrative:</i>	\$2,744.00	
<b>Benefits/Taxes</b>		\$12,032.00
<i>Direct:</i>	\$11,122.00	
<i>Administrative:</i>	\$910.00	

**OPERATING EXPENSES**

<b>Direct Client Services</b>		\$20,403.00
<i>Direct:</i>		
	\$10,403.00	
<i>Designated Direct (Fieldtrips):</i>	\$4,000.00	
<i>Designated Direct (Library):</i>	\$6,000.00	
<b>Administrative Costs</b>		\$5,195.00
<b>Total Direct Expenses</b>		<b>\$93,151.00</b>
<b>Total YMCA Administrative Costs</b>		<b>\$8,849.00</b>

**TOTAL BUDGET AMOUNT** **\$102,000.00**

  
\_\_\_\_\_  
Cara Owens  
Chief Operating Officer

\_\_\_\_\_  
Date 7/7/11

**EXHIBIT B**  
**San Juan Elementary School**  
**Contract No. I 1112 043**

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

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

Operate every regular school day during the regular school year.

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

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

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

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

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

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







## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and CampCo Day Camps 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:** After school education and safety (ASES) program (detailed in Exhibit B) at Las Palmas Elementary School.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on August 9, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: CampCo Day Camps

CONTRACT No. 11112048

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: None.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DISTRICT:**

**CONTRACTOR:**

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

CampCo Day Camps  
26861 Trabuco Rd., E-121  
Mission Viejo, CA 92691

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

CONTRACTOR'S NAME: CampCo Day Camps CONTRACT No. I1112048

**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>Description of Services to be Provided</u>
c. Exhibit	C	<u>None</u>

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

Capistrano Unified School District  
Name of District

CampCo Day Camps  
Contractor Name

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

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

Terry Fluent  
Typed Name

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

Director, Purchasing  
Title

\_\_\_\_\_  
Title

August 8, 2011  
Board Approval Date

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

Initials/Date BH - 7/27/11



**EXHIBIT B**  
**Las Palmas Elementary School**  
**Contract No. I 1112 048**

Services to be provided by CampCo Day Camps to Capistrano Unified School District:

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

Operate every regular school day during the regular school year.

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

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

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

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

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

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

# CampCo


## Day Camps

26861 Trabuco Road, E, #121  
Mission Viejo, CA 92691  
(949) 643-9008 Fax (949) 666-9008  
[Sylvia@CampcoDaycamps.com](mailto:Sylvia@CampcoDaycamps.com)

## FEE SCHEDULE

144 Days of School x 4 Staff x 4 hours per day	\$65,088.00
38 Days of School x 4 Staff x 5.25 hours per day	\$22,543.50
114 Hours for Prep/Planning Hours x 1 Staff	\$3220.50
182 Days x 1 CampCo Office Staff x 0.25	\$1285.38
220 Hours for CampCo supervisor visits, City/School meetings, site-specific Trainings, ASES Record-keeping of students attendance and similar items	\$6215.00
Supplies & Equipment, worksheets, books, copies, games, balls, etc...	\$2350.00
37 Weeks x 80 Crafts x \$.75/pp	\$2220.00
10 Staff x \$10/TB Test	\$100.00
<b>Total Estimated Program Fees:</b>	<b>\$103,022.38</b>
<b>Monthly Fees Due to CampCo:</b>	<b>\$10,302.00</b>

Payment due dates:	September:	September 15	February:	February 15
	October:	October 15	March:	March 15
	November:	November 15	April:	April 15
	December:	December 15	May:	May 15
	January:	January 15	June:	June 15

  
Sylvia N. Rosenthal, CampCo Owner

  
Date

Exhibit A



**EXTENSION OF AGREEMENT**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**COCA-COLA BOTTLING COMPANY OF SOUTHERN CALIFORNIA**

Bid No. 0708-08 – Vending and Beverage Services Districtwide called for an original contract period of November 5, 2007, through November 4, 2008, with an option to extend the contract in four 12-month increments for an option period not to exceed 48 consecutive months as allowed by California Education Code §17596.

The contract with Coca-Cola pursuant to Bid No. 0708-08, shall be extended an additional 12 months, for the period September 1, 2011 through August 31, 2012, and Board approved on August 8, 2011.

Except as set forth in this Extension Agreement, and Board approved on November 5, 2007, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONTRACTOR**

**Capistrano Unified School District**

**Coca-Cola Bottling Company of Southern  
California**

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

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

Terry Fluent \_\_\_\_\_

\_\_\_\_\_  
Print Name

Director, Purchasing \_\_\_\_\_

\_\_\_\_\_  
Title

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

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



Coca-Cola Refreshments

700 W. Circle Ave.  
Orange, CA 92665  
P: 714 974-1500  
F: 714 282-2912

July 13, 2010

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

**Subject: Coca-Cola Beverage Service Agreement Extension Request**

We acceptance of your recent request to extend our current Beverage Agreement with District exclusively for an additional 12 months starting September 1<sup>st</sup> 2011.

We will extend everything as per the original agreement for 1 more year.

Sincerely,

A handwritten signature in black ink, appearing to read "Sunny Singh", written over a horizontal line.

Sunny Singh  
District Sales Manager,  
Coca-Cola Refreshments,  
Orange.

## VENDING AND BEVERAGE SERVICES DISTRICTWIDE

### BID FORM AND AGREEMENT

Bid No. 0708-08

This is a line item bid. Each bid will stand alone and may be awarded to separate vendors.

#### COMMISSION RATES OFFERED:

BID A	NON-CARBONATED BEVERAGE	% COMMISSION
N/A	ELEMENTARY SCHOOLS	N/A
20oz Dasani 30%	INTERMEDIATE SCHOOLS	20oz Dasani 30%
20oz Dasani & Powerade Option	HIGH SCHOOLS	20oz packages 30% 12oz Powerade 25%

BID B	SB19 CONFORMING SNACKS	% COMMISSION
	ELEMENTARY SCHOOLS	
	INTERMEDIATE SCHOOLS	
	HIGH SCHOOLS	

BID C	MILK AND MILK PRODUCTS	% COMMISSION
	ELEMENTARY SCHOOLS	
	INTERMEDIATE SCHOOLS	
	HIGH SCHOOLS	

BID D	FOOD SERVICE CASE LOTS, ETC.	SEE ATTACHED SPREADSHEET
-------	------------------------------	--------------------------

Please state commission rate offered and show how monthly payments are calculated. Attach list of products for each Bid Segment.

State the annual payment vendor will advance for the rights and benefits previously listed.  
\$ \$24,000.00/year---\$12,000 at beginning of each year and \$12,000 at end of each year.

**VENDING AND BEVERAGE SERVICES DISTRICTWIDE**  
 Bid No. 0708-08

**BID FORM**

PRODUCT DESCRIPTION	CASE QTY.	UNIT	UNIT PRICE
<b>V8 &amp; V8 Fusion 12 oz---NEW!!</b>	<b>12 units</b>	Case	<b>\$ 12.12</b>
Non Carbonated, Fountain		BIB	
Sports Drinks, 20 oz. Plastic Bottle	<b>24 units</b>	Case	<b>\$ 17.00</b>
Sports Drinks, 12 oz Plastic Bottle	<b>24 units</b>	Case	<b>\$ 11.00</b>
Juice Drinks, Plastic Bottle 10 oz	<b>24 units</b>	Case	<b>\$ 13.00</b>
Juice Drinks, Can	<b>24 units</b>	Case	<b>\$ 8.00</b>
20 oz Iced Teas, Plastic bottle	<b>24 units</b>	Case	<b>\$ 17.00</b>
Iced Teas, Cans	<b>24 units</b>	Case	<b>\$ 8.00</b>
Water, 1 liter, Plastic Bottle	<b>12 units</b>	Case	<b>\$ 13.00</b>
Water, 1.5 Liter, Plastic Bottle	<b>12 units</b>	Case	<b>\$ 15.00</b>
Water, 16.9 oz., Plastic Bottle	<b>24 units</b>	Case	<b>\$ 9.25</b>
Water, Plastic Bottle 20 oz	<b>24 units</b>	Case	<b>\$ 12.00</b>
<b>Dasani Plus--New!! 20oz--For HS ONLY!</b>	<b>24 units</b>	Case	<b>\$ 10.00</b>
<b>Water, 12 oz plastic</b>	<b>24 units</b>	Case	<b>\$ 8.00</b>
Cups, 22 oz.			
Cups, 32 oz.			
Cups, 44 oz.			

BID FORM AND AGREEMENT

VENDING AND BEVERAGE SERVICES DISTRICTWIDE  
BID NO. 0708-08

DISTRICT  
APPROVED:

Bid Awarded to: Coca-Cola Bottling of So. California  
(Contractor Name)

for: Segments A & D  
(Segment A, B, C, D)

Per pricing as specified on Bid Form.

Signature

Terry Fluent  
Terry Fluent  
Director, Purchasing  
Capistrano Unified School District

BID FORM AND AGREEMENT

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## BEVERAGE PROVIDER AGREEMENT

This agreement (the "Agreement") is made by and between BCI Coca-Cola Bottling Company of Los Angeles d/b/a Coca-Cola Bottling Company of Southern California, a Delaware corporation ("Beverage Provider"), and the Capistrano Unified School District having its principal place of business at 33122 Valle Road, San Juan Capistrano, California ("District").

### WITNESSETH:

WHEREAS, Beverage Provider is dedicated to being responsive to local school needs and to improving the communities in which it does business, including by supporting youth development and education, and District has requested a variety of beverages for the use of students, faculty and staff;

WHEREAS the Beverage Provider has adopted the Alliance for a Healthier Generation School Beverage Guidelines which were announced on May 3, 2006 by former President Clinton and Governor Huckabee of Arkansas, co-chairs of the Alliance for a Healthier Generation. Working together with the District to implement these guidelines, this school wellness effort supports teaching kids to consume a balanced diet and be physically active;

WHEREAS, District is vested with the appropriate authority and wishes to grant to Beverage Provider the exclusive beverage availability rights described herein with respect to all middle and high schools in the Capistrano Unified School District ("Schools") and with respect to all other facilities owned or operated by the District.

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto agree as follows:

1. Definitions.

(a) "Agreement Year" means each twelve-month period beginning with the first day of the Term.

(b) "Approved Cups" means disposable cups approved by Beverage Provider from time to time as its standard trademark cups and/or vessels and/or other (disposable and nondisposable) containers approved by Beverage Provider from time to time, all of which shall prominently bear the trademark(s) of Coca-Cola® and/or other Products (as herein defined) on all of the cup surface.

(c) "Beverage" or "Beverages" shall mean all nonalcoholic beverages of any kind, but shall not include fresh-brewed unbranded coffee and tea products, water drawn from the public water supply or unbranded juice squeezed fresh on the Campus.

(d) "Campus" means the entire premises of each and every School and facility (excluding elementary Schools) owned or operated by District either now or in the future, including without limitation, all middle, high, post secondary and alternative schools, athletic facilities, offices, maintenance facilities, and including for each such location, the grounds, parking lots, all buildings which are a part of the location, all cafeterias, faculty and staff lounges, dining facilities, branded and unbranded food service outlets, concession stands, press rooms, sky boxes, stadium suites, vending locations, and players' benches, sidelines and locker rooms. The defined terms "Schools" and "Stadium" are included within the collective term "Campus."

(e) "Competitive Products" means any and all Beverages other than Products (as defined herein).

(f) "Products" shall mean Beverage products purchased directly from Beverage Provider or sold through vending machines owned and stocked by Beverage Provider.

(g) "Stadium" shall mean all stadiums and other athletic facilities at Schools that are owned or operated by District within the Campus including, but not limited to, the grounds, parking lots, all buildings which are part of the Stadium, all concession stands, dining facilities, branded and unbranded food service outlets, press rooms, sky boxes, stadium suites, vending and players' benches, sidelines and locker rooms.

(h) "Team" or "Team(s)" means all interscholastic athletic teams associated with District.

2. Term. Beverage Provider shall have the rights provided herein for a term of five (5) years, beginning as of November 7, 2007 ("Term"), unless mutually extended by written Agreement of the parties or unless sooner terminated as provided herein. Effective at the end of each full Agreement Year, either party shall have the right to terminate this Agreement, with or without cause, by giving the other party sixty (60) days advance written notice.

3. Consideration.

In order to advance the educational mission of the District, to benefit the District, its students and educators, to support school wellness efforts and in exchange for the rights granted to Beverage Provider hereunder, Beverage Provider agrees to provide the following funding, programs and other support described below. The parties intend that the use of funding will be focused on some or all of the following:

- Academic enrichment and scholarships
- Improvement of technology at the Schools
- Additional or improved educational materials
- School and Campus improvements
- Student extra-curricular activities
- Educator and Student reward and recognition programs
- Physical fitness and nutrition education programs
- Teaching kids to consume a balanced diet and be physically active

(a) Sponsorship Fees. In consideration of the rights and benefits granted to Beverage Provider hereunder and provided a minimum of seventeen thousand two hundred and thirty-seven (17,237) standard physical cases (each a "Case") of Products are purchased and paid for by the District directly from the Beverage Provider and/or sold through Beverage Provider's full-service vending machines on Campus in any Agreement Year (the "Annual Volume Commitment"), Beverage Provider agrees to pay District the amount of Twenty-four Thousand Dollars (\$24,000) each Agreement Year (the "Sponsorship Fees"). Subject to the adjustment described below, Beverage Provider shall pay the District Sponsorship Fees in two (2) equal semi-annual installments of Twelve Thousand Dollars (\$12,000) each Agreement Year. Within thirty (30) days after the beginning of each Agreement Year (or within 30 days after the date this Agreement is signed by both parties with respect to Agreement Year one), Beverage Provider will advance District the first installment of the Sponsorship Fees for such Agreement Year. The first installment of Sponsorship Fees shall be deemed earned evenly over the Agreement Year in which it is paid. At the end of each Agreement Year, Beverage Provider will perform a reconciliation using Beverage

Provider's actual Case sales records. If the Annual Volume Commitment has been reached, Beverage Provider shall pay District the full amount of the second installment of the Sponsorship Fees. If the Annual Volume Commitment has not been reached by the end of any Agreement Year, then Beverage Provider shall not pay District the full amount of the second installment of the Sponsorship Fees and instead, District will be paid a rebate of one dollar and forty cents (\$1.40) for each Case, back to Case one, of Product either purchased and paid for by the District directly from Beverage Provider for sale on the Campus or sold through Beverage Provider's full-service vending machines on the Campus during such Agreement Year (the "Rebates"). If the Annual Volume Commitment has been exceeded by the end of any Agreement Year, then in addition to the full amount of the Sponsorship Fees, District shall also earn Rebates at the rate set forth above on all Cases that exceed the Annual Volume Commitment.

(b) Commissions. Beverage Provider shall pay the District commissions on full-service Beverage vending sales based on the following rates and initial vend prices:

	Commission	Initial Vend Price
20 oz. bottles - Dasani Regular	30%	\$1.25
12 oz. bottles - PowerAde	25%	\$1.00
20 oz. bottles - PowerAde Zero	30%	\$1.25
12 oz. bottles - glacéau vitaminwater	20%	\$1.00
12 oz. bottles - Fuze	20%	\$1.00
12 oz. bottles - V8	20%	\$1.25

Commissions are paid based upon cash collected, after deducting taxes, recycling fees, other government-mandated fees, and communication charges, credit and debit card fees, if any. The above vend prices are effective through Agreement Year 2. At the commencement of Agreement Year 3, all vend prices shall increase by twenty-five cents (\$0.25) and shall remain at that price through the remainder of the Term.

Commissions shall not be payable on any sales from vending machines not filled or serviced by Beverage Provider. Beverage Provider may further adjust the vend prices and/or commission rates on an annual basis as necessary to reflect changes in its costs, including cost of goods. Commissions will be paid on or about the 20th of each month following the month in which they are earned, with an accounting of all sales and monies in a form satisfactory to the District, and shall become immediate property of District.

(c) Other Consideration: Beverage Provider shall provide the following to the District each Agreement Year:

(i) Beverage Provider shall make available to District a maximum of fifty (50) Cases of complimentary 12 oz. canned carbonated Products or 12 oz. Dasani water (or combination of both, as determined by Beverage Provider) for each high School. Such complimentary Products will be provided to District upon reasonable advance request. If District does not request all available complimentary Products by the end of each Agreement Year, then any complimentary Products remaining at the end of any Agreement Year shall be retained by Beverage Provider with no further obligation.

(ii) Beverage Provider shall establish a fund in the maximum amount of One Thousand Five Hundred Dollars (\$1,500) for District each Agreement Year (the "Marketing Support Fund"). The Marketing Support Fund shall be held and administered by Beverage Provider and will be used to provide merchandise and/or support various marketing activities and special events held at the Schools (e.g., Powerade kits, menu boards, sampling). Any

amounts in the Marketing Support Fund remaining unused at the end of any Agreement Year shall be retained by Beverage Provider with no further obligation.

4. Grant of Beverage Availability and Beverage Merchandising Rights. District hereby grants to Beverage Provider the following exclusive Beverage availability and merchandising rights, subject to the Permitted Exceptions set forth in Section 7:

(a) Beverage Availability on Campus. Beverage Provider shall have the exclusive right to make Beverages available for sale and distribution on Campus. District agrees that Products shall be the exclusive Beverages sold, dispensed, served or sampled at all locations and at all functions on the Campus. District agrees that District and all other persons serving Beverages on Campus, including without limitation concessionaires, food service vendors, teams, and booster clubs, shall purchase all (100%) of their requirements for Products from Beverage Provider. In particular, District shall cause each School administration to do the following:

(i) Offer a selection of Beverage Provider's Products to comply with the following standard Beverage guidelines (the "Guidelines") at the Schools indicated below:

**Middle Schools**

- Bottled water
- Up to 10 ounce servings of milk and 100% juice<sup>1</sup>
  - Low fat and non fat regular and flavored milk (includes nutritionally equivalent milk alternatives (per USDA), such as soy milk) with up to 150 calories per 8-ounce serving
  - 100% juice with no added sweeteners and up to 120 calories per 8-ounce serving
- Notwithstanding the foregoing, however, if middle School and high School students have common access to areas where Beverages are sold on a common Campus or in common buildings, then District has the option to adopt the high School standard below

**High Schools**

- Bottled water
- No or low calorie Beverages with up to 10 calories per 8-ounce serving
- Up to 12 ounce servings of milk, 100% juice, light juice and sports drinks
  - Low fat and non fat regular and flavored milk with up to 150 calories per 8-ounce serving
  - 100% juice with no added sweeteners and up to 120 calories per 8-ounce serving
  - Light juices and sports drinks with no more than 66 calories per 8-ounce serving
- At least 50% of Beverages on Campus must be water and no or low calorie options

Products offered at the Schools in compliance with the Guidelines shown above shall be available during the regular and extended School day and at all locations in the Schools, except where not permitted by federal or state regulations. The extended School day includes, but is not limited to, activities such as clubs, athletic practices, yearbook, band and choir practice, student government, drama, and childcare/latchkey programs. District represents and warrants that current federal and state regulations permit the sale of Beverages in Schools at least in accordance with the above Guidelines;

<sup>1</sup> For purposes of this Agreement, 100% juice is defined as 100% juice that contains at least 10% of the recommended daily value for three or more vitamins and minerals.

(ii) Obtain Beverage vending services from Beverage Provider, which shall have the exclusive right to provide Beverage vending on Campus;

(iii) Offer juice Products, juice-containing Products and other Products in cafeteria lines of all Schools if such Products meet state, and federal nutrition and procurement regulations and the above Guidelines;

(iv) Permit Beverage Provider to place a minimum of seventy-eight (78) Beverage vending machines in mutually agreed upon locations as required to meet Beverage availability needs on Campus;

(v) Permit Beverage Provider to place vending machines in all athletic facilities operated by the District, including the Stadium; and

(vi) Cause Products to be hawked in stands in Approved Cups or plastic bottles (currently twenty-ounce) at all sporting events and during all events when any items of any make or description are hawked on the Campus.

(b) Beverage Merchandising Rights. Beverage Provider shall have the exclusive right to merchandise Beverages on Campus including the following specific rights:

(i) Trademarks for Products shall be prominently listed on the menu boards of all food refreshment outlets on Campus;

(ii) District shall ensure that all post-mix Beverages served or pre-mix Beverages served, sold or dispensed at concessions and for Team use (including Beverages sold, served or made available in locker rooms, sidelines and players' benches) shall be served in Approved Cups.

5. Signage for Products.

Beverage Provider shall be entitled to signage locations as selected by Beverage Provider at the Schools and athletic facilities, including but not limited to advertising panels located on scoreboards. Such signage shall meet Beverage Provider's reasonable specifications as to design, construction, and general appearance. The location, size and appearance of any sign are subject to District approval, not to be unreasonably withheld. Without the express written consent of Beverage Provider, Beverage Provider's signage on the Campus shall not be altered, obscured in any way or draped at any time or for any reason by any person or entity, including any broadcaster. District shall maintain all scoreboards, signs and other promotional materials for Products in good order and repair. All lighted signs and panels promoting Products (including lighted concession advertising) shall be fully illuminated at all events on the Campus for which any signs are illuminated. Beverage Provider shall have the right of access to its permanent signage at all reasonable times for the purpose of replacement or removal of the same or to modify, change or alter the promotional messages appearing thereon at Beverage Provider's cost and discretion, subject to District approval of content, not to be unreasonably withheld.

6. Competitive Products. Subject to the Permitted Exceptions in Section 7, during the entire Term and any renewal or extension thereof:

(a) No Competitive Products may be sold, dispensed or served anywhere on the Campus.

(b) No permanent or temporary advertising, signage or trademark visibility for Competitive Products will be displayed or permitted anywhere on the Campus, including locker rooms, sidelines and players benches.

(c) No agreement or relationship will be entered into or maintained by District pursuant to which Competitive Products are associated in any manner with the Campus, Schools, Stadium, Teams and/or events at the Stadium in any advertising, promotional activity or other endeavor which creates or tends to create the impression of a relationship or connection between Competitive Products and Campus, Schools, Stadium, Teams and/or events at the Stadium.

7. Permitted Exceptions.

(a) District shall have the right to make available for sale on the Campus a Competitive Product in a Beverage category for which Beverage Provider does not distribute a similar or comparable Product. District agrees, however, that if and when Beverage Provider makes a comparable Product available, District will cease to sell such Competitive Products and will instead begin selling the comparable Product. District agrees that this provision shall not be read to allow advertising or promotional rights with respect to such Competitive Products except that trademarks for such Competitive Products may be displayed on menu boards and on dispensing equipment.

(b) If District can procure any milk or water product from a source other than Beverage Provider at a lower price than Beverage Provider's prices for such Beverages, then District may purchase such lower-priced milk or water product from another source for sale through the Schools' cafeteria lines, unless Beverage Provider can provide comparable Products which are priced same or lower.

8. Pricing. During Agreement Year one, Beverage Provider shall provide Products to District and/or its concessionaires at the prices set forth in **Exhibit A**. During the remainder of the Term, such prices will be subject to an annual increase of no more than five percent (5%) over the previous Agreement Year's price, except that pricing may be subject to additional adjustments greater than 5% in the event of a substantial increase in a major component of Beverage Provider's cost of goods, manufacture or delivery. Beverage Provider shall notify District in writing thirty (30) days prior to any price increases. Beverage Provider may offer tiered pricing that requires District to order certain quantities or to comply with Beverage Provider's minimum order quantities to get the best pricing or may charge a delivery fee if such minimums are not met.

9. Equipment and Service

(a) During the Term, Beverage Provider will loan to District all Beverage dispensing equipment ("**Equipment**") which is reasonably required in Beverage Provider's discretion to dispense Products at the Campus. District represents and warrants that electrical service on the Campus is proper and adequate for the installation of Equipment, and District agrees to indemnify and hold harmless Beverage Provider from any damages arising out of defective electrical services.

(b) District agrees (i) it will execute documents evidencing Beverage Provider's ownership of the Equipment, (ii) upon request of Beverage Provider, District will execute Beverage Provider's Equipment Placement Agreement ("**BPEPA**"), however, if any of the terms of the BPEPA are in conflict with the terms of this Agreement, this Agreement will control, (iii) the Equipment may not be removed from the Campus without Beverage Provider's written consent, (iv) District will not encumber the Equipment in any manner or permit any attachment thereto except as authorized by Beverage Provider for the Equipment, and (v) District will be responsible to Beverage Provider for any loss or damage to the Equipment, reasonable wear and tear excepted.

(c) Beverage Provider will provide District with reasonable, free service to its Equipment. All equipment service will be provided during normal business hours. Beverage Provider shall not be obligated to provide service hereunder during periods in which it is prevented from doing so due to strikes, civil disturbances, unavailability of parts or other causes beyond the control of Beverage Provider. Beverage Provider shall not be liable for damages of any kind arising out of delays in rendering service.

10. Remedies for Loss of Rights.

(a) In addition to any other legal or equitable remedy, District will have the right to terminate this Agreement upon forty-five (45) days prior written notice to Beverage Provider at any time if:

(i) Beverage Provider fails to make any payment due under this Agreement, and if such default continues uncured for the forty-five day period referenced in Section 10(a); or

(ii) Beverage Provider breaches any material term or condition of this Agreement, and if such breach continues uncured for the forty-five day period referenced in Section 10(a).

(b) In addition to any other legal or equitable remedy, Beverage Provider will have the right to terminate this Agreement upon forty-five (45) days prior written notice to District at any time if:

(i) District breaches any material term or condition of this Agreement, and if such breach continues uncured for the forty-five day period referenced in Section 10(b); or

(ii) District's right to convey the promotional and Beverage availability rights contained in this Agreement expire or are revoked; or

(iii) Any material component of the Campus is closed for a period of one hundred twenty (120) days or more.

(c) Upon termination of this Agreement for any reason, except as set forth in Section 10(a), District will refund any unearned portion of the Sponsorship Fees, if any, pro rated based on the sales to the date of termination or, if earlier, the date of any default hereunder by District and District will refund a pro rata portion of the cost of refurbishing and installing the Equipment.

(d) If any material component of the Campus is closed for more than thirty (30) consecutive days, but less than one hundred twenty (120) consecutive days, Beverage Provider may extend the Term for a corresponding period, whether or not such closure is due to a cause beyond the reasonable control of District.

(e) If (i) any of the rights granted to Beverage Provider herein are materially restricted or limited during the Term or (ii) if there is a closing of any material component of the Campus (whether or not any event is due to a cause beyond the reasonable control of District including a strike or other work stoppage), (iii) a Team fails to play all of its scheduled home games on the Campus for a period of more than thirty (30) consecutive days during its scheduled season, (iv) the Schools' enrollment declines below 50,791 or the standard school year is shortened for any reason; or (v) government or other regulation limits or prohibits the availability of Beverages as outlined in Section 4, including but not limited to, any restrictions imposed by the California Education Code, as amended from time to time (in addition to any limits on availability in effect as of the date of execution), which will place additional restrictions on the sale of Beverages during certain hours and places on Campus (in addition to any limits on availability in

effect as of the date of execution), then in addition to any other remedies available to Beverage Provider, Beverage Provider may elect, at its option, to adjust the Sponsorship Fees or Rebates to be paid to District for the then remaining portion of the Term (and District will pay to Beverage Provider a pro rata refund of any prepaid amounts and a pro rata refund of the costs of refurbishing and installing the Equipment), or to extend the Term of this Agreement, to reflect the diminution of the value of rights granted hereunder to Beverage Provider. In the event Beverage Provider elects to exercise its right to such adjustment and refund, District may, at its option, within ten (10) days following receipt of notice of any adjustment, notify Beverage Provider of its disagreement with the amount of the adjustment. The parties will then attempt in good faith to resolve the disagreement over such adjustment. If the parties cannot, after good faith negotiations, resolve the matter, Beverage Provider may exercise the right of termination described in Section 10(b) above.

(f) Beverage Provider shall have the right to withhold and not pay further any amounts which may become payable to District pursuant to this Agreement if: (i) District has failed to perform its obligations hereunder, (ii) Beverage Provider's rights hereunder have been lost, limited or restricted, or (iii) there exists a bona fide dispute between the parties.

11. Notices. Any notices or other communication hereunder shall be in writing, shall be sent via registered or certified mail, and shall be deemed given when received.

If to Beverage Provider:

Coca-Cola Bottling Company of Southern California  
1348 47<sup>th</sup> Street  
San Diego, California 92102  
Attention: Business Unit Vice President and General Manager

with a copy to:

Coca-Cola Enterprises Inc.  
2500 Windy Ridge Parkway  
Atlanta, Georgia 30339  
Attention: General Counsel

If to District:

Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, California 92675  
Attention: Superintendent

#### TERMS AND CONDITIONS

##### Representations, Warranties and Covenants

(a) Representations, Warranties and Covenants of District. District represents, warrants and covenants to Beverage Provider as follows:

(i) District Authority. District has full power and authority to enter into this Agreement and to grant and convey to Beverage Provider the rights set forth herein.



(ii) **District Binding Obligation.** All necessary approvals for the execution, delivery and performance of this Agreement by District have been obtained, and this Agreement has been duly executed and delivered by District and constitutes the legal and binding obligation of District enforceable in accordance with its terms.

(iii) **No Conflict With Other Agreements.** District has not entered into, and during the Term of this Agreement, will not enter into (a) any other agreements (including agreements with any broadcaster or any other Beverage providers of the Campus, Schools, Stadium and/or the Teams) which would prevent it from fully complying with the provisions of this Agreement or (b) any agreement granting Beverage availability and merchandising rights that are inconsistent with the rights granted to Beverage Provider pursuant to this Agreement, including any agreements with concessionaires or third party food service operators, vending companies, boosters, parents and student groups, and/or other entities which sell, distribute or advertise Beverages and/or food (including agreements with broadcasters or other Beverage Providers of the Campus, Schools, Stadium and/or the Teams). District further covenants that it will require compliance with the relevant provisions of this Agreement by third party food service operators, vending companies, concessionaires, boosters, parent and student groups, and/or other entities which sell, distribute or advertise Beverages and/or food on the Campus, or which sponsor events on the Campus.

(b) **Representations and Warranties and Covenants of Beverage Provider.** Beverage Provider hereby represents, warrants and covenants as follows:

(i) **Authority.** Beverage Provider has full power and authority to enter into and perform this Agreement.

(ii) **Binding Agreement.** All necessary approvals for the execution, delivery and performance of this Agreement by Beverage Provider, have been obtained, and this Agreement has been duly executed and delivered by Beverage Provider, and constitutes the legal and binding obligation of Beverage Provider, enforceable in accordance with its terms.

(iii) **No Conflict With Other Agreements.** Beverage Provider has not entered into and during the Term of this Agreement, will not enter into, any other agreements which would prevent it from fully complying with the provisions of this Agreement.

(c) **General.** Each of the parties hereto agree that the representations, warranties and covenants contained herein shall survive the execution and delivery, and if appropriate the termination, of this Agreement.

**Assignment.** This Agreement or any part hereof shall not be assigned or otherwise transferred by either party without the prior written consent of the other party. Notwithstanding the foregoing, Beverage Provider shall be entitled to assign its rights and obligations under this Agreement pursuant to the sale of substantially all of its assets.

**Claims.** In no event will Beverage Provider accept any audits of, or claims of discrepancies or errors in, pricing, rebates, commissions, funding, discounts, or other consideration provided under this Agreement ("Claims") more than one (1) year from the date of invoice or the date of funding or consideration, as applicable. In order to present Claims within forty-five (45) days of the date of invoice, commission report, check or other applicable documentation, District shall provide Beverage Provider a detailed, written request specifying the particular price, commission, funding, product, amount in dispute and reason for dispute, along with a true copy of the original invoice, commission report, check or other applicable documentation. In order to present Claims later than forty-five (45) days from the date of invoice (but not more than one (1) year from the date of invoice), District shall provide to the Beverage Provider a request as specified above, and, in addition, submit true copies of any check remittances, and any other relevant documentation showing proof of Claim. Beverage Provider will review each Claim in good faith and provide responses to each properly-made Claim. Beverage Provider will work directly with the District to resolve any Claims or audit issues, but will not interact with third-party auditors or contractors. Any audits requested by District shall take place during normal business hours and shall be conducted at Beverage Provider's place of business.

**Modifications.** No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and executed by each of the parties hereto. This Agreement may be amended only in writing signed by each of the parties hereto.

**Relationship of Parties.** The parties are acting herein as independent contractors and independent employers. Nothing herein contained shall create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect.

**Retention of Rights.** District shall not obtain, by this Agreement, any right, title or interest in the trademarks of The Coca-Cola Company, nor shall this Agreement give District the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copy-rights of The Coca-Cola Company.

**Governing Law.** This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of California.

**Applicable Law.** Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approvals required in order to fully perform its obligations hereunder.

**Captions.** The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provisions set forth herein.

Entire Agreement. This Agreement shall constitute the complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, Agreements, promises or statements, either oral or written, by and between either party.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date last below written.

Beverage Provider:

By: [Signature]

Printed Name: Suzanne Higginbotham

Title: VP-Finance

Date: 8/29/08

District:

By: [Signature]

Printed Name: Terry Flint

Title: Director, Purchasing

Date: 9/3/08

**EXHIBIT A**

**Initial Pricing**

<b><u>Package</u></b>	<b><u>Price per case</u></b>
1/2-liter Dasani	\$ 9.25
12 oz. PowerAde	\$11.00
20 oz. PowerAde Zero	\$17.00
12 oz. glacéau vitaminwater	\$19.68
20 oz. PowerAde Zero	\$17.75
12 oz. PowerAde	\$16.25
12 oz. V8	\$12.12

**EXTENSION OF AGREEMENT**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**COCA COLA BOTTLING COMPANY OF SOUTHERN CALIFORNIA**

**BID NO. 0708-08 – VENDING AND BEVERAGE SERVICE DISTRICTWIDE**

This bid called for an original 12-month contract covering the period November 5, 2007 through November 4, 2008, with an option to extend the contract yearly for an additional 48-month period as allowed by the California Education Code.

The contract with Coca Cola Bottling of Southern California pursuant to Bid No. 0708-08, shall be extended, covering the period November 5, 2008 through August 31, 2009, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on November 5, 2007, all other terms of the contract remain in full force and effect.

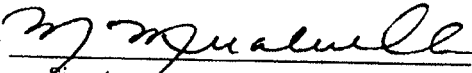
DISTRICT

CONTRACTOR

**Capistrano Unified School District**

**Coca Cola Bottling Company of Southern California**

By:   
Signature

By:   
Signature

Terry Fluent

M. MIRABELLA  
Print Name

Director, Purchasing

Sales Center Manager  
Title

Date: 12/8/08

Date: 11/20/08

# Coca-Cola Bottling Company of Southern California

■ COCA-COLA ENTERPRISES COMPANY

Orange Branch Distribution

700 West Grove Avenue  
Orange, CA 92665

October 9, 2008

REVISED: October 13, 2008

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

In response to Extension Bid No. 0708-08 - Vending and Beverage Service District wide bid letter, we wish to extend our contract for an additional 12 month period. Please also find attached the comparison sheet listing the current and proposed product items.

As we have discussed, we have made the following changes

1. Sponsorship payment dollars = remove payment dollars in exchange for price as requested.
  2. Error corrections = Coke to process to off set short pays (since November 2007)
  3. Overpayment of full service commissions =  
Coke to start commission payment effective September 2008.  
Coke to make September payment with 2008 4th Quarter commission payment  
Coke will forego the \$8,500.00 overpayment in full service commission for the last school year.
  4. Pricing = Attached pricing on the comparison sheet will remain in effect until August 31, 2009
  5. 12oz VitaminWater = Pricing of \$19.68/case will remain as is since November 2007.  
Coke will provide update once error corrections are complete.
  6. Full Service commission payments = Change from monthly to quarterly payments
  7. Bid dates = Coke recommends to change bid dates from November to August (ties in with the commencement of the school year)
  8. Promotions = Coke to provide promotional fundraising offers during promotional periods (i.e. truckload sales)
  9. Price Increase = Capu USD will not incur the 10% cost of good increase that we have passed on to our existing customers
- We appreciate your business and look forward in continuing are business partnership with Capistrano Unified School District.

Sincerely,

  
Charles Simpson  
On Premise Sales Manager

10/13/08

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Printed on 100% Recycled Paper

# Comparison Sheet

REVISED: October 13, 2008

VENDING	NON CARBONATED BEVERAGE	CURRENT COMMISSION	PROPOSED COMMISSION
N/A	Elementary Schools	N/A	N/A
20oz Dasani 30%	Intermediate Schools	20oz Dasani 30%	20oz Dasani 30%
20oz Dasani & Powerade Zero	High Schools	20oz Packages 30% 12oz Powerade 25%	20oz Packages 30% 12oz Powerade 25%
12oz FUZE & VitaminWater		N/A	15%

\* \$1.00 20oz Dasani Water — All other packages @ \$1.25 (12oz FUZE, 12oz & 20oz VitaminWater & 20oz Powerade Zero)

PRODUCT DESCRIPTION	CASE QTY	UNIT	UNIT PRICE	CURRENT PRICE	PROPOSED PRICE
12oz V8 & V8 Fusion	12 units	case	\$ 12.12	\$ 12.12	\$ 12.12
Non-Carbonated Fountain	n/a	n/a	n/a	n/a	n/a
Sports Drinks, 20oz Plastic Bottle	24 units	case	\$ 17.00	\$ 17.00	\$ 17.00
Sports Drinks, 12oz Plastic Bottle	24 units	case	\$ 11.00	n/a	n/a
Sports Drinks, 12oz Plastic Bottle	30 units	case	\$ 13.80	\$ 13.80	\$ 13.80
Juice Drinks, 10oz Plastic Bottle	24 units	case	\$ 13.00	\$ 13.00	\$ 13.00
Juice Drinks, Can	n/a	n/a	n/a	n/a	n/a
VitaminWater, Plastic Bottle 12oz	24 units	case	\$ 19.68	\$ 19.68	\$ 17.25
Iced Teas, Plastic Bottle 20oz	24 units	case	\$ 17.00	\$ 17.00	\$ 17.00
Sparkling, Plastic Bottle 20oz	24 units	case	\$ 17.00	\$ 17.00	\$ 17.00
Iced Teas, Cans	24 units	case	\$ 8.00	\$ 8.00	\$ 8.00
FUZE, Plastic Bottle 12oz	24 units	case	n/a	n/a	\$ 14.50
Water 1 Liter Plastic Bottle	12 units	case	\$ 13.00	\$ 13.00	\$ 13.00
Water 1.5 Liter Plastic Bottle	12 units	case	\$ 15.00	\$ 15.00	\$ 15.00
Water 16.9oz Plastic Bottle	24 units	case	\$ 9.25	\$ 9.25	\$ 8.75
Water 20oz Plastic Bottle	24 units	case	\$ 12.00	\$ 12.00	\$ 12.00
Water 20oz Plastic Bottle Dasani Plus (for HS ONLY!)	12 units	case	\$ 10.00	\$ 10.00	\$ 10.00
Water 12oz Plastic Bottle	24 units	case	\$ 8.00	\$ 8.00	\$ 8.00
VitaminWater, Plastic Bottle 20oz	24 units	case	\$ 24.96	\$ -	\$ 24.96
Cups, 22oz	n/a	n/a	n/a	n/a	n/a
Cups, 32oz	n/a	n/a	n/a	n/a	n/a
Cups, 44oz	n/a	n/a	n/a	n/a	n/a

**EXTENSION OF AGREEMENT**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**COCA COLA BOTTLING COMPANY OF SOUTHERN CALIFORNIA**

**BID NO. 0708-08 – VENDING AND BEVERAGE SERVICE DISTRICTWIDE**

This bid called for an original 12-month contract covering the period November 5, 2007 through November 4, 2008, with an option to extend the contract yearly for an additional 48-month period as allowed by the California Education Code.

The contract with Coca Cola Bottling of Southern California pursuant to Bid No. 0708-08, shall be extended, covering the period September 1, 2009 through August 31, 2010, at the prices shown in Exhibit A to this Extension Agreement.


Except as set forth in this Extension Agreement, and Board approved on November 5, 2007, all other terms of the contract remain in full force and effect.

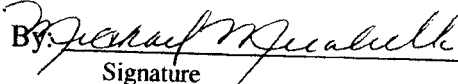
DISTRICT

CONTRACTOR

**Capistrano Unified School District**

**Coca Cola Bottling Company of Southern California**

By:   
Signature

By:   
Signature

Terry Fluent

M. MIRABELLA  
Print Name

Director, Purchasing

SALES CENTER MGR  
Title

Date: 10/30/09

Date: 9/24/07

# *Coca-Cola Bottling Company of Southern California*

A COCA-COLA ENTERPRISES company

700 West Grove Avenue  
Orange, CA 92665

Orange Branch Distribution

August 14, 2009

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

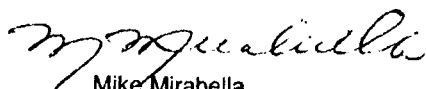
In response to Extension Bid No. 0708-08 - Vending and Beverage Service District wide bid letter, we wish to extend our contract for an additional 12 month period. Please also find attached the comparison sheet listing the current and proposed product items.

As we have discussed, we have made the following changes

1. Vending prices throughout the district are uniformed and reflect the agreed upon commission percentage.  
Please refer to the comparison sheet for vend prices along with commissions.
2. All commission checks throughout the district will be sent to Terry Fluent on a quarterly basis.  
80% of the money to be allocated to the school sites  
15% of the money to be allocated to the food service  
5% of the money to be allocated to the district
3. Quarterly commission reports:  
Coke will send a report to Terry Fluent with the following information:  
Start and end date of each quarter.  
Commission percentage breakdown by site.  
Commissions earned by each machine.  
Amount of cases sold per machine.  
List of equipment at each site and location
5. Price Increase = CPUSD will incur a 5% increase for product purchased throughout the district.  
Please refer to the comparison sheet for the proposed 2009-2010 pricing.
6. Please see Exhibit A for 2008-2009 Full Service Commissions Earned.
7. Coca-Cola Representative Contact List:  
For any Product Orders, Vending or Delivery Issues  
800-647-2653  
For all other immediate issues you may contact you local Coca-Cola Rep:  
Mark Reynado/Territory Account Manager @ 714-448-7779  
Email Address: markreynado@cokecce.com  
or  
Aimee Reiner/District Sales Manager @ 714-448-6432  
Email Address: aimeelreiner@cokecce.com

We appreciate your business and look forward in continuing are business partnership with Capistrano Unified School District.

Sincerely,



Mike Mirabella  
Sales Center Manager



# Comparison Sheet

		CURRENT COMMISSION	PROPOSED COMMISSION
VENDING	NON CARBONATED BEVERAGE		
N/A	Elementary Schools	N/A	N/A
20oz Dasani 30%	Intermediate Schools	20oz Dasani 30%	20oz Dasani 30%
20oz Dasani & PowerAde Zero	High Schools	20oz Packages 30%	20oz Packages 30%
20oz Carbonated & 20oz Dasani	Teacher Lounges	N/A	15%

\* All vendors located throughout the school district not at a school site shall receive all commissions earned with no split.

				CURRENT PRICE	PROPOSED PRICE
PRODUCT DESCRIPTION	CASE QTY	UNIT	UNIT PRICE		
12oz V8 & V8 Fusion	12 units	case	\$ 12.12	\$ 12.12	\$ 12.73
Non-Carbonated Fountain	n/a	n/a	n/a	n/a	n/a
Sports Drinks, 20oz Plastic Bottle	24 units	case	\$ 17.00	\$ 17.00	\$ 17.85
Sports Drinks, 12oz Plastic Bottle	24 units	case	\$ 11.00	n/a	n/a
Sports Drinks, 12oz Plastic Bottle	30 units	case	\$ 13.80	\$ 13.80	\$ 14.49
Juice Drinks, 10oz Plastic Bottle	24 units	case	\$ 13.00	n/a	n/a
Juice Drinks, Can	n/a	n/a	n/a	n/a	n/a
VitaminWater, Plastic Bottle 12oz	24 units	case	\$ 19.68	\$ 17.25	\$ 18.11
Iced Teas, Plastic Bottle 20oz	24 units	case	\$ 17.00	\$ 17.00	\$ 17.85
Sparkling, Plastic Bottle 20oz	24 units	case	\$ 17.00	\$ 17.00	\$ 17.85
Iced Teas, Cans	24 units	case	\$ 8.00	\$ 8.00	\$ 8.40
FUZE, Plastic Bottle 12oz	24 units	case	n/a	n/a	n/a
Water 1 Liter Plastic Bottle	12 units	case	\$ 13.00	\$ 13.00	\$ 13.65
Water 1.5 Liter Plastic Bottle	12 units	case	\$ 15.00	\$ 15.00	\$ 15.75
Water 16.9oz Plastic Bottle	24 units	case	\$ 9.25	\$ 9.25	\$ 9.19
Water 20oz Plastic Bottle	24 units	case	\$ 12.00	\$ 12.00	\$ 12.60
Water 12oz Plastic Bottle	24 units	case	\$ 8.00	\$ 8.00	\$ 8.40
VitaminWater, Plastic Bottle 20oz	24 units	case	\$ 24.96	\$ 24.96	\$ 26.21
Cups, 22oz	n/a	n/a	n/a	n/a	n/a
Cups, 32oz	n/a	n/a	n/a	n/a	n/a
Cups, 44oz	n/a	n/a	n/a	n/a	n/a

**EXTENSION OF AGREEMENT**  
**BETWEEN**  
**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**AND**

**COCA-COLA BOTTLING COMPANY OF SOUTHERN CALIFORNIA**

Bid No. 0708-08 – Vending and Beverage Services Districtwide called for an original contract period of November 5, 2007, through November 4, 2008, with an option to extend the contract in four (4) 12-month increments for an option period not to exceed 48 consecutive months as allowed by California Education Code 17596.

The contract with Coca-Cola Bottling Company of Southern California pursuant to Bid No. 0708-08, shall be extended an additional 12 months, for the period September 1, 2010, through August 31, 2011 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on August 10, 2010.

Except as set forth in this Extension Agreement, and Board approved on November 5, 2007, all other terms of the contract remain in full force and effect.

**DISTRICT**

**Capistrano Unified School District**

By:   
Signature

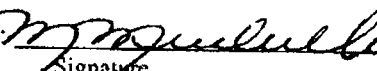
Terry Fluent

Director, Purchasing

Date: 9/1/2010

**CONTRACTOR**

**Coca-Cola Bottling Company of Southern California**

By:   
Signature

MICHAEL MIRABELLA  
Print Name

SALES CENTER MGR  
Title

Date: 9/30/10

**Bid No. 0708-08**  
**Snack and Beverage Vending Service Districtwide**  
**Commission Schedule**  
**September 1, 2010 – August 31, 2011**

<b>Vending Non Carbonated Beverage</b>		<b>Commision Rate</b>	<b>Price</b>
Elementary Schools	N/A	N/A	N/A
Middle Schools	20oz Dasani	30%	\$1.00
High Schools	20oz Dasani & Power Ade Zero	30%	\$1.00
Staff Lounges	20oz Carbonated & 20oz Dasani	15%	\$1.25
* All venders throughout the school district not at a school site shall receive all commissions earned with no split			

## FIRST AMENDMENT

This first amendment agreement, made and entered into effective as of August 30, 2010 (the "**First Amendment**") is to amend that certain Beverage Agreement dated effective November 7, 2007 (the "**Agreement**") by and between BCI Coca-Cola Bottling Company of Los Angeles d/b/a Coca-Cola Bottling Company of Southern California, a Delaware corporation (the "**Beverage Provider**"), and **Capistrano Unified School District** (the "**District**") All capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

### WITNESSETH:

WHEREAS, the parties to the Agreement desire to amend certain of its terms and conditions.

NOW THEREFORE, in consideration of the promises made herein, the parties hereto agree as follows:

A Section 3(b) of the Agreement is hereby amended by deleting 20oz Dasani from the table and replacing it with the following vend price and commission rate for such Beverage:

<u>Package</u>	<u>Commission</u>	<u>Initial Vend Price</u>
20oz bottles – Dasani Regular	30%	\$1.00

B. Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between this First Amendment and the Agreement, this First Amendment shall control. Each party represents, warrants and covenants to the other as follows:

1. Authority. It has full power and authority to enter into this First Amendment and to grant and convey the rights set forth herein.
2. Binding Obligation. All necessary approvals for the execution, delivery and performance of this First Amendment by it have been obtained, and this First Amendment has been duly executed and delivered by it and constitutes the legal and binding obligation of it enforceable in accordance with its terms.

IN WITNESS WHEREOF, the undersigned have caused this First Amendment to be duly executed as of the date first above written.

Beverage Provider:

District:

By:

Mirabella

By:

Terry Fluent

Printed Name:

M. MIRABELLA

Printed Name: Terry Fluent

Title:

SALES CENTER MGR

Title: Director, Purchasing

Date:

9/7/10

Date: 9/9/2010



**EXTENSION OF AGREEMENT**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**VENDING + PLUS**

RFP No. 4-0809 – Snack Vending Services Districtwide called for an original contract period of January 8, 2009 through August 31, 2009, with an option to extend the contract in four 12-month increments for a contract term not to exceed 60 consecutive months as allowed by California Education Code 17596.

The contract with Vending+Plus pursuant to RFP No. 4-0809, shall be extended an additional 12 months, for the period September 1, 2011, through August 31, 2012.

All other terms of the contract remain in full force and effect.

**DISTRICT**

**CONTRACTOR**

**Capistrano Unified School District**

**Vending+Plus**

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

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

Terry Fluent

\_\_\_\_\_  
Print Name

Director, Purchasing

\_\_\_\_\_  
Title

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

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

EXHIBIT 32



# CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675  
TELEPHONE: (949) 234-9441/FAX: 493-4083 [www.capousd.org](http://www.capousd.org)

## BOARD OF TRUSTEES

JACK R. BRICK  
PRESIDENT

GARY PRITCHARD, PH. D.  
VICE PRESIDENT

JOHN M. ALPAY  
CLERK

ELLEN M. ADDONIZIO

ANNA BRYSON

LYNN HATTON

SUE PALAZZO

## SUPERINTENDENT

JOSEPH M. FARLEY, ED.D.

July 8, 2011

### VIA U.S. MAIL

VIA EMAIL: [nnikka@verizon.net](mailto:nnikka@verizon.net)

Mr. Nick Nikka  
Vending+Plus  
101 North Beverly Glen Blvd.  
Los Angeles, CA 90077-3401

**Subject: RFP No. 4-0809 – Snack Vending Services  
Districtwide**

Dear Mr. Nikka:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on August 31, 2011.

**Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Friday, July 15, 2011.**

Along with the letter, please submit a statement showing commissions paid to date on this contract.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent  
Director, Purchasing

**Page 2 of 14**

# vending+plus

June 8, 2011

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

**Subject: RFP No. 4-0809 – Snack Vending Services  
Districtwide**

Dear Ms. Fluent:

As per your letter dated July 8, 2011 please accept this correspondence as our official request to extend our contract for the above referenced vending services for an additional 12 months period beyond the existing expiration date of August 31, 2011.

If you should have any questions or comments, please feel free to contact me.

Sincerely,



Nick Nikka  
Sole Proprietor  
vending+plus  
(310)788-9475  
nnikka@verizon.net





## Service Agreement

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT" and Vending+Plus

hereinafter referred to as "VENDOR."

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, VENDOR 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 VENDOR:** Snack Vending Services Districtwide terms and conditions per RFP No. 4-0809.

2. **Term:** VENDOR shall commence providing services under this AGREEMENT on January 8, 2009 and will diligently perform as required and complete performance by August 31, 2009.

3. **Compensation:** VENDOR agrees to pay the DISTRICT commissions for sales as specified in proposal attached as Exhibit A. VENDOR shall pay DISTRICT by due date as specified in proposal.

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

5. **Independent Contractor:** VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. VENDOR 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. VENDOR 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. VENDOR 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 VENDOR's employees.

6. **Materials:** VENDOR 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. VENDOR'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:** VENDOR 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 VENDOR and shall not be copied in whole or in part from any other source, except that submitted to VENDOR by DISTRICT as basis for such services.

8. **Copyright/Trademark/Patent:** VENDOR 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. VENDOR consents to use of VENDOR'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 VENDOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by VENDOR. Notice shall be deemed given when received by the VENDOR 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 VENDOR; or (b) any act by VENDOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) VENDOR is adjudged bankrupt, VENDOR makes a general assignment for the benefit of creditors or a receiver is appointed due to VENDOR'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 VENDOR. 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:** VENDOR 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 VENDOR or its subcontractors, whether authorized by this Agreement or not. VENDOR 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, VENDOR 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 VENDOR and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, VENDOR 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, VENDOR 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. VENDOR 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 VENDOR pursuant to this AGREEMENT shall not be assigned by the VENDOR.

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. VENDOR 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 VENDOR, VENDOR's business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. **Permits/Licenses:** VENDOR and all VENDOR'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:** VENDOR, if an employee of another public agency, agrees that VENDOR 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:** VENDOR 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 VENDOR 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>VENDOR</u>
Terry Fluent Director, Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	Vending+Plus 101 North Beverly Glen Blvd. Los Angeles, CA 90077-3401

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.

VENDOR NAME: Vending+Plus Contract No. C0809180

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 Proposal

b. Exhibit B \_\_\_\_\_

c. Exhibit C \_\_\_\_\_

This AGREEMENT is entered into this 8th Day of January,  
2009.

DISTRICT:

VENDOR:

By: Terry Fluent  
Signature

By: Nick Nikka  
Signature

Terry Fluent  
Printed Name

NICK NIKKA  
Printed Name

Director, Purchasing  
Title

SOLE PROPRIETOR  
Title

954445660  
Social Security or Taxpayer Identification



# Capistrano Unified School District

*Excellence in Education*

33122 Valle Road, San Juan Capistrano, CA 92675

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

## BOARD OF TRUSTEES

ANNA BRYSON  
President

KEN LOPEZ-MADDOX  
Vice President

JACK R. BRICK  
Clerk

ELLEN M. ADDONIZIO

LARRY J. CHRISTENSEN

SUE PALAZZO

MICHAEL S. WINSTEN

## INTERIM SUPERINTENDENT

BOBBI MAHLER, Ed. D.

June 3, 2010

**VIA FAX: (310) 444-9948**

**VIA U.S. MAIL**

Nick Nikka  
Vending+Plus  
101 North Beverly Glen Blvd.  
Los Angeles, CA 90077-3401

**Subject: RFP No. 4-0809 – Snack Vending Services Districtwide**

Dear Mr. Nikka:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on August 31, 2010.

**Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Monday, June 21, 2010.**

Along with your response to this request, please submit a list of products that you plan to stock in the vending machines along with their nutritional specifications.

If you have any questions, please contact me at (949) 234-9442.

Sincerely,

Korin Lawing  
Buyer, Purchasing

c: Dawn Davey, Director, Food and Nutrition Services



**EXTENSION OF AGREEMENT**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**VENDING + PLUS**

RFP No. 4-0809 – Snack Vending Services Districtwide called for an original contract period of January 8, 2009 through August 31, 2009, with an option to extend the contract in four 12-month increments for a contract term not to exceed 60 consecutive months as allowed by California Education Code 17596.

The contract with Vending+Plus pursuant to RFP No. 4-0809, shall be extended an additional 12 months, for the period September 1, 2009, through August 31, 2010.

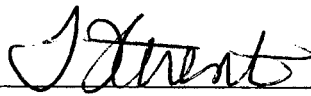
All other terms of the contract remain in full force and effect.

**DISTRICT**

**CONTRACTOR**

**Capistrano Unified School District**

**Vending+Plus**

By:   
Signature

By:   
Signature

Terry Fluent

NICK NIKKA  
Print Name

Director, Purchasing

SOLE PROPRIETOR  
Title

Date: 8/27/09

Date: 8/20/09





# Capistrano Unified School District

*Excellence in Education*

33122 Valle Road, San Juan Capistrano, CA 92675

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

## BOARD OF TRUSTEES

JACK R. BRICK  
President

GARY PRITCHARD, Ph. D.  
Vice President

JOHN M. ALPAY  
Clerk

ELLEN M. ADDONIZIO

ANNA BRYSON

LYNN HATTON

SUE PALAZZO

## SUPERINTENDENT

JOSEPH M. FARLEY, Ed. D.

January 11, 2011

Nick Nikka  
Vending+Plus  
101 North Beverly Glen Blvd.  
Los Angeles, CA 90077-3401

**Subject: Executed Extension Agreement – RFP No. 4-0809 –  
Snack Vending Services Districtwide**

Dear Mr. Nikka:

Enclosed is a fully executed Extension Agreement between Vending+Plus and Capistrano Unified School District for your records.

If you have any questions, you may contact me at (949) 234-9436. We look forward to continue working with you.

Sincerely,

Terry Fluent  
Director, Purchasing

TF:kl

enc.

c: Dawn Davey, Director, Food and Nutrition Services

**EXTENSION OF AGREEMENT**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**VENDING+PLUS**

RFP No. 4-0809 – Snack Vending Services Districtwide called for an original contract period of January 8, 2009 through August 31, 2009, with an option to extend the contract in 12-month increments for an option period not to exceed 48 consecutive months as allowed by California Education Code 17596.

The contract with Vending+Plus pursuant to RFP No. 4-0809, shall be extended an additional 12 months, for the period September 1, 2010, through August 31, 2011.

All other terms of the contract remain in full force and effect.

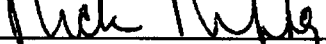
**DISTRICT**

**CONTRACTOR**

**Capistrano Unified School District**

**Vending+Plus**

By:   
Signature

By:   
Signature

Terry Fluent

NICK NIKKA  
Print Name

Director, Purchasing

SOLE PROPRIETOR  
Title

Date: 1/11/2011

Date: 12/7/10

**Capistrano Unified School District**  
**RFP No. 4-0809**  
**Snack Vending Service Districtwide**  
**September 1, 2010 – August 31, 2011**

	Pricing	Commission Rate
<b>Snacks</b>		28%*
Chipz 1 Oz.	Discontinued	
Chips 2 Oz. LSS	\$1.00	
Candy Slot Items	\$1.00	
Cookies	\$1.00	
Pastries & Pop Tarts	\$1.00	
Muffins	\$1.00 - \$1.25	
<b>Drinks * Optional</b> – Faculty Lounges & Staff break Rooms		28%*
Hot Beverage 8 ¼ Oz.	\$0.65 - \$0.85	
Hot Beverage 12 Oz.	\$0.85 - \$1.00	

\* 22% of gross sale of all machines less applicable sales taxes.

COUNTY FORM NO. 12  
REGULAR AUDIT  
SCHOOL CLAIMS DIVISION  
COUNTY OF SAN BERNARDINO

CERTIFICATION OF BOARD MINUTES

SCHOOL DISTRICT: Redlands Unified School District

SUBJECT MATTER: Award Bid No. 4-11

DATE OF ACTION: May 24, 2011

IN ACCORDANCE WITH PROVISIONS OF LEGAL CODES FOR THE STATE OF CALIFORNIA, THE GOVERNING BOARD OF THE ABOVE NAMED SCHOOL DISTRICT/COMMUNITY COLLEGE DISTRICT HEREBY APPROVES AND ADOPTS THE ACTION DESCRIBED BELOW.

Award Bid No. 4-11, for furniture, to be ordered on an as needed basis at various sites, to the lowest responsible/responsive bidders, as listed on the Bid Sheet, effective immediately for one year which may be extendable up to three years. The bid is structured as a percentage off of the current manufacturer's list price. Authorize Sherryl Avitable, Assistant Superintendent, Business Services, and Carol Oedecker, Purchasing Manager, to sign related documents on behalf of the Board.

AUTHORITY:	EDUCATION CODE	SECTION:
	GOVERNMENT CODE	SECTION:
	OTHER:	NUMBER:

SUPPORTIVE DATA:

I CERTIFY, UNDER PENALTY OF PERJURY, THE FOREGOING STATEMENTS TO BE TRUE AND CORRECT.

SIGNATURE: ASSISTANT SUPERINTE



EXHIBIT 33

ES

DATE: May 25, 2011

357

# PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA  
County of San Bernardino  
ss

The undersigned hereby certifies as follows:

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of twenty one years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Redlands Daily Facts, a newspaper of general circulation published daily except Saturday in the City of Redlands, County of San Bernardino, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of San Bernardino, State of California, under the date of October 10, 1927, Case Number 26980, that the notice, of which the annexed is a true printed copy set in type not smaller than nonpareil, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on each of the following dates, to-wit:

3/21, 3/28

all in the year 2011

Execute under the penalty of perjury that the foregoing is true and correct.

*W. M. ...*  
Signature

Executed on the 28 day of March, 2011 at Redlands, in the County of San Bernardino, State of California.

(Space below for stamp only)

Proof of Publication of

REDLANDS  
UNIFIED SCHOOL  
DISTRICT  
Notice Inviting Bids  
4-11  
Furniture, Filing,  
and Office  
Equipment Bid  
Opening Date 4/21/11  
The Redlands Unified  
School District will  
accept bids for Furni-  
ture, Filing, and Of-  
fice Equipment Bid.  
The bids must be  
received prior to  
2:00 P.M. 4/21/11, in a  
sealed envelope  
labeled with the bid  
title and number and  
addressed to the  
Purchasing Manager  
at 20 W. Lugonia,  
Redlands, CA 92374.  
(909) 748-6715.  
The Board of Trust-  
ees of the Redlands  
Unified School Dis-  
trict reserves the  
right to accept or re-  
ject any and all bids,  
to waive any irregu-  
larities in the bids or  
bidding, to be sole  
judge as to the merit,  
quality and accept-  
ability of materials  
proposed and their  
compliance to the  
specifications, if it be  
in the best interest of  
the District.  
The District is seek-  
ing DVBE participa-  
tion with this bid.  
Date: 3/21/11  
Board of Trustees  
Redlands Unified  
School District  
3/21-38/11 6015x

REDLANDS UNIFIED SCHOOL DISTRICT  
Notice Inviting Bids  
**4-11**  
**Furniture, Filing, and Office Equipment Bid**  
Opening Date **4/12/11**

The Redlands Unified School District will accept bids for Furniture, Filing, and Office Equipment Bid.

The bids must be received prior to 2:00 P.M. **4/12/11**, in a sealed envelope labeled with the bid title and number and addressed to the Purchasing Manager at 20 W Lugonia, Redlands. Bid will be opened at the above time, date and place. Bids received after the above stated time will be returned to bidder unopened.

Bids must be signed. All bids shall be submitted on forms furnished by the District and available with bid packages at the Purchasing Department, 20 W. Lugonia, Redlands, CA 92374, (909) 748-6715.

The Board of Trustees of the Redlands Unified School District reserves the right to accept or reject any and all bids, to waive any irregularities in the bids or bidding, to be sole judge as to the merit, quality and acceptability of materials proposed and their compliance to the specifications, if it be in the best interest of the District.

The District is seeking DVBE participation with this bid.

Date: 3/21/11

Board of Trustees  
Redlands Unified School District

Publish Date: 3/21/11 and 3/28/11

REDLANDS UNIFIED SCHOOL DISTRICT  
INSTRUCTION FOR BIDDERS

1. PREPARATION OF BID FORM

The Redlands Unified School District invites bids on the form enclosed to be submitted no later than 2:00 P.M. **4/12/11**. All blanks on the bid form must be appropriately filled in. Each bid must be submitted in a separate sealed envelope bearing on the outside BID No. **4-11** and the closing date and time. It is the sole responsibility of the bidder to ensure that his bid is received by the Purchasing Manager at **20 W. Lugonia**, Redlands California prior to the closing date and time. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened as per Government Code #53068

2. BID SUBMISSION ADDRESS

All bids must be submitted and received by the Redlands Unified School District Purchasing Office at **20 W. Lugonia**, Redlands, California 92373

3. BID OPENING READING

All bids shall be publicly opened and read aloud at the above mentioned time and place. Bids submitted, and their recaps will not be available for review until after Board of Trustees approval.

4. SIGNATURE

The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign such bids.

5. MODIFICATIONS

Changes in the bid documents, additions to the bid, or any other modifications of the bid form may result in rejection of the bid as not being responsive to the invitation to bid. No oral or telephone modifications shall be considered. Written or telegraphic modifications received prior to the bid closing date and time will be accepted.

6. ERASURES

The bid submitted must not contain any erasures, interlineations, or other corrections unless each is initialed in the margin immediately opposite by the person or persons signing the bid.

7. WITHDRAWAL OF BID

Bidders may withdraw bids by written request at any time prior to the scheduled closing time for receipt of bids.

8. INTERPRETATION OF BID DOCUMENTS

If discrepancies or omissions are found in the bid documents bidders may submit a written request for clarification or correction to the office of the Purchasing Director. A copy of the request for clarification and the response thereto will be mailed to all bidders. Corrections will be made by added issued to each bidder. The District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the bid.

INSTRUCTIONS CON'T PAGE 2

9. BID SECURITY                      OMIT      NOT REQUIRED

~~Each bidder shall submit, with his bid, a certified or cashiers check, or a satisfactory bid bond in favor of the Redlands Unified School District. Bid bonds or a certified check shall be issued in favor of the Redlands Unified School District by a satisfactory surety in the amount of five percent (5%) of the total amount of the bid being submitted. The check or bid bond shall be given as a guarantee that the bidder shall execute an agreement, if it is awarded to him, in conformity with these bid documents.~~

10. AWARD OF BID

The school district reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding process, and to make its selection of items awarded based upon its best judgment as to which items substantially comply with the specifications, or which are most economical and/or best suited for the needs of the district. In the event of equal bids, the award shall be made by lot as per Education Code #35276. All bids shall remain open and valid and subject to acceptance for a period of sixty (60) days after the bid opening date. Items listed on the bid will be awarded in part or whole and quantities may vary, whichever is in the best interest of the District.

11. PRICES

Bid each item separately. Prices must be stated in the unit it's specified. In case of a discrepancy between the unit price and the extended price, the unit price will be considered correct. Prices should be quoted net, including any trade discounts, F.O.B. destination. Cash discounts, when included, shall be considered pursuant to the DISCOUNTS provision of this bid. Prices shall NOT include sales tax. This bid is asking for discounts only off of manufacture price list.

12. DELIVERY SCHEDULE.

Bidders shall be required to commence delivery of all items on which bids are accepted immediately after receipt of a district purchase order. Failure to complete all deliveries within Thirty (30) days after receipt of a district purchase order (or as mutually agreed upon) shall be considered sufficient cause for default action under the DEFAULT provision of this bid.

13. BRANDS

Brand names are included for descriptive purposes, to indicate the quality, design and utility desired. This specification is not intended to restrict competition. Brands of equal make or type to those specified are acceptable unless otherwise indicated in this bid request. Recycled products must also meet the requirements set forth.

Each bidder shall indicate the manufacturer's name and model number of the brands being bid and shall submit all samples in accordance with the SAMPLES provision of this bid.

Specifications must be sent prior to or with bid on items bid as alternate or equal.

In the case of this bid NO SAMPLES are required.



14. SAMPLES

If the bidder is bidding items/brands other than those specified or if no brand is indicated in the bid documents, the following shall apply:

A. Complete specifications, descriptions, and photographs/sketches shall be submitted with the bid.

B. Samples must be submitted to the Redlands Unified School District, 20 W. Lugonia, Redlands, California 92373, on or before the closing date and time of this bid.

C. Samples must be submitted free of expense.

D. All packages containing samples must be clearly labeled "Bid Number 4-11," and each sample shall be clearly identified as to the bid number, **vendor name**, and item numbers under which it is to be considered.

E. Samples which do not comply with these instructions may not be considered for award.

F. All samples become the property of the District unless Bidder prearranges Return shipment.

In the case of this bid NO SAMPLES are required.

15. EVIDENCE OF RESPONSIBILITY

Upon request of the District a bidder whose bid is under consideration for award shall promptly submit satisfactory evidence showing his financial resources. The District may also request the names of three (3) references with whom similar transactions were made during the previous year.

16. ANTI-DISCRIMINATION

It is the policy of the District that in connection with all services performed, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex age or marital status, and therefore, the bidder agrees to comply with applicable Federal and California State laws including, but not limited to, the California Fair Employment Practice Act beginning with labor code #1410 and #1735. In addition, the bidder agrees to require like compliance by all subcontractors employed by him.

17. INSPECTION AND ACCEPTANCE

All items provided under this bid shall meet or exceed the bid specifications and shall comply with all Federal and California State laws governing their productions, handling, processing and labeling. Inspection and acceptance of all items shall be at destinations. Items found to be defective or not in accordance with the bid specifications shall be replaced immediately by the bidder at no cost to the District. District shall be allowed ten (10) working days after delivery to report damaged goods. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provision of this bid.

18. LIABILITY

The bidder shall hold the district, its officers, agents, servants and employees harmless from liability of any nature or kind whatsoever on account of use by the publisher or author, manufacturer or agent, of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this bid. Contractor agrees to indemnify and save harmless, District, its officers, agents and employees from and against any and all claims, demands, losses, defense costs or liability of any kind or nature which District, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with contractor's performance, under the terms of this contract, excepting only liability arising out of the sole negligence of the District.

## INSTRUCTIONS CONT PAGE 4

### 19. DISCOUNTS

Cash discounts shall be considered in determining low bid if discount offered is for a thirty (30) day payment period or longer. Cash discounts for less than thirty days shall not be considered in determining low bid. In connection with any discount offered, the discount period shall begin at the date of delivery and acceptance at destination, or the date the correct invoice is received, or on the date final approval of payment is authorized (in the event that an adjustment is necessary due to damage), whichever is later.

### 20. BID DOCUMENTS

The complete bid includes the following documents: Notice calling for Bids, Instructions for Bidders, Bid Form, and Hold Harmless. Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The Bidder should fully acquaint himself with the conditions and terms affecting the performance of the agreement if awarded. The bidder's submission of a bid shall be taken as prima facie evidence of compliance with this section.

### 21. MATERIAL SAFETY DATA SHEETS

Bidders receiving awards on items subject to Chapter 4 (Industrial Safety Orders) California Administrative Code, Title 8, Division of Industrial Relations, must submit Material Safety Data Sheets for those items, as required, to the school district.

### 22. TAXES

State and local taxes will be paid by purchaser. Taxes are not to be included in the prices that are submitted with this bid but shown separately under the area labeled "Taxes".

### 23. DELIVERY

All prices shall be quoted F.O.B. Destination. Destination shall be as designated within the boundaries of the Redlands Unified School District, Redlands California 92373. No additional fees shall be charged for small orders. All shipments shall be accompanied by a packing slip. Purchase order numbers shall appear on all packing slips, invoices, and packages.

### 24. ERRORS

Responsibility for errors or omissions on the part of bidders in making up their bids will not be assumed by the school district. All bids must be typewritten. No erasures will be permitted. Mistakes may be crossed out and corrections typed adjacent to the error. Corrections must be initialed in ink prior to the bid opening by the person signing the bid. Bids should be verified before submission, as they cannot be withdrawn or modified after the bid closing time and date.

### 25. QUANTITIES

Quantities shown are estimated usages of the District for the bid period. The District reserves the right to purchase more or less of the units specified. These quantities are not guaranteed by the District but are included for information and bid planning purposes only.

26. When any supplier shall deliver any article which does not conform to the specifications or when deliveries are unduly delayed, District may, at its option, annul and set aside the contract entered into with said supplier, either in whole or in part, and make and enter into a new contract with supplier that can provide equal or similar items in a timely manner. Additional costs incurred by the district as a result of such action shall be borne by the supplier (and/or his sureties), failing to perform.

#### 27. PERIOD OF AGREEMENT/ EXTENSION

The period of time that prices quoted herein shall remain in effect shall be for a minimum period of 360 days after bid award. Time extensions may be granted upon mutual consent of all parties involved within the conditions of this bid, but not to exceed a period of three years.

#### 28. PRICES INCREASES

In the event that parties involved consent to contract time extensions, the following conditions for price adjustments shall apply. Prices bid herein may increase with the mutual consent of parties involved. The effective date of such increase shall be specified in writing by the District. All proposed price increases shall require the submission by the vendor of the manufacturer's national or regional published price list or printed notices of price changes. All purchase orders placed under this agreement shall be delivered and invoiced at the agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

#### 29. PURCHASES ORDERS

The School District shall issue purchase orders to the vendor.

#### 30. INVOICES

Invoices shall be submitted in triplicate to the School District and shall contain the following information: Purchase order number, item number, item description, quantity, unit price, extended total, and applicable discounts for items delivered. Failure to enter the above information on the invoice may cause a delay in payment. Payment shall be made on partial deliveries accepted by the School District.

#### 31. OSHA

The vendor certifies by delivery, that all items furnished under this agreement meet or exceed applicable OSHA codes. All electrical devices must be supplied with 3 wire grounded cords.

#### 32. DEFAULT

District may, by written notice of default to the vendor, terminate the whole or any part of its order under this agreement if:

A. Vendor fails to make delivery of the supplies or to perform the service within the time specified herein or any extension thereof;

OR

B. Vendor fails to perform any of the other provisions of this agreement and does not cure such failure within a period of ten (10) calendar days (or such longer period as the purchasing director may authorize in writing) after receipt of notice from the purchasing director specifying such failure. In the event that the School District terminates its order(s) in whole or in part, District may procure supplies or services similar to those so terminated from other sources, and the vendor shall be liable to the District for any additional costs resulting from such action. Vendor shall be required to deliver all supplies or services under this agreement which are not terminated.

INSTRUCTIONS CON'T PAGE 6

33. WARRANTY

Warranty periods and terms shall be stated in the bid response. The vendor agrees that all items furnished under this agreement shall be covered by the most favorable commercial warranties (to include merchantability) that the vendor provides any customer for such items, and that the right and remedies provided therein are in addition to any other provision of this agreement.

34. INDEPENDENT CONTRACTOR

While providing the items included herein, the vendor is an independent contractor and not an officer, employee, or agent of the School District.

35. PARTICIPATION BY OTHER DISTRICTS AND CONTINUING CONTRACT

Other districts in the State of California may procure items off this bid under the same terms and condition stated in this bid. REF: PCC 20118 Said school district public entities shall process their purchase orders and warrants directly to the successful bidder upon agreement by the District and the Vendor.

36. RECYCLED ALTERNATIVES

The District reserves the right to select the item specified or the recycled alternate, whichever is in the best interest of the District.

37. DISABLED VETERAN BUSINESS ENTERPRISE REQUIREMENTS

In accordance with Education Code Section 17076.11, this district has a participation goal for disabled veteran business enterprises of at least 3 percent per year of the overall dollar amount of funds allocated to the district by the State Allocation Board pursuant to Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the school district. At the time of execution of the contract, the contractor will provide a statement to the district of anticipated participation of disabled veteran business enterprises in the contract. Prior to, and as a condition precedent for final payment under any contract for such project, the contractor shall provide appropriate documentation to the district identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the district can assess its success at meeting this goal.

"The SAB recommends bidders comply with the Good Faith Effort requirements by advertising at least 14 calendar days prior to bid opening. But if a bidder does not have 14 days to advertise for the purpose of the "Good Faith Effort", you must advertise for as many days as possible before the bid opening date."

Ref. [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus) page 13

REDLANDS UNIFIED SCHOOL DISTRICT

BID FORM 4-11  
Furniture, Filing, and Office Equipment Bid

BID CLOSING DATE: 2:00 P.M. 4/12/11.

AT THE PURCHASING OFFICE

20 W. Lugonia

REDLANDS, CA 92373

(909)307-5300 x252

TO: Purchasing Manager

1. Pursuant to and in compliance with the Instructions to Bidders, and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the bid and the conditions affecting the performance of the bid, hereby proposes and agrees to perform, within the time stipulated, everything required by the Agreement for the amount herein set forth.

2. It is understood that the Redlands Unified School District reserves the right to reject this bid as specified in the Instructions for Bidders and that this bid shall remain open and not be withdrawn for a period of sixty (60) days after bid opening.

3. Bidders must comply with the SAMPLE provisions of this bid and Paragraph 14 of the Instructions for Bidders:

NOTE: Samples of item being bid as an "or equal" must be submitted in accordance with the SAMPLE provision of this bid. Samples must be provided on or before bid opening or equals/alternates will not be considered. In the case of this bid NO SAMPLES are required.

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE OF AUTHORIZED AGENT OF FIRM: \_\_\_\_\_  
(SIGNATURE)

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

TELEPHONE AND FAX NO.: ( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
(PHONE) (FAX)

DATE: \_\_\_\_\_ PRICE BID F.O.B. REDLANDS, CA NET 30 DAYS

TERM, \_\_\_\_\_ % Discount of payment is made within \_\_\_\_\_ days after delivery and receipt of correct invoicing

WARRANTY: \_\_\_\_\_ DELIVERY DATE: \_\_\_\_\_

SPECIAL CONDITIONS  
Furniture & Equipment  
Bid 4-11

1. The purpose of the is bid is to purchase furniture and equipment (as needed) for various sites in the Redlands Unified School District over a five year period. This bid is to be in force for a renewable period of up to five years from date of award.
2. The District must be notified of any change in Manufacturer's List Pricing over this period within (10) ten days of any change.
3. Any exceptions to across the board discounts off of Manufacturer's Price List should be submitted with bid documents.
4. The District anticipates doing approximately \$250,000 worth of furniture at the following campuses during each year.

Arroyo Verde Elementary School  
Beattie Middle School  
Bryn Mawr Elementary School  
Crafton Elementary School  
Cram Elementary School  
Franklin Elementary School  
Highland Grove Elementary School  
Citrus Valley High School  
Judson Brown Elementary School  
Kimberly Elementary School  
Kingsbury Elementary School  
Lugonia Elementary School  
Mariposa Elementary School  
McKinley Elementary School  
Mentone Elementary School  
Mission Elementary School  
Smiley Elementary School  
Victoria Elementary School  
Clement Middle School  
Cope Middle School  
Moore Middle School  
Redlands High School  
Redlands East Valley High School  
Orangewood High School  
RISE  
Adult School  
District Office Facilities  
Service Center  
Transportation

5. The period of time that prices quoted herein shall remain in effect shall be for a minimum period of 360 days after bid award. Time extensions may be granted upon mutual consent of all parties involved within the conditions of this bid, but not to exceed a period of three years.

6. Bid prices are to include shipping, FOB Redlands Unified School District. When product is ordered delivered, assembled, and set in place, all shipping material is to be removed from site.
7. Delivery shall be made within 90 days after receipt of a purchase order, unless vendor has made arrangements for a longer delivery period. A penalty of \$2.00 per day per each \$1000 value for each calendar day may be assessed to the vendor for late delivery.
8. Twenty-four (24) hour notice shall be given to district representative listed or purchase order prior to any deliveries.
9. Attached is a list of the manufacturers on which we are asking for bids. Please complete the form, listing your percentage off manufacturer's list price for each manufacturer. Please also include the manufacturer's price list for each manufacturer bid.

VENDER NAME \_\_\_\_\_

**FURNITURE, FILING, AND OFFICE EQUIPMENT BID SHEET 4-11**

MANUFACTURER	VENDER AWARD	% OFF OF MANUFACTURERS PRICE LIST					Warranty
		<\$2500	<\$10,000ASIP	>\$2501 & <\$25,000 ASIP	>\$10,001 & <\$25,001 ASIP	>\$25,001 ASIP	
9 TO 5 SEATING	OES	60.00%	60.00%	60.00%	60.00%	60.00%	
A-1 VISUAL SYSTEMS	SCHOOL SPACE	40.00%	38.00%	40.00%	41.00%	41.00%	
ABCO	NB						
ABC SCHOOL EQUIPMENT	SCHOOL SPACE	32.00%	30.00%	32.00%	34.00%	34.00%	
ABM OFFICE SOLUTIONS	OES	55.00%	55.00%	55.00%	55.00%	55.00%	
AARIA OFFICE	OES	57.10%	54.10%	56.10%	57.10%	57.10%	
ACADEMIA CLASSROOM	HERTZ	66.00%	64.00%	66.00%	68.00%	68.00%	
ACCO	SCHOOL SPACE	40.00%	38.00%	40.00%	42.00%	42.00%	
ACERAY	DESERT BUSINESS INTERIORS	42.00%	38.00%	39.00%	40.00%	40.00%	5 yr
AGATI	NB						
AIS	NB						
ALERA	SCHOOL SPACE	59.00%	56.00%	57.00%	59.00%	59.00%	
ALL STEEL	NB						
ALLIED	NB						
ALLSEATING	OES			43.00%			
ALLSEATING	DESERT BUSINESS INTERIORS	44.00%	43.00%		45.00%	45.00%	10 yrs
ALLSTEEL	NB						
ALUNIMUM SEATING	SCHOOL SPACE	4.00%	3.00%	4.00%	5.00%	5.00%	
AMCO (SHELVING)	NB						
AMERICAN DESK	NB						
AMERICAN SEATING	DESERT BUSINESS INTERIORS	37.50%	36.00%	36.00%	39.00%	39.00%	
AMERIWOOD	NB						
AMNEON	SCHOOL SPACE	31.00%	30.00%	31.00%	32.00%	32.00%	
AMOTECK LUSA	NB						
AMTAB MANUFACTURING CORP	CONCEPTS	35.00%	35.00%	35.00%	35.00%	35.00%	
ANDERSON HICKEY	NB						
ANGELES GROUP	NB						
ANTHRO CORP	NB						
APEX	NB						
ARCADIA	CULVER NEWLIN	50.00%	50.00%	50.00%	50.00%	50.00%	10 YR
ARCCOM	NB						
ARTCO-BELL	CULVER NEWLIN	48.00%	48.00%	48.00%	48.00%	48.00%	15 YR

ASIP - ASSEMBLED SET IN PLACE



VENDER NAME \_\_\_\_\_

FURNITURE, FILING, AND OFFICE EQUIPMENT BID SHEET 4-11

<u>MANUFACTURER</u>	<u>VENDER AWARD</u>	<u>% OFF OF MANUFACTURERS PRICE LIST</u>					Warranty
		<\$2500	<\$10,000ASIP	>\$10,001 & <\$25,000 ASIP	>\$25,001 ASIP	>\$25,001 ASIP	
ART CONCEPTS	NB						
ART METAL PRODUCTS	NB						
ARTOPEX	CULVER NEWLIN	50.00%	50.00%	50.00%	50.00%	50.00%	10 YR
ART SPECIALITY	NB						
AURORA	CULVER NEWLIN	30.00%	30.00%	32.50%	32.50%	32.50%	5 YR
AVA	NB						
BALT	SCHOOL SPACE	48.00%					
BALT	SCHOOL SPECIALTY		44.80%	48.50%	48.20%	48.20%	
BASYX	SCHOOL SPACE	53.20%	53.20%	54.60%	55.70%	55.70%	
BAY CONCEPTS	CULVER NEWLIN	30.00%	32.00%	32.00%	32.00%	32.00%	5 YR
BERCO	DESERT BUSINESS INTERIORS	43.50%	42.00%	42.00%	44.00%	44.00%	30 YR
BEST METAL	SCHOOL SPACE	47.00%	45.00%	47.00%	49.50%	49.50%	
BEST-RITE	SCHOOL SPECIALTY	47.50%	44.80%	48.50%	48.20%	48.20%	
BEVIS CUSTOM FURNITURE	NB						
BIOFIT	CULVER NEWLIN	33.00%	33.00%	35.00%	35.00%	35.00%	13 YR
BISON	GREAT WESTERN	13.00%	13.00%	13.00%	13.00%	13.00%	
BODY BUILT SEATING	CULVER NEWLIN	50.00%	50.00%	50.00%	50.00%	50.00%	5 YR
BOLING	NB						
BORROUGHS	NB						
BOSS OFFICE PRODUCT	OES	57.10%	54.10%	56.10%	57.10%	57.10%	
BRANDRUD	NB						
BRAYTON	NB						
BRETFORD	SCHOOL SPACE	52.40%	51.60%	52.70%	53.10%	53.10%	
library	SCHOOL SPACE	52.40%	51.60%	52.70%	53.10%	53.10%	
basics	SCHOOL SPACE	52.40%	51.60%	52.70%	53.10%	53.10%	
BROADHEAD GARRETT	SCHOOL SPECIALTY	10.00%	10.00%	10.00%	10.00%	10.00%	ITEMS STARTING WITH 12
BROADART	NB						
BUCKSTAFF	NB						
BUSH INDUSTRIES	NB						
BUZZ	NB						
CACTUS MATS	NB						
CAMPBELL-RHEA	NB						

ASIP - ASSEMBLED SET IN PLACE

VENDER NAME \_\_\_\_\_

**FURNITURE, FILING, AND OFFICE EQUIPMENT BID SHEET 4-11**

MANUFACTURER	VENDER AWARD	% OFF OF MANUFACTURERS PRICE LIST					Warranty
		<\$2500	<\$10,000ASIP	>\$2501 & <\$25,000 ASIP	>\$10,001 & >\$25,001 ASIP	>\$25,001 ASIP	
CAN AM	CULVER NEWLIN	50.00%	51.00%	51.00%	51.00%	52.00%	5 YR
CAPITAL SEATING	CONCEPTS	53.00%	53.00%	53.00%	53.00%	53.00%	
CAROLINA	DESERT BUSINESS INTERIORS	38.00%	36.50%	36.50%	36.50%	39.00%	
CAROLINA HOUSE	CULVER NEWLIN	50.00%	50.00%	50.00%	50.00%	50.00%	10 YR
CARPETS FOR KIDS ECT	CULVER NEWLIN	20.00%	20.00%	20.00%	20.00%	20.00%	LIFETIME
CARTER'S METAL	OES	41.00%	39.00%	39.00%	39.00%	41.00%	
CATALINA CHAIR MFG	NB						
CH EQUIPMENT	CONCEPTS	41.00%	41.00%	41.00%	41.00%	41.00%	
CHAIR WORKS	NB						
CHERRYMAN	OES	62.50%	62.50%	62.50%	62.50%	62.50%	
CHIEF	SCHOOL SPACE	30.00%	37.00%	39.00%	39.00%	40.00%	
CHILDCRAFT	NB						
CLARIDGE	CULVER NEWLIN	50.00%	50.00%	50.00%	50.00%	50.00%	10 YR
CLARIN	SCHOOL SPACE	35.00%	31.00%	33.00%	33.00%	34.00%	
CLASSROOM SELECT	SCHOOL SPECIALTY	15.00%	5.00%	8.00%	8.00%	15.00%	
COASTER	NB						
COLUMBIA	SCHOOL SPACE	30.00%	30.00%	32.00%	32.00%	35.00%	
COMMUNITY	OES	49.10%	47.80%	49.10%	49.10%	49.90%	
COMPACT INTERNATIONAL	NB						
CONCENSYS	NB						
COPERNICUS	SCHOOL SPECIALTY	30.00%	26.00%	28.00%	28.00%	28.00%	
CORRELL	SCHOOL SPACE	47.90%	46.60%	47.60%	47.60%	48.00%	
CHROMCRAFT	CULVER NEWLIN	50.00%	50.00%	50.00%	50.00%	50.00%	12 YR
CONT.ENG./MICRO CENTRE	NB						
COURNCIL CRAFTSMEN	NB						
CRAFTSMAN	DESERT BUSINESS INTERIORS	42.50%	40.00%	40.00%	40.00%	45.00%	
CRAMER	NB						
CRC/MASTERCRAFT	NB						
CREATIVE OFFICE SEATING	NB						
CULVER NEWLIN	CULVER NEWLIN	NET	NET	NET	NET	NET	15 YR
DMI	CULVER NEWLIN	52.00%	54.00%	54.00%	54.00%	54.00%	LIFETIME
DANA LIGHTING	NB						

ASIP - ASSEMBLED SET IN PLACE

VENDER NAME \_\_\_\_\_

**FURNITURE, FILING, AND OFFICE EQUIPMENT BID SHEET 4-11**

<b>MANUFACTURER</b>	<b>VENDER AWARD</b>	<b>% OFF OF MANUFACTURERS PRICE LIST</b>					<b>Warranty</b>
		<b>&lt;\$2500</b>	<b>&lt;\$10,000ASIP</b>	<b>&gt;\$2501 &amp; &lt;\$25,000 ASIP</b>	<b>&gt;\$10,001 &amp; &gt;\$25,001 ASIP</b>		
DAR RAN	CULVER NEWLIN	50.00%	50.00%	50.00%	50.00%	10 YR	
DATUM	NB						
DAVIS	DESERT BUSINESS INTERIORS	33.50%	32.00%	32.00%	33.50%	5 YR	
DEBONAIR MFG	NB						
DESIGNTEX	NB						
DESK MAKERS	DESERT BUSINESS INTERIORS	54.25%	54.00%	54.00%	54.50%		
DIVERSIFIED WOOD	SCHOOL SPACE		41.10%	46.10%	48.60%		
DIVERSIFIED WOOD	SCHOOL SPECIALTY	48.50%					
DIVERSIFIED METAL	DIVERSIFIED METAL	3.40%	6.00%	7.00%	7.00%	NOT ASIP	
DOUGLAS SPORTING GOODS	GREAT WESTERN	13.00%	13.00%	13.00%	13.00%		
DRAPER	SCHOOL SPACE	10.00%	12.00%	14.00%	16.00%		
DRAPER SHADE AND SCREEN	SCHOOL SPACE	10.00%	12.00%	14.00%	16.00%		
ECD	SCHOOL SPACE	58.60%	56.40%	56.90%	58.90%		
EDC	NB						
E.D.I	NB						
EGAN	NB						
EOC	NB						
E.R.G	NB						
EARLY CHILDHOOD RESOURCES CONCEPTS		40.00%	40.00%	40.00%	40.00%		
ECK ADAMS	NB						
EDER FLAG	GREAT WESTERN	10.00%	10.00%	10.00%	10.00%		
EQUIPMENT DISTRIBUTORS	NB						
ENCORE	CULVER NEWLIN	41.00%	43.00%	45.00%	45.00%	5 YR	
ERGOCRAFT OFFICE FURNITURE CONCEPTS	CONCEPTS	63.50%	63.50%	63.50%	63.50%		
ERGO CONCEPTS	SCHOOL SPACE	50.00%	48.00%	49.00%	50.20%		
ESI	CONCEPTS	40.00%	40.00%	40.00%	40.00%		
ESTEY LIBRARY	NB						
EUROTECH CHAIRS	SCHOOL SPACE	59.00%	56.00%	57.80%	59.10%		
EUROTECH CHAIRS	SCHOOL SPECIALTY						
EXECUTIVE FURN.	NB						
F.D.L./LTD.	NB						
FAUSTINO'S CASEWORK	CONCEPTS	59.50%	59.50%	59.50%	59.50%		

ASIP - ASSEMBLED SET IN PLACE

VENDER NAME \_\_\_\_\_

**FURNITURE, FILING, AND OFFICE EQUIPMENT BID SHEET 4-11**

MANUFACTURER	VENDER AWARD	% OFF OF MANUFACTURERS PRICE LIST				
		<\$2500	<\$10,000 ASIP	>\$10,001 & <\$25,000 ASIP	>\$25,001 ASIP	Warranty
FAUSTINO'S OTHER THAN CASEWORK	OES	54.30%	54.30%	54.10%	54.10%	10 YR
FIREKING	CULVER NEWLIN	50.00%	50.00%	50.00%	50.00%	10 YR
FIRST OFFICE	OES	46.00%	43.00%	43.00%	46.00%	12 YR
FIRST OFFICE	DESERT BUSINESS INTERIORS					
FIXTURES	CULVER NEWLIN	50.00%	50.00%	50.00%	50.00%	1 YR, 3 YR, 5 YR, 10 YR
FLAGSHIP	SCHOOL SPACE	5.00%	4.00%	5.00%	10.00%	
FLEETWOOD	SCHOOL SPACE	38.60%	36.60%	37.60%	38.60%	
classroom furniture	SCHOOL SPACE	38.60%	36.60%	37.60%	38.60%	
library collection	SCHOOL SPACE	38.60%	36.60%	37.60%	38.60%	
illusions	SCHOOL SPACE	38.60%	36.60%	37.60%	38.60%	
harmony collection	SCHOOL SPACE	38.60%	36.60%	37.60%	38.60%	
FONTANA ENTERPRISES	SCHOOL SPACE	38.60%	36.60%	37.60%	38.60%	
FREY SCIENTIFIC	OES	46.00%	45.00%	45.00%	46.00%	
FRIANT	NB					
FULMARQUE	DESERT BUSINESS INTERIORS	65.00%	64.00%	65.00%	67.50%	
FUSION SITE FURNISHING	NB					
GAMETIME	GREAT WESTERN	10.00%	10.00%	10.00%	10.00%	
GBC	GREAT WESTERN*					
GALAXY FURNITURE	NB	50.00%	50.00%	50.00%	50.00%	
GEN2	OES					
GEORGIA CHAIR	NB	30.00%		28.00%	28.00%	
GEORGIA CHAIR	SCHOOL SPECIALTY					
GHEINT MANUFACTURING	CULVER NEWLIN		26.40%	28.00%	28.00%	
GLOBAL EVOLVE	SCHOOL SPACE	45.00%	44.00%	46.00%	48.00%	
GLOBAL INC	OES	55.40%	54.20%	55.30%	55.40%	
GLOBAL INC	OES		54.20%			
GLOBE	DESERT BUSINESS INTERIORS	57.00%		57.70%	57.70%	LIFETIME
GRAND STAND	NB					
GRESSCO LTD.	OES	52.50%	52.50%	52.50%	52.50%	
GT GRANDSTANDS	SCHOOL SPACE	16.00%	12.00%	14.00%	16.40%	
GUNLOCK	GREAT WESTERN	12.00%	12.00%	12.00%	12.00%	
	NB					

NON RESPONSIVE. US COMMUNITIES PRICING OFFERED

ASIP - ASSEMBLED SET IN PLACE

VENDER NAME \_\_\_\_\_

FURNITURE, FILING, AND OFFICE EQUIPMENT BID SHEET 4-11

<u>MANUFACTURER</u>	<u>VENDER AWARD</u>	<u>% OFF OF MANUFACTURERS PRICE LIST</u>				Warranty
		<\$2500	>\$2501 & <\$10,000ASIP	>\$10,001 & <\$25,000 ASIP	>\$25,001 ASIP	
H WILSON	NB					
HBF CASEGOODS	DESERT BUSINESS INTERIORS					
HADRIAN	NB					
HALE	NB					
HAMILTON SORTER	NB					
HAMILTON	NB					
HANN	NB					
HASKELL	NB					
HAWORTH	NB					
unigroup	NB					
seating	NB					
smed walls	NB					
haworth nexus flooring	NB					
HIGHMARK	OES	50.40%	49.40%	49.40%	50.40%	
HIGH POINT	SCHOOL SPACE	55.00%	54.10%	56.70%	57.00%	
HIGHSMITH	NB					
HOLGA	NB					
HOLLBROOK	NB					
HON	SCHOOL SPACE				56.95%	
HON	OES	58.80%	57.00%	57.00%		
HORIZON SEATING	SCHOOL SPECIALTY	48.80%	42.80%	45.80%	45.80%	
HOWELL WAKEFIELD	NB					
HUMANSKALE	OES	51.10%	46.20%	51.10%	51.10%	
IDEA@WORK	OES	54.50%	51.10%	51.10%	55.50%	
IDEON	NB					
IFC	NB					
IFS	SCHOOL SPACE	49.00%	53.00%	55.00%	56.00%	
INDIANA DESK	CULVER NEWLIN	50.00%	50.00%	50.00%	50.00%	10 YR
INNERSPACE	NB					
INTEGRA	NB					
INTERIOR CONCEPTS	SCHOOL SPECIALTY	41.00%	37.00%	38.00%	38.00%	
INTERIOR SYSTEMS	SCHOOL SPECIALTY	30.00%	26.00%	28.00%	28.00%	

ASIP - ASSEMBLED SET IN PLACE

VENDER NAME \_\_\_\_\_

**FURNITURE, FILING, AND OFFICE EQUIPMENT BID SHEET 4-11**

<u>MANUFACTURER</u>	<u>VENDER AWARD</u>	<u>% OFF OF MANUFACTURERS PRICE LIST</u>					Warranty
		<\$2500	<\$10,000 ASIP	>\$10,001 & <\$25,000 ASIP	>\$25,001 ASIP		
INVINCIBLE	NB						
INWOOD	CULVER NEWLIN	50.00%	50.00%	50.00%	50.00%		10 YR
IRONWOOD	SCHOOL SPECIALTY	30.00%	26.00%	28.00%	28.00%		
IRWIN SEATING	NB						
IZZY	DESERT BUSINESS INTERIORS	39.00%	37.50%	37.50%	40.00%		
JSI/COMMUNITY	OES	49.80%	49.80%	49.80%	49.90%		
JAMES EDWARDS	OES	55.00%	55.00%	55.00%	55.00%		
JASPER CHAIR	CONCEPTS	45.00%	45.00%	45.00%	45.00%		
JASPER LIBRARY GROUP	SCHOOL SPACE	47.80%	45.90%	48.20%	49.20%		
JOFCO	NB						
JONTI-CRAFT	CULVER NEWLIN		29.00%				
JONTI-CRAFT	SCHOOL SPACE	33.60%		29.65%	34.20%		
K & K	NB						
KAY PARK	GREAT WESTERN	13.00%	13.00%	13.00%	13.00%		
KENCOAT	NB						
KFI SEATING	OES		52.00%	54.00%	54.00%		
KFI SEATING	SCHOOL SPECIALTY	58.00%					
KI	CULVER NEWLIN	50.00%	50.00%	50.00%	50.00%		15/10/5/3/1 YR
KINGS RIVER CASTINGS	GREAT WESTERN	13.00%	13.00%	13.00%	13.00%		
KNOLL (DOES NOT INC. PARTS)	DESERT BUSINESS INTERIORS*	40.00%	40.00%	40.00%	40.00%		
KODIAK	NB						
KOHBURG INC	NB						
KOMFORT	NB						
KORDEN	OES	46.80%	46.80%	46.80%	46.80%		
KORDON FIRE PROOF FILES	OES	41.50%	42.50%	42.50%	41.50%		
KRUEGER	NB						
KWIK-FILE	OFFICE DEPOT	40.00%	35.00%	35.00%	35.00%		
LA CASSE	NB						
LA STEELCRAFT	GREAT WESTERN	13.00%	13.00%	13.00%	13.00%		
FIBERGLASS		13.00%	13.00%	13.00%	13.00%		
UMBRELLA		13.00%	13.00%	13.00%	13.00%		
EXPANDED		13.00%	13.00%	13.00%	13.00%		

ASIP - ASSEMBLED SET IN PLACE

VENDER NAME: \_\_\_\_\_

**FURNITURE, FILING, AND OFFICE EQUIPMENT BID SHEET 4-11**

<b>MANUFACTURER</b>	<b>VENDER AWARD</b>	<b>% OFF OF MANUFACTURERS PRICE LIST</b>					<b>Warranty</b>
		<b>&lt;\$2500</b>	<b>&lt;\$10,000ASIP</b>	<b>&lt;\$25,000 ASIP</b>	<b>&gt;\$10,001 &amp; &gt;\$25,001 ASIP</b>		
ALUM		13.00%	13.00%	13.00%	13.00%	13.00%	
WOOD		13.00%	13.00%	13.00%	13.00%	13.00%	
REMAINING		13.00%	13.00%	13.00%	13.00%	13.00%	
LA Z BOY		56.00%	56.00%	56.00%	56.00%	56.00%	LIMITED LIFETIME
LANDSCAPE FORMS	CULVER NEWLIN						
LANE TABLE	NB						
LEISURE CRAFT	NB						
LEONARD PETERSON	CONCEPTS						
LESRO INDUSTRIES	NB						
LESRO INDUSTRIES	SCHOOL SPACE					52.50%	
LIBRARY BUREAU	SCHOOL SPECIALTY						
LITE SOURCE INC	NB	54.00%	50.00%	51.50%			
LITE INDUSTRIES	NB						
LOWENSTEIN	NB						
LSI	DESERT BUSINESS INTERIORS	38.00%	36.50%	36.50%		39.00%	
LUXOR	NB						
LYON METAL	SCHOOL SPACE	36.20%	29.50%	30.50%		35.00%	
LYON WORKSPACE PRODUCTS	SCHOOL SPACE	33.80%	32.20%	33.70%		34.60%	
MDF	SCHOOL SPACE	33.80%	32.20%	33.70%		34.60%	
MACO MFG	GREAT WESTERN	7.00%	7.00%	7.00%		7.00%	
MAHAR	CONCEPTS	30.00%	30.00%	30.00%		30.00%	
MAHARAM FABRICS	SCHOOL SPACE	15.00%	10.00%	12.00%		15.00%	
MARSH	NB						
MARTIN	NB						
MARVEL	CULVER NEWLIN	50.00%	50.00%	50.00%		50.00%	10 YR
MAVERICK DESK MFG	NB						
MAVERICK DESK MFG	SCHOOL SPACE	61.90%				62.00%	
MAXON	OES	56.10%	61.40%	61.60%			
	OES		56.50%	56.50%		56.10%	
MAYLINE							
MCDOWELL-CRAIG	CULVER NEWLIN	50.00%	50.00%	50.00%		50.00%	LIMITED LIFETIME 10- 5 YR
MEDIA TECHNOLOGY	SCHOOL SPACE	43.00%	42.00%	43.00%		44.00%	
	SCHOOL SPECIALTY	45.00%	40.00%	40.00%		45.00%	

ASIP - ASSEMBLED SET IN PLACE

VENDER NAME \_\_\_\_\_

**FURNITURE, FILING, AND OFFICE EQUIPMENT BID SHEET 4-11**

<u>MANUFACTURER</u>	<u>VENDER AWARD</u>	<u>% OFF OF MANUFACTURERS PRICE LIST</u>				Warranty
		<\$2500	>\$2501 & <\$10,000ASIP	>\$10,001 & <\$25,000 ASIP	>\$25,001 ASIP	
MICROCENTER	NB					
MICROCOMPUTER ACCESSORIES	NB					
MIDWEST FOLDING PRODUCTS	CULVER NEWLIN					
MITCHELL	NB					
MITTY-LITE	SCHOOL SPACE					
MODUFORM	NB	20.00%	25.00%	25.00%	25.00%	15 YR
MOHON	NB	39.70%	36.70%	39.70%	42.70%	
MOMENTUM	NB					
N-VISION	NB					
N WALL	SCHOOL SPACE	12.00%	10.00%	12.00%	15.00%	
NATIONAL OFFICE	OFFICE DEPOT	48.00%	43.00%	43.00%	43.00%	
NATIONAL PUBLIC SEATING	SCHOOL SPACE	53.60%	50.90%	52.90%	53.70%	
NATIONAL SCHOOL LINES	NB					
NEMSCHOFF	NB					
NEUTRAL POSTURE	OES	50.00%	50.00%	50.00%	50.00%	5 YR
NIGHTINGALE	CULVER NEWLIN	50.00%	50.00%	50.00%	50.00%	
NORCO	NB					
NOVA	NB					
NUCRAFT	DESERT BUSINESS INTERIORS	38.50%	35.00%	35.00%	39.50%	
NU ERGONOMICS	DESERT BUSINESS INTERIORS	40.00%	35.00%	35.00%	40.00%	
OFM	SCHOOL SPACE	63.20%	62.28%	63.35%	63.90%	
OFS	DESERT BUSINESS INTERIORS	44.00%	42.50%	42.50%	45.00%	
OKLAHOMA SOUND CORP	SCHOOL SPACE	52.00%	49.60%	51.80%	52.40%	
OAKWOOD LIBRARY	NB					
OFFICE CHAIRS INC	OES	52.00%	52.00%	54.00%	55.00%	
OFFICE CHAIRS MFG	NB					
OFFICE MASTER	CONCEPTS	60.00%	60.00%	60.00%	60.00%	
OFFICE SOURCE	NB					
OFFICE STAR	CONCEPTS	60.00%	60.00%	60.00%	60.00%	
OFFICES TO GO	HERTZ	58.00%				
OFFICES TO GO	OES		57.00%	57.00%		
OFFICES TO GO	SCHOOL SPACE				59.00%	

ASIP - ASSEMBLED SET IN PLACE



VENDER NAME: \_\_\_\_\_

**FURNITURE, FILING, AND OFFICE EQUIPMENT BID SHEET 4-11**

<b>MANUFACTURER</b>	<b>VENDER AWARD</b>	<b>% OFF OF MANUFACTURERS PRICE LIST</b>					<b>Warranty</b>
		<b>&lt;\$2500</b>	<b>&lt;\$10,000ASIP</b>	<b>&gt;\$2501 &amp; &lt;\$10,000ASIP</b>	<b>&gt;\$10,001 &amp; &lt;\$25,000 ASIP</b>	<b>&gt;\$25,001 ASIP</b>	
ORNA-METAL	NB						
P.W. ATHLETIC tables & benches	NB						
PALLAS TEXTILES	NB						
PALMER-HAMILTON	SCHOOL SPACE	47.00%	45.30%	46.80%	47.10%		
PAOLI	OES	21.00%	17.00%	19.00%	20.00%		
PARAGON	NB						
PARALAX ENG DATA PROD	NB						
PATRICIAN	NB						
PENCO	SCHOOL SPECIALTY	28.00%	25.00%	26.00%	26.00%		
PEPCO	NB						
PETER PEPPER PRODUCTS	CULVER NEWLIN	40.00%	40.00%	40.00%	40.00%		2 YR
PHONEIX FIRE FILES	SCHOOL SPACE	30.00%	28.00%	30.00%	32.00%		
PIONEER FURNITURE CATALOG	NB						
PLANKHOLD	NB						
PLATINURN SYSTEMS	NB						
PLANTO FURN	NB						
QUARTET	NB						
QUICK CRETE PRODUCTS CORP	NB						
RCR	NB						
RJLA MFG	NB						
RSI	NB						
RAMCO	NB						
THE RAYNOR GROUP	SCHOOL SPACE			45.00%	47.00%		
THE RAYNOR GROUP	OFFICE DEPOT		44.00%				
REGAL PLASTICS	NB	49.00%					
REIMERS	OFFICE DEPOT	49.00%	44.00%	44.00%	44.00%		
REPUBLIC	SCHOOL SPECIALTY	48.00%	40.00%	41.00%	41.00%		
RESILIENT FURNITURE	NB						
RICHARDS-WILCOX	NB						
RIDDER CABINET	NB						
RIGHT ANGLE (NON ERGO)	SCHOOL SPACE	46.50%			46.50%		
RIGHT ANGLE (ERGONOMICS ONLY)	OFFICE DEPOT	51.00%	46.00%	46.00%	46.00%		

ASIP - ASSEMBLED SET IN PLACE

VENDER NAME \_\_\_\_\_

**FURNITURE, FILING, AND OFFICE EQUIPMENT BID SHEET 4-11**

<b><u>MANUFACTURER</u></b>	<b><u>VENDER AWARD</u></b>	<b><u>% OFF OF MANUFACTURERS PRICE LIST</u></b>				<b>Warranty</b>
		<\$2500	<\$10,000ASIP 45.00%	>\$2501 & <\$25,000 ASIP 45.00%	>\$10,001 & >\$25,001 ASIP	
RIGHT ANGLE (NON ERGO)	CONCEPTS					
ROSENBAUM FINE ART	NB					
ROYAL SEATING	SCHOOL SPACE	56.00%	53.00%	55.10%	56.20%	
group 1-5	SCHOOL SPACE	56.00%	53.00%	55.10%	56.20%	
group 6	SCHOOL SPACE	56.00%	53.00%	55.10%	56.20%	
group 7-8	SCHOOL SPACE	56.00%	53.00%	55.10%	56.20%	
RUBBERMAID CHAIRMATS	NB					
SCM	SCHOOL SPACE	1.00%	LIST +4	LIST +1	1.00%	
S P RICHARDS	OES	21.00%	21.00%	21.00%	21.00%	
SAFECO SEATING	OES	41.00%	41.00%	41.00%	40.00%	
SAFECO EXCEPT SEATING	SCHOOL SPACE	42.00%	41.00%	41.50%	42.00%	
SANDUSKY LEE	CULVER NEWLIN		50.00%	50.00%	50.00%	10 yr
SANDUSKY LEE	SCHOOL SPECIALTY	52.00%				
SAUDER WOODWORKING	NB					
SCREENFLEX STANDARD	SCHOOL SPACE	50.00%	45.20%	45.20%	46.00%	
SCREENFLEX COMMERCIAL	SCHOOL SPECIALTY	49.00%	45.20%	45.20%	46.00%	
SCHOLARCRAFT-Accolade	CONCEPTS	50.00%	50.00%	50.00%	50.00%	
SCHOLARCRAFT-ALL OTHERS	CONCEPTS	48.00%	48.00%	48.00%	48.00%	
SCHOLARCRAFT-OVATION ONLY	CONCEPTS	60.00%	60.00%	60.00%	60.00%	
SCHOOL CONCEPTS FURNITURE NB						
SCHOOL HOUSE	SCHOOL SPACE	35.00%	35.00%	36.00%	37.00%	
SCHOOL SPACE SOLUTIONS CATALOG	SCHOOL SPACE	20.00%	15.00%	15.00%	20.00%	
SCHWAB	OES	47.00%	47.00%	49.00%	48.00%	
SCHAIN SHOP-BILT	SCHOOL SPACE	35.00%	35.00%	37.00%	39.00%	
SCHOOL SPECIALTY CATALOG	SCHOOL SPECIALTY - FURNITURE ONLY	15.00%	5.00%	8.00%	12.00%	
SCM	SCHOOL SPACE	1.00%	LIST +4	LIST +1	1.00%	
SEALY	SCHOOL SPACE	15.00%	15.00%	17.00%	21.00%	
SENTRY GROUP	NB					
SICO	SCHOOL SPACE	21.00%	17.50%	19.00%	24.50%	
SIMPLICITY	NB					
SIRCO	NB					
SISNEROS	SCHOOL SPACE	62.90%	63.90%	65.90%	67.90%	

ASIP - ASSEMBLED SET IN PLACE

VENDER NAME: \_\_\_\_\_

**FURNITURE, FILING, AND OFFICE EQUIPMENT BID SHEET 4-11**

<b><u>MANUFACTURER</u></b>	<b><u>VENDER AWARD</u></b>	<b><u>% OFF OF MANUFACTURERS PRICE LIST</u></b>				
		<b>&lt;\$2500</b>	<b>&lt;\$10,000 ASIP</b>	<b>&gt;\$2501 &amp; &lt;\$25,000 ASIP</b>	<b>&gt;\$10,001 &amp; &lt;\$25,001 ASIP</b>	<b>Warranty</b>
SIT ON IT SEATING	OES	52.50%	50.00%	52.50%	52.50%	
SITMATIC	OES	37.00%	33.50%	34.60%	36.50%	
SITWELL	DESERT BUSINESS INTERIORS	42.50%	40.00%	40.00%	44.00%	
SKILLED MODULAR OFFICE	NB					
SMART TECHNOLOGIES	NB					
SMEAD	NB					
SMITH SYSTEMS	SCHOOL SPACE	53.20%	53.20%	53.50%	54.00%	
SOLUTIONS	NB					
SOUTHERN ALUMINUM	NB					
SP RICHARD	NB					
SPORTS PLAY	GREAT WESTERN	15.00%	15.00%	15.00%	15.00%	
STETZEL & ASSOC	NB					
STUART CLARK	NB					
STEVENS INDUSTRIES	SCHOOL SPACE	20.00%	20.00%	25.00%	29.00%	
STYLEX	NB					
SUPERIOR CHAIR	NB					
SURFACE TECH	NB					
SYNSOR	NB					
SYSTMATIX	NB					
TANDUS	NB					
TAYCO	OES	39.00%	36.00%	38.00%	39.00%	
TEC	SCHOOL SPACE	40.00%	38.00%	40.00%	42.00%	
TELLUS	NB					
TENEX	NB					
TENNSCO	NB					
TESCO	SCHOOL SPECIALTY	38.00%	35.00%	35.00%	36.00%	
TEKNION	NB					
TEXWOOD	SCHOOL SPACE	53.00%	50.00%	52.00%	54.00%	
(TEXWOOD) INDECO	NB					
THONET	NB					
TIFFANY FURNITURE CO	OFFICE DEPOT	40.00%	35.00%	35.00%	35.00%	
TODDLER TABLES	NB					

ASIP - ASSEMBLED SET IN PLACE

VENDER NAME \_\_\_\_\_

**FURNITURE, FILING, AND OFFICE EQUIPMENT BID SHEET 4-11**

MANUFACTURER	VENDER AWARD	% OFF OF MANUFACTURERS PRICE LIST					Warranty
		<\$2500	<\$10,000ASIP	>\$2501 & <\$25,000 ASIP	>\$10,001 & >\$25,001 ASIP		
TOMES OF CALIFORNIA	NB						
TOTMATE	SCHOOL SPACE						
TRACK SEATING	NB						
TRENDWAY SEATING ONLY	OFFICE DEPOT						
TRENDWAY PRODUCT ONLY	OFFICE DEPOT						
TRIAD GROUP	OES						
TRINITY OFFICE FURN	OES						
TROPITONE	NB						
ULINE INC	NB						
ULTRA PLAY	GREAT WESTERN						
ULTRASITE... SEE WEBCOAT	GREAT WESTERN						
U.O.F.	NB						
USA Capitol	CONCEPTS						
UNITED CHAIR	OES						
UNITED DESK	CONCEPTS						
UNITED STATIONERS	SCHOOL SPACE						
UNITED UPHOLSTERY	NB						
VS	SCHOOL SPACE						
V W R MOMENTUM TEXTILES	NB						
VALIENT	NB						
VECTA	NB						
VERTIFLEX CO	NB						
VIA INC	CULVER NEWLIN						
VILLAGEOIS	NB						
VIRCO TAILGATE DELIVERY	VIRCO*						
VIRCO \$2500 TO \$7499	VIRCO						
VIRCO \$7500 TO \$14,999	VIRCO						
VIRCO \$15,000 TO \$29,000	VIRCO						
VIRCO \$30,000 TO \$99,000	VIRCO						
VIRCO > \$100,000	VIRCO						
VISU-FLEX	NB						
VOGEL PETERSON	NB						

ASIP - ASSEMBLED SET IN PLACE

VENDER NAME \_\_\_\_\_

FURNITURE, FILING, AND OFFICE EQUIPMENT BID SHEET 4-11

<u>MANUFACTURER</u>	<u>VENDER AWARD</u>	<u>% OFF OF MANUFACTURERS PRICE LIST</u>					Warranty
		<\$2500	>\$2501 & <\$10,000ASIP	>\$10,001 & <\$25,000 ASIP	>\$25,001 ASIP		
W.B.S. SHELIVING	NB						
WABASH VALLEY	NB						
WADDELL	NB						
WEBCOAT OUTDOOR FURNITURE	GREAT WESTERN						
WEST COAST INDUSTRIES	DESERT BUSINESS INTERIORS	13.00%	13.00%	13.00%	13.00%	13.00%	1 yr
WESTERN PACIFIC	NB	35.00%	35.00%	35.00%	37.50%	37.50%	
WHITEHALL FURNITURE	OFFICE DEPOT	47.00%	42.00%	42.00%	42.00%	42.00%	
WHOLESALE FURNITURE	NB						
WILSONSTAK	NB						
WINDSOR ART PRODUCTS	NB						
WORKPLACE	NB						
WOOD CRAFT	NB						
WOOD DESIGNS	HERTZ	21.00%	15.00%	17.00%	19.00%	19.00%	
WORKRITE	OES	43.00%	40.00%	40.30%			
WORKRITE	CONCEPTS						
WORKRITE	CULVER NEWLIN						
WOW	SCHOOL SPACE	1.00%	1.50%	2.00%	42.00%	42.00%	
ZOOM	OES	49.00%	50.20%	51.20%	52.20%	52.20%	

ASIP - ASSEMBLED SET IN PLACE

Capistrano Unified School District

Audio Visual Equipment  
Bid No. 1112-01

Bid Opening  
Wednesday June 1, 2011, 11:00 a.m.

Bid Summary

Item No.	Equipment	AVID	AVES Audio	B & H Photo	Barrett Robinson	California Western	Camcor	CCS Present	Compview	D & D	Digital Networks	Golden Star Tech	HP	Long's Electronics	MNJ Tech	Renaissance Learning	Troxell	Valiant	WB Hunt	Ward's Media
<b>CAMCORDER</b>																				
1	Canon FS300 Flash Memory	No Bid			No Bid	No Bid		No Bid		No Bid	No Bid	<u>\$ 171.69</u>	\$ 283.15				No Bid	No Bid		No Bid
	Canon FS400		\$ 270.00	\$ 258.00		No Bid	\$ 242.15		\$ 278.50					\$ 295.56	\$ 289.68		\$ 252.72	No Bid	\$ 252.00	No Bid
2	Sony HDR-XR150 120GB HDD Handycam	No Bid			No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	\$ 503.99	<u>\$ 451.58</u>	No Bid				No Bid		No Bid
	Sony HDR-XR160		\$ 527.00	\$ 489.00		No Bid	\$ 467.95								\$ 534.28		\$ 518.89	No Bid	\$ 478.00	No Bid
3	Pure Digital Technologies Flip Mino HD 60 Minute (blk) FLIP M3160B	No Bid	No Bid		No Bid	No Bid	\$ 121.91	No Bid	No Bid	No Bid	No Bid	\$ 133.89	<u>\$ 93.67</u>	No Bid	\$ 118.35			No Bid	\$ 133.00	No Bid
	Flip Video U32120B, New Model			\$ 99.99																
4	Sony DCR-DVD650 DVD Handycam	No Bid	No Bid	<u>\$ 219.00</u>	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 268.84	\$ 336.79	No Bid	\$ 297.93		\$ 158.66	No Bid	No Bid	No Bid
5	Kodak Z8 Pocket Video Camera	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	<u>\$ 121.20</u>	\$ 135.79	No Bid			No Bid	No Bid		No Bid
	Kodak Z10			\$ 153.00																
	Kodak Zxi						\$ 132.75								\$ 152.62					
	Kodak PlaySport Zx5																			
	Kodak Playtouch Video Camera 8296857																		\$ 163.00	
<b>CAMERAS</b>																				
6	Canon PowerShot A3000 IS Digital Camera	No Bid			No Bid	No Bid		No Bid		No Bid	No Bid	<u>\$ 89.89</u>	\$ 149.45		\$ 140.35			No Bid		No Bid
	Canon A 2200		\$ 136.00	\$ 124.90			\$ 129.49		\$ 169.62					\$ 180.00			\$ 173.18		\$ 165.00	
	A3300 IS																			
	Canon PSA3300IS, New Model																			
	Canon PowerShot SX130 IS Digital Camera (black)	No Bid		\$ 205.90	No Bid	No Bid	\$ 211.56	No Bid	\$ 217.78	No Bid	No Bid	<u>\$ 201.95</u>	\$ 207.37	No Bid	\$ 215.60		\$ 285.31	No Bid	\$ 212.00	No Bid
	Canon SX 130IS white available		\$ 221.00																	
	Canon PowerShot SD1400 IS Digital ELPH (silver)	No Bid			No Bid	No Bid		No Bid		No Bid	No Bid	<u>\$ 191.85</u>	\$ 198.94		\$ 194.89		\$ 221.40	No Bid		No Bid
	Canon ELPH 300HS (silver)		\$ 234.00	\$ 139.90										\$ 250.00						
	Canon SD 1300						\$ 182.47												\$ 184.00	
	Canon ELPH 100 HS								\$ 235.58											
9	Canon ELPH-300-HS																			
	Canon EOS Rebel XS SLR Digital Camera w/18-55mm IS Lens Kit	No Bid		\$ 489.00	No Bid	No Bid		No Bid		No Bid	No Bid	<u>\$ 483.79</u>	\$ 711.47				No Bid	No Bid		No Bid
	Canon EOS Rebel T3Kit with EF-S 18-55mm Zoom #5157B002		\$ 545.00						\$ 564.34					\$ 599.00	\$ 558.52				\$ 566.00	
	Canon Rebel T3 w/18-55						\$ 551.81													
10	Nikon D3000 SLR Digital Camera w/18-55mm VR Lens	No Bid	No Bid	<u>\$ 459.90</u>	No Bid	No Bid	\$ 464.12	No Bid	No Bid	No Bid	No Bid	\$ 478.37	\$ 648.10	No Bid	No Bid		No Bid	No Bid	\$ 472.00	No Bid
11	Nikon D5000 Digital SLR Camera Kit w/18-55mm VR Lens		No Bid		No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	<u>\$ 784.77</u>		No Bid	No Bid			No Bid		No Bid
	Nikon D5100 w/18-55			\$ 869.90			\$ 825.63												\$ 849.00	No Bid
12	Sony DCS-S2100 Digital Camera (silver)	No Bid			No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	<u>\$ 82.35</u>	\$ 231.47	No Bid				No Bid		No Bid
	Sony DSC-W310			\$ 104.95																
	Sony DSC-W510		\$ 114.00				\$ 102.26												\$ 105.00	

## Capistrano Unified School District

Audio Visual Equipment  
Bid No. 1112-01

**Bid Opening**  
**Wednesday June 1, 2011, 11:00 a.m.**

**Bid Summary**

Item No.	Equipment	AVID	AVES Audio	B & H Photo	Barrett Robinson	California Western	Camcor	CCS Present	Compview	D & D	Digital Networks	Golden Star Tech	HP	Long's Electronics	MNJ Tech	Renaissance Learning	Troxell	Valiant	WB Hunt	Ward's Media
	Sony DSC-H70/B																			
	Sony DSC-H70R, New Model																			
	<b>CARTS - AV/PROJECTOR</b>																			
13	Bretford A2642E Adjustable AV Cart w/3 Shelves and 2-Outlet Electrical Unit (black)	No Bid	No Bid			No Bid	\$ 131.60		\$ 187.28		No Bid	\$ 135.96	\$ 112.63	<u>\$ 103.99</u>	\$ 147.16	No Bid	\$ 136.88		\$ 176.40	\$ 159.00
	Luxor AVS42			\$ 108.00																
	Dalite AV2 42JE, Stand W/4" casters																			
	elec assy pkg				\$ 215.00															
	Bretford A2642E						\$ 324.00			\$ 142.00										
	Buhl HA4226E w/4outlet surge protected power center																			
14	Luxor LP26E 26" Plastic Table	No Bid	No Bid	\$ 70.00	No Bid	No Bid	\$ 68.51	\$ 76.00	<u>\$ 59.13</u>		No Bid	\$ 89.01	\$ 68.37	\$ 115.61	\$ 69.38	No Bid	\$ 70.84	<u>\$ 89.90</u>	\$ 124.85	No Bid
	Bretford BPDUO-E4									\$ 130.00										
	Buhl PC1642E																	\$ 64.00		
15	Luxor LE26C 26" EnduraCart w/Storage Cabinet and 3 Surge protected outlets Black/Gray	No Bid	No Bid		No Bid	No Bid	\$ 142.08	\$ 162.00			No Bid	\$ 213.60	\$ 166.79	\$ 200.24	<u>\$ 144.31</u>	No Bid	\$ 147.35	No Bid	\$ 271.00	No Bid
	Luxor LP26CE			\$ 317.00					<u>\$ 124.22</u>											
	Bretford CA2642E									\$ 203.00										
	<b>CARTS-FLAT PANEL TV</b>																			
16	Bretford TC35CFE-BK Flat Panel Adjustable Height Cart w/4-Outlet Electrical Unit (blk)	No Bid	No Bid	No Bid	No Bid		\$ 598.90	\$ 926.00	\$ 702.28	\$ 553.00	\$ 739.51	\$ 518.85	\$ 536.44	\$ 772.50	<u>\$ 511.80</u>	No Bid	\$ 533.47	No Bid	\$ 713.00	\$ 649.00
	Dalite 8325 MM8C-42FS					\$ 846.46					No Bid	\$ 670.66	No Bid		\$ 450.38	No Bid	\$ 456.71	No Bid	<u>\$ 359.00</u>	No Bid
17	Luxor LE40CWTUD	No Bid	No Bid			No Bid	\$ 439.94	\$ 560.00												
	Luxor LE40CWTUD-B			\$1,035.00					\$ 406.83											
	Dalite MM8C-42FS single monitor VC				\$ 934.80					\$ 536.00										
	Bretford FPBBUL C32-E4BK																			
	<b>CASSETTE RECORDERS/PLAYERS</b>																			
18	Califone 1300AV-Budget	No Bid		No Bid	No Bid	No Bid	\$ 32.86	No Bid		No Bid	No Bid	\$ 38.83	<u>\$ 31.58</u>	\$ 38.99	<u>\$ 30.31</u>	No Bid			\$ 48.00	No Bid
	Soon to be replaced by CAS1500	\$ 33.00							\$ 38.17									\$ 32.54		
	Hamilton HA802																			
19	Califone 3432AV	No Bid		No Bid	No Bid	No Bid		No Bid		No Bid	No Bid	\$ 89.26	<u>\$ 71.53</u>	No Bid		No Bid		<u>\$ 23.00</u>	No Bid	No Bid
	3432 IR	\$ 77.00					<u>\$ 68.92</u>		\$ 81.92						\$ 72.68		\$ 69.77		\$ 89.00	No Bid
20	Califone 5272AV-Deluxe	No Bid		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	<u>\$ 88.82</u>	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 163.00	No Bid
	CAS 5272	\$ 89.00																		
	<b>CASSETTE PLAYER/RECORDER</b>																			
	<b>AM/FM RADIO/CD BOOMBOX</b>																			
21	Califone Spirit 1776		\$ 54.50	No Bid	No Bid	No Bid	\$ 55.06	No Bid	\$ 62.52	No Bid	No Bid	\$ 57.71	\$ 54.74	\$ 63.86	<u>\$ 51.02</u>	No Bid	\$ 55.83		\$ 69.00	No Bid
	AVID BB-622	<u>\$ 44.99</u>																		
	Hamilton MPC-5050																	<u>\$ 49.00</u>		

**Capistrano Unified School District**

**Audio Visual Equipment  
Bid No. 1112-01**

**Bid Opening  
Wednesday June 1, 2011, 11:00 a.m.**

**Bid Summary**

Item No.	Equipment	AVID	AVES Audio	B & H Photo	Barrett Robinson	California Western	Camcor	CCS Present	Compview	D & D	Digital Networks	Golden Star Tech	HP	Long's Electronics	MNJ Tech	Renaissance Learning	Troxell	Valiant	WB Hunt	Ward's Media
22	Califone 2395 AV-02 <b>CD PLAYER - PERSONAL</b>	No Bid	\$ 123.00	No Bid	No Bid	No Bid	\$ 120.29	No Bid	\$ 130.40	No Bid	No Bid	\$ 117.92	\$ 135.79	No Bid	\$ 111.55	No Bid	\$ 113.60	No Bid	\$ 155.00	No Bid
23	Califone CD102 Hamilton CX-CD329	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 36.58	No Bid	\$ 42.38	No Bid	No Bid	\$ 39.15	\$ 84.15	\$ 45.64	\$ 33.20	No Bid	\$ 37.19	\$ 19.95	\$ 49.00	No Bid
24	Coby MP-CD521 AVID BB-992 MP-CD521	\$ 49.99	No Bid	No Bid	No Bid	No Bid	\$ 19.75	No Bid	No Bid	No Bid	No Bid	\$ 16.96	\$ 17.89	No Bid	\$ 20.10	No Bid	\$ 25.36	\$ 25.98	\$ 23.00	No Bid
	<b>DOCUMENT CAMERA-VISUAL PRESENTER</b>	\$ 22.75																		
25	HUE HD Webcam Avermedia U10, Alternate	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 87.57	No Bid	No Bid	No Bid	No Bid	\$ 193.78	No Bid	No Bid	No Bid
26	Avermedia Vision 300AF Plus	No Bid	No Bid	\$ 568.00	No Bid	\$ 549.00	\$ 523.78	\$ 598.00	No Bid	No Bid	\$ 714.14	\$ 725.46	\$ 576.84	No Bid	\$ 562.51	No Bid	\$ 488.00	No Bid	\$ 615.00	No Bid
27	Epson DC-10S Avermedia CPI55	No Bid	\$ 386.00	\$ 414.00	No Bid	\$ 309.00	\$ 327.80	\$ 327.80	\$ 311.25	No Bid	No Bid	\$ 362.70	\$ 389.58	No Bid	\$ 378.12	No Bid	\$ 324.56	No Bid	\$ 412.00	No Bid
27A	Lumens DC120W Wireless Ladibug AverVision W30	No Bid	No Bid	No Bid	No Bid	\$ 619.00	\$ 612.85	\$ 329.00	No Bid	No Bid	No Bid	\$ 642.16	\$ 314.71	No Bid	\$ 317.04	No Bid	\$ 318.00	\$ 298.75	\$ 345.00	No Bid
28	Recordex RX-100SA <b>DVD DUPLICATOR</b>	No Bid		No Bid	No Bid	No Bid	\$ 548.05	\$ 568.00	No Bid	No Bid	No Bid	\$ 600.95	No Bid	\$ 563.22	\$ 528.48	No Bid	\$ 535.68	\$ 549.75	\$ 627.00	No Bid
29	Procon PC DVD-1MAS 1 to 1 DVD <b>DV D/BLU-RAY PLAYER</b>	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 236.43	No Bid	No Bid	No Bid	No Bid	\$ 264.18	No Bid	No Bid	No Bid	No Bid	\$ 219.08	\$ 187.20	\$ 219.00	No Bid
29A	Toshiba BD-X2200 Blu-Ray BDX2200	No Bid	\$ 98.00	\$ 86.00	No Bid	No Bid	\$ 87.95	No Bid	\$ 102.49	No Bid	No Bid	\$ 99.19	\$ 89.46	No Bid	\$ 81.24	No Bid	\$ 101.91	\$ 102.00	\$ 86.00	\$ 139.00
	<b>DVD/CD PLAYER</b>																			
30	Sony DVPSR200P/B <b>DVD/CR COMBO PROGRESSIVE</b>	No Bid	\$ 43.70	\$ 34.95	No Bid	No Bid	\$ 42.05	No Bid	No Bid	No Bid	No Bid	\$ 43.92	No Bid	\$ 39.99	\$ 39.12	No Bid	\$ 33.85	\$ 41.00	\$ 36.00	No Bid
31	Toshiba DVR670 <b>HAND-HELD CLASSROOM RESPONSE SYSTEM</b>	No Bid	\$ 214.00	No Bid	No Bid	No Bid	\$ 205.99	No Bid	\$ 240.96	No Bid	No Bid	\$ 207.99	\$ 206.31	\$ 237.00	\$ 202.06	No Bid	\$ 221.42	\$ 224.18	\$ 215.00	\$ 245.00
32	Renaissance 2Know! Classroom Response System (32 Pack) <b>HEADPHONES/HEADSETS</b>																			
33	Califone 2924AV Mono AVID AE-625 Hamilton HAS	\$ 5.00	No Bid	No Bid	No Bid	No Bid	\$ 7.19	No Bid	\$ 12.20	No Bid	No Bid	\$ 18.89	\$ 26.04	\$ 8.80	\$ 7.42	No Bid	\$ 6.95	\$ 5.20	\$ 14.00	No Bid
34	Califone 2924A VPS - Stereo Hamilton SC-7V	No Bid	\$ 13.60	No Bid	No Bid	No Bid	\$ 11.44	No Bid	\$ 19.51	No Bid	No Bid	\$ 22.85	\$ 25.90	\$ 12.99	\$ 13.40	No Bid	\$ 11.50	\$ 7.20	\$ 29.00	No Bid
35	Califone 3060AV-Stereo Hamilton MS2LV	No Bid	\$ 8.00	No Bid	No Bid	No Bid	\$ 6.44	No Bid	\$ 10.36	No Bid	No Bid	\$ 16.49	\$ 9.39	\$ 7.99	\$ 6.60	No Bid	\$ 6.25	\$ 13.00	No Bid	No Bid
36	Califone 3068AV Switchable Stereo/Mono AVID AE-808	No Bid	\$ 8.00	No Bid	No Bid	No Bid	\$ 6.70	No Bid	\$ 10.57	No Bid	No Bid	\$ 17.45	\$ 7.72	\$ 6.99	\$ 6.60	No Bid	\$ 6.45	\$ 14.00	No Bid	No Bid
		\$ 4.25																		



## Capistrano Unified School District

Audio Visual Equipment  
Bid No. 1112-01Bid Opening  
Wednesday June 1, 2011, 11:00 a.m.

## Bid Summary

Item No.	Equipment	AVID	AVES Audio	B & H Photo	Barrett Robinson	California Western	Camcor	CCS Present	Compview	D & D	Digital Networks	Golden Star Tech	HP	Long's Electronics	MNJ Tech	Renaissance Learning	Troxell	Valiant	WB Hunt	Ward's Media
	Hamilton SC-7V																	\$ 7.20		
	<b>INTERACTIVE BOARDS</b>																			
37	Polyvision Eno 2125 Mini Slate	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 372.78	No Bid	<u>\$ 329.63</u>	No Bid	No Bid	No Bid	\$ 336.08	No Bid		No Bid	No Bid	No Bid
	Hitachi WTI, Alternate																			
38	Polyvision Eno 2610 Interactive Whiteboard System 78"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,706.74	No Bid	<u>\$ 1,322.37</u>	No Bid	No Bid	No Bid	invalid pricing	No Bid	\$ 252.22	No Bid	No Bid	No Bid
	Hitachi EXTRIO77																			
39	Polyvision Eno 2810 Interactive Whiteboard System 96"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$2,127.63	No Bid	<u>\$ 1,590.95</u>	No Bid	No Bid	No Bid	\$1,889.69	No Bid	\$1,082.22	No Bid	No Bid	No Bid
	Hitachi EXTRIO88W																			
	<b>INTERACTIVE PROJECTOR</b>																			
40	Epson Brightlink 450 WI Interactive Projector	No Bid	<u>\$ 1,948.00</u>		No Bid															
	455 WI			\$1,948.00		<u>\$ 1,389.00</u>	\$1,399.84	\$1,688.00	\$1,429.02	\$1,571.00	\$2,171.60	\$2,098.58	\$2,023.00	No Bid	\$1,444.36		\$1,476.56	No Bid	No Bid	No Bid
	Epson 455WIRM																\$1,562.48			
	<b>LCD PROJECTOR</b>																			
41	Epson Powerlite 92	No Bid	\$ 528.00	\$ 584.00	No Bid	\$ 507.00	<u>\$ 498.99</u>	\$ 526.99	\$ 510.00	\$ 594.00	\$ 701.23	\$ 503.70	\$ 616.39	No Bid	\$ 515.46	No Bid	\$ 529.77	No Bid	\$ 621.00	No Bid
	Epson 93																			
42	Epson EX31 Multimedia Projector	No Bid	No Bid		No Bid		No Bid		No Bid		\$ 572.84	\$ 454.01	No Bid	No Bid	<u>\$ 381.55</u>	No Bid	\$ 539.00	No Bid		
	Epson Powerlite 1220			\$ 524.00																
	EOL S9																			
	Epson S9					\$ 374.00		\$ 427.50												
	Infocus IN102 2700 Lumens																\$ 394.16			
	Powerlite S9																			
43	Epson Powerlite PL D6150	No Bid	\$1,510.00	\$1,444.00	No Bid	<u>\$ 1,219.00</u>	\$1,240.43	\$1,397.94	\$1,252.37	\$1,457.00	\$1,628.40	\$1,430.61	\$1,521.43	No Bid	\$1,265.81	No Bid	\$1,312.47	No Bid	\$ 489.00	No Bid
44	Epson Powerlite 450W Ultra-Short Throw Multimedia Projector	No Bid	\$1,363.00	No Bid	No Bid	<u>\$ 959.00</u>	\$ 963.66	\$1,196.94	\$1,071.50	\$1,080.00	\$1,638.27	\$1,332.11	\$1,440.00	No Bid	\$ 992.65	No Bid	\$1,042.03	No Bid	\$1,458.00	No Bid
	<b>LCD PROJECTOR &amp; DOCUMENT CAMERA BUNDLE</b>																			
45	Epson Powerlite 92 & Epson DC-10s Document Camera	No Bid	\$ 908.00	No Bid	No Bid	\$ 807.00	<u>\$ 803.04</u>	\$ 847.94	\$ 816.86	No Bid	\$1,144.44	\$ 871.32	\$ 999.00	No Bid	\$ 830.05	No Bid	\$ 854.33	No Bid	\$1,033.00	No Bid
	<b>LCD PROJECTOR LAMP REPLACEMENT</b>																			
46	Epson ELPLP60-V13H010L60 Lamp for Powerlite 92 LCD Projector	No Bid	\$ 258.00	No Bid	No Bid	\$ 239.00	\$ 244.65	\$ 249.00	\$ 229.23	No Bid	\$ 269.14	\$ 216.74	\$ 236.57	No Bid	\$ 234.54	No Bid	\$ 242.31	No Bid	<u>\$ 215.00</u>	No Bid
	<b>LISTENING CENTER</b>																			
47	Califone 1218AVP-01 w/o Media Player		\$ 84.00	No Bid	No Bid	No Bid	\$ 76.50	No Bid	\$ 86.45	No Bid	No Bid	\$ 81.55	No Bid	\$ 89.99	<u>\$ 72.68</u>	No Bid	\$ 77.58		\$ 86.00	No Bid
	AVID 8LC63M	<u>\$ 51.50</u>																<u>\$ 51.00</u>		
	Hamilton MPC-29PC-8VF Kit																			
48	Califone 1776PL C-6 w/BoomBox		\$ 138.00	No Bid	No Bid	No Bid	\$ 133.18	No Bid	\$ 149.43	No Bid	No Bid	\$ 139.28	No Bid	\$ 150.99	<u>\$ 132.06</u>	No Bid	\$ 145.87		\$ 177.00	No Bid
	AVID 6LC35+BB622	<u>\$ 99.99</u>																		
	Hamilton HMC/CD385/65V																	<u>\$ 129.00</u>		
49	Califone 2395PLC w/BoomBox	No Bid	\$ 188.00	No Bid	No Bid	No Bid	<u>\$ 164.36</u>	No Bid	\$ 187.71	No Bid	No Bid	\$ 187.88	\$ 194.68	\$ 199.99	\$ 171.44	No Bid	\$ 166.63		\$ 195.00	No Bid

**Capistrano Unified School District**

**Audio Visual Equipment  
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50	Hamilton LCP/MPC6060/4SV	No Bid	\$ 184.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	<u>\$ 174.54</u>	No Bid	\$ 186.99	No Bid	No Bid	No Bid	<u>\$ 141.00</u>	No Bid	No Bid
51	MEGAPHONE																			
52	Paso TA25W	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 129.16	No Bid	No Bid	No Bid	No Bid	No Bid	<u>\$ 81.84</u>	\$ 105.00	No Bid
53	TOA ER-520W (whistle)	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 69.67	\$ 55.00	<u>\$ 41.93</u>	No Bid	\$ 50.62	\$ 62.50	\$ 44.21	No Bid	No Bid	No Bid	No Bid	<u>\$ 47.89</u>	\$ 49.00	No Bid
54	TOA ER520 (no whistle)																			
55	TOA ER-1215	No Bid	No Bid	<u>\$ 35.00</u>	No Bid	No Bid	\$ 69.15	\$ 76.25	\$ 53.03	No Bid	\$ 65.43	\$ 76.05	\$ 55.79	No Bid	No Bid	No Bid	No Bid	\$ 59.95	\$ 62.00	No Bid
56	TOA ER-3215	No Bid	No Bid	<u>\$ 50.00</u>	No Bid	No Bid	\$ 73.31	\$ 82.50	\$ 58.73	No Bid	\$ 70.37	\$ 81.30	\$ 62.10	No Bid	No Bid	No Bid	No Bid	\$ 61.92	\$ 66.00	No Bid
57	MICROPHONE																			
58	Califone Q319 UHF HH for PA319, PA919 & P139	No Bid	No Bid	No Bid	No Bid	No Bid	<u>\$ 77.70</u>	No Bid	\$ 94.17	No Bid	No Bid	\$ 92.14	\$ 83.15	\$ 99.00	\$ 84.43	No Bid	No Bid	No Bid	\$ 105.00	No Bid
59	Audio Technica ATR-3350 Lavalier Mic	No Bid	No Bid	<u>\$ 17.50</u>	No Bid	No Bid	\$ 28.68		No Bid	No Bid	No Bid	\$ 19.56	\$ 18.99	No Bid	\$ 19.58	No Bid	No Bid	No Bid	\$ 21.00	No Bid
60	Wired																			
61	Audio Technica ATR-3350	No Bid	No Bid	<u>\$ 37.00</u>	No Bid	No Bid	\$ 49.12	\$ 31.00	No Bid	No Bid	No Bid	\$ 50.42	\$ 41.05	No Bid	No Bid	No Bid	No Bid	\$ 42.19	\$ 58.00	No Bid
62	Samson GoMic-USB Mic	No Bid	No Bid		No Bid	No Bid	\$ 89.65	\$ 56.00	\$ 96.33	No Bid	\$ 103.70	\$ 109.66	\$ 88.42	\$ 105.00	No Bid	No Bid	No Bid	\$ 95.29	\$ 92.00	No Bid
63	Shure SM58S- Wired	No Bid	<u>\$ 84.00</u>	<u>\$ 84.00</u>	No Bid	No Bid	No Bid		No Bid	No Bid	No Bid	\$ 66.33	<u>\$ 64.10</u>	\$ 82.99	No Bid	No Bid	No Bid	No Bid	\$ 68.00	No Bid
64	Sony ECM-MSD1	No Bid	No Bid	No Bid	No Bid	No Bid		\$ 75.00												
65	Sony ECM-MSD2																			
66	Sony ECMHW2																			
67	MP3 PLAYER/RECORDER																			
68	Califone 8101	No Bid	\$ 87.00	No Bid	No Bid	No Bid	<u>\$ 70.88</u>	No Bid	\$ 86.60	No Bid	No Bid	\$ 110.85	\$ 89.47	\$ 92.00	\$ 77.11	No Bid	No Bid	<u>\$ 73.51</u>	\$ 95.00	No Bid
69	Hamilton HAMP-3																	<u>\$ 17.60</u>		
70	OVERHEAD PROJECTOR																			
71	3M1830-Plus	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 306.52	<u>\$ 275.10</u>	No Bid	\$ 276.63	No Bid	No Bid	No Bid	No Bid	No Bid
72	BUHL 120																			
73	3M1880-Plus	No Bid	No Bid	No Bid	No Bid	No Bid	<u>\$ 158.95</u>	No Bid	\$ 166.14	No Bid	No Bid	\$ 376.99	\$ 348.42	No Bid	\$ 344.16	No Bid	No Bid	\$ 121.90	No Bid	No Bid
74	BUHL 127-HL																	\$ 149.90		
75	PA/AMPLIFICATION																			
76	Califone PA3000+UHF Presentation Pro	No Bid	No Bid	No Bid	No Bid	No Bid		No Bid		No Bid	No Bid		invalid pricing	<u>\$ 143.99</u>	\$ 210.31	No Bid	No Bid			No Bid
77	Califone PA319								\$ 243.28			\$ 290.54								
78	Hamilton PA-30						\$ 217.30												\$ 299.00	
79	Califone PA616-Freedom Pro	No Bid	No Bid	No Bid	No Bid	No Bid		No Bid		No Bid	No Bid			No Bid	\$ 991.65	No Bid	No Bid	<u>\$ 139.00</u>	No Bid	No Bid
80	Califone PA919						\$ 970.68		\$ 1,112.68			\$ 1,237.88								
81	Hamilton Venu100																	\$ 921.61		
82	Califone PA916A-Power Pro Package	No Bid	No Bid	No Bid	No Bid	No Bid		No Bid		No Bid	No Bid	\$ 2,088.00	\$ 1,866.31	No Bid	<u>\$ 1,709.28</u>	No Bid	No Bid	<u>\$ 526.00</u>		No Bid
83	Califone PA919A						\$ 1,744.16		\$ 1,912.70											
84	Hamilton Venn/WW/Stands																	<u>\$ 1,657.89</u>	\$ 2,189.00	
85	Security Works 8990 Classroom Speaker and 8990a-Red Microphone System	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	<u>\$ 392.32</u>	No Bid	No Bid	No Bid	No Bid	No Bid	<u>\$ 626.00</u>	\$ 540.00	No Bid

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Audio Visual Equipment  
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<b>PRESENTATION PRESENTOR</b>																			
67	Logitech R400	No Bid	No Bid	No Bid	No Bid	\$ 61.74	\$ 43.84	No Bid	No Bid	No Bid	\$ 39.17	\$ 40.69	No Bid	\$ 39.25	No Bid	No Bid	\$ 50.80	\$ 44.00	No Bid
68	Keyspan Easy Presenter Remote Wireless with laser PR-EZ1	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 35.96	No Bid	No Bid	No Bid	\$ 32.03	\$ 31.20	No Bid	\$ 31.57	No Bid	No Bid	\$ 41.80	\$ 35.00	No Bid
<b>SCREENS-PROJECTION</b>																			
69	Draper 210006 or Daltile compatible	No Bid	No Bid		\$ 76.74		\$ 53.36	\$ 56.25	\$ 72.00	\$ 48.15	\$ 56.97	\$ 40.95	\$ 62.03	\$ 42.40	No Bid	\$ 55.66		\$ 59.00	
	Daltile #40840		\$ 60.00																
	Daltile 40188				\$ 92.49			\$ 71.34									\$ 42.00		
	Buhl WS-W70																		
	Elite Screens M99NWS1																		
70	Draper 209004 or Daltile 40197	No Bid	No Bid		\$ 128.99		\$ 97.22	\$ 102.00	\$ 109.00	\$ 92.59	\$ 109.35	\$ 84.99		\$ 85.05	No Bid	\$ 100.93	\$ 79.00	\$ 99.00	\$ 108.00
	Buhl WS-W80																		
	Elite Screens M119XWS1																		
71	Da-Lite 85316	No Bid	No Bid	\$ 171.00	\$ 218.46	\$ 212.02	\$ 167.49		\$ 184.00	\$ 182.72	\$ 187.24	\$ 159.31	\$ 180.34	\$ 154.54	No Bid	\$ 174.21	No Bid	\$ 195.00	\$ 140.00
	Draper 207118							\$ 172.00											
	Elite Screens M100NNWV1-SRM																		
72	Draper 213003 or Daltile 40131	No Bid	No Bid	\$ 141.00	\$ 180.35	\$ 184.77	\$ 129.55	\$ 134.00	\$ 160.00	\$ 143.21	\$ 158.50	\$ 131.20	\$ 261.32	\$ 124.69	No Bid	\$ 134.75	\$ 79.00	\$ 169.00	\$ 153.00
	Buhl TPS-T70																		
	Elite Screens T99NWS1																		
73	Draper 213004 or Daltile 40141	No Bid	No Bid	\$ 206.00	\$ 263.13	\$ 262.84	\$ 175.84	\$ 191.00	\$ 222.00	\$ 224.69	\$ 214.05	\$ 210.41	\$ 216.78	\$ 191.89	No Bid	\$ 183.44	\$ 89.90	\$ 239.00	\$ 116.00
	Buhl TPS-80																		
	Elite Screens T119NWS1																		\$ 140.00
<b>TECHNOLOGY WORKSTAND</b>																			
74	Bretford PAL Cat TCPUL23PF	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 625.83	\$ 872.00	\$ 616.00	\$ 632.10	\$ 466.85	\$1,077.89	\$ 720.98	\$ 444.49	No Bid	\$ 561.48	No Bid	\$ 689.00	\$ 679.00
75	Security Works 9095 Mobile Presentation Workstand	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 590.26	No Bid	No Bid	No Bid	No Bid	\$ 650.00	\$ 679.00	No Bid	No Bid
	Security Works 2095															\$ 350.00			
<b>TELEVISION</b>																			
76	Toshiba 26" Class/720p/60Hz/LCD HDTV DVD Combo 26CV100U	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid									
	24" Toshiba 24SLV411U LCD HDTV DVD Combo							\$ 347.25										\$ 324.00	\$ 369.00
	Dynex 26" class 1720p 160Hz LCD HDTV DVD Combo																		
	Samsung LN26D450-26"										\$ 319.98			\$ 322.69					
	Toshiba 32SLV411U																		
77	Toshiba 32" Class/720p/60Hz/LCD HDTV 32C100U	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 373.29	\$ 301.50	\$ 419.00		No Bid	\$ 488.46	No Bid	\$ 359.00	
	Toshiba 32C110U			\$ 299.00			\$ 330.55		No Bid	No Bid						\$ 339.92		\$ 347.00	
	32" Toshiba 32SLV411U							\$ 532.50											
	Viewsonic VT3210L ED 32"													\$ 415.46					

Capistrano Unified School District

Audio Visual Equipment  
Bid No. 1112-01

Bid Opening  
Wednesday June 1, 2011, 11:00 a.m.

Bid Summary

Item No.	Equipment	AVID	AVES Audio	B & H Photo	Barrett Robinson	California Western	Camcor	CCS Present	Compview	D & D	Digital Networks	Golden Star Tech	HP	Long's Electronics	MNJ Tech	Renaissan Learning	Troxell	Valiant	WB Hunt	Ward's Media
78	Sony Bravia KDL40EX400 40" Class/1080p/60Hz/LCD HDTV	No Bid	No Bid		No Bid	No Bid		No Bid		No Bid	No Bid	\$ 632.55	\$ 658.53	No Bid				No Bid		
	KDL40EX400			\$ 670.00																
	Sony KDL40BX420						\$ 594.91													
	Sony KDL40EX500								\$ 800.36										\$ 749.00	
	Samsung LN40D550K1FXZA 40"														\$ 591.24		\$ 816.46			\$ 729.00
79	Sony KDL46EX400H																			
	Sony Bravia KDF-50E3000 50" E Series/1080p/3LCD Chip/HDTV	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Sony KDL 55EX500								\$1,532.03								\$ 1,239.18			
	Samsung 52" Class 1080p/60Hz/LCD HDTV											\$1,298.48								
	<b>TRIPOD</b>																			
80	SLIK U9000	No Bid	No Bid	\$ 44.95	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	\$ 52.45	\$ 52.45	No Bid	No Bid	No Bid		No Bid	\$ 39.22	No Bid
	Promaster Travel 4 (8271)						\$ 35.78													
	Bogen 701HDV547BK																\$ 234.60			
	<b>VOICE RECORDER</b>																			
81	Sony ICDPX820 2GB	No Bid	No Bid		No Bid	No Bid		No Bid	No Bid	No Bid	No Bid		No Bid	No Bid	\$ 42.05	No Bid				No Bid
	Sony ICDPX312			\$ 79.00								\$ 52.49					\$ 46.56	\$ 55.67	\$ 53.00	
82	Sony Standard Cassette Voice Recorder	No Bid	No Bid	No Bid	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	\$ 20.55	\$ 21.48	No Bid	\$ 16.79	No Bid		No Bid	\$ 19.00	No Bid
	Sony TCM-150						\$ 24.39													
	Sony TCM200DV																\$ 23.42			
	<b>WIRELESS COMMUNICATION</b>																			
83	TeachLogic Quantum System IR3000L	No Bid	No Bid	No Bid	No Bid	No Bid		No Bid	No Bid	No Bid	\$ 566.67	\$ 833.85	No Bid	No Bid	No Bid	No Bid		No Bid	No Bid	No Bid
	TeachLogic IRQ-3000L						\$ 482.70										\$ 540.00			
	Phonic Ear 925SYS216NB																\$ 540.00			



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 8, 2011  
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**ACCEPT RESIGNATIONS/TERMINATIONS**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Allard, Adriana	Health Asst	School	01/05/2001	06/23/2011
2. Bandettini, S.	Independence Facilitator	Voluntary	02/05/2010	06/23/2011
3. Barker, Catherine	HS Campus Supvr	Retirement	09/15/1970	06/23/2011
4. Booker, Alexis	Independence Facilitator	Voluntary	09/25/2009	06/23/2011
5. Brandt, Patricia	Elem Sch Clerk	Retirement	12/18/2000	07/14/2011
6. Butier, Amy	Independence Facilitator	Voluntary	02/05/2010	06/23/2011
7. Harrell, Eric	Sch Bus Driver	Retirement	09/06/1988	07/06/2011
8. Marino, Esther	FS Worker	Deceased	09/09/1999	06/23/2011
9. Rangel, Veronica	Account Clerk III	Voluntary	03/01/2006	07/22/2011
10. Sanders, Lorna	Presch Resource Teacher	Layoff	05/07/2001	08/03/2011
11. Schneringer, S.	Independence Facilitator	Voluntary	09/30/2010	09/12/2011
12. Swan, Burton	M & O Storekeeper	Retirement	10/22/1985	06/30/2011
13. Venard, Susanne	MS Library Media Tech	Retirement	10/18/1994	09/30/2011
14. Wagih, Issac	Lead Sch Bus Driver	Retirement	02/23/1999	06/10/2011
15. Walz, Lana	Independence Facilitator	Personal	11/15/2010	06/23/2011

**APPROVE EMPLOYMENT**

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
16. Abrena, Jimross	Custodian I (12mo/40hpw)	\$2,810.54 mo	R26-1	07/11/2011
17. Anaya, Francisco	Custodian I (12mo/40hpw)	\$2,810.54 mo	R26-1	07/11/2011

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
18. Bell, Steven	HS Campus Supvr (9.5mo/15hpw)	\$15.82 hr	R25-1	09/07/2011
19. Gallo, Sarah	FS Elem Cashier (9.5mo/15hpw)	\$12.76 hr	R16-1	09/07/2011
20. Martinez, Fernando	Blngl Dist Receptionist (12mo/35hpw)	\$16.21 hr	R26-1	08/09/2011

<u>Name</u>	<u>Reinstate Former Employee</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
21. Ochoa, Sheila	MS Campus Supvr (9.5mo/17.5hpw)	\$17.43 hr	R23-4	03/19/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT  
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Personnel Activity List Board of Trustees Regular Meeting of August 8, 2011  
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**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Rescind Layoff</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
22. Crowe, Carmen	Blngl Comm Svcs Liaison (9.5mo/30hpw)	\$20.18 hr	R23-10	06/30/2011
23. McMurray, Joyce	Nursing Specialist (9.5mo/40hpw)	\$6,650.19 mo	R51-6	07/12/2011
24. Palomo, Mary	Blngl Comm Svcs Liaison (9.5mo/30hpw)	\$21.19 hr	R23-15	06/30/2011

<u>Name</u>	<u>Recall from Layoff</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
25. Reynolds, Debra	HS Campus Supvr (9.5mo/17.5hpw)	\$3,332.90 mo	R25-5	09/07/2011

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
26. Allard, Adriana	Health Asst	\$16.62 hr	R27-1	06/24/2011
27. Bandetti, Sandra	Independence Facilitator	\$14.69 hr	R22-1	06/24/2011
	Inst Asst-Sp Ed	\$13.98 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.64 hr	R19-1	
28. Barker, Catherine	HS Campus Supvr	\$15.82 hr	R25-1	09/07/2011
29. Booker, Alexis	Independence Facilitator	\$14.69 hr	R22-1	06/24/2011
	Inst Asst-Sp Ed	\$13.98 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.64 hr	R19-1	
30. Butier, Amy	Independence Facilitator	\$14.69 hr	R22-1	06/24/2011
	Inst Asst-Sp Ed	\$13.98 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.64 hr	R19-1	
31. Calderone, L.	Student Supvr	\$10.00 hr		07/01/2011
32. Fischer, Carrie	FS Worker	\$12.06 hr	R14-1	06/22/2011
33. Harrell, Eric	Sch Bus Driver	\$17.48 hr	R28-1	07/06/2011
34. Klassen, Ari	Student Supvr	\$10.00 hr		06/23/2011
35. Migliaccio, V.	FS Worker	\$12.06 hr	R14-1	09/07/2011
36. Riley, Carol	Clerk	\$15.06 hr	R23-1	06/25/2011
37. Schneringer, S.	Independence Facilitator	\$14.69 hr	R22-1	09/07/2011
	Inst Asst-Sp Ed	\$13.98 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.64 hr	R19-1	
38. Shah, Siddhida	Student Supvr	\$10.00 hr		09/07/2011

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**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
39. Anderson, Linda	Testing Asst	\$13.64 hr	09/01/2011-12/30/2011
40. Brennan, Colleen	Testing Asst	\$13.64 hr	09/01/2011-12/30/2011
41. Bridge, Kelly	Testing Asst	\$13.64 hr	09/01/2011-12/30/2011
42. Brown, Nancy	Testing Asst	\$13.64 hr	09/01/2011-12/30/2011
43. Dhaliwal, Kanwal	Testing Asst	\$13.64 hr	09/01/2011-12/30/2011
44. Gallego, Marina	Testing Asst	\$13.64 hr	09/01/2011-12/30/2011
45. Knutson, Matthew	ASB Worker	\$10.00 hr	02/26/2011-05/06/2011
46. Levine, Brandon	Student Worker	\$8.00 hr	06/02/2011-06/30/2011
47. Mack, Claudia	Student Supvr	\$10.00 hr	03/11/2011
48. Regan, Mary	Testing Asst	\$13.64 hr	09/01/2011-12/30/2011
49. Reid, Lisa	Testing Asst	\$13.64 hr	09/01/2011-12/30/2011
50. Tullie, Carol	Testing Asst	\$13.64 hr	09/01/2011-12/30/2011
51. Wagner, Mark	ASB Worker	\$10.00 hr	02/26/2011-05/13/2011
52. Zipp, Tomi	Testing Asst	\$13.64 hr	09/01/2011-12/30/2011

<u>Name</u>	<u>Position-Co-Curricular</u>	<u>Location</u>	<u>Stipend</u>	<u>Effective Date</u>
53. Baba, Nicholas	Water Polo, Girls Varsity (Head)	DHHS	\$3,261.00	11/29/2011-02/11/2012

**APPROVE PROMOTION**

<u>Name</u>	<u>Former Classification</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
54. Krycerick, Kelly	FS Worker (9.5mo/15hpw)	FS Elem Cashier (9.5mo/15hpw)	R16-5	09/07/2011



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**APPROVE PROMOTION (Cont.)**

<u>Name</u>	<u>Former Classification</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
55. Lantz, Jennifer	FS Worker (9.5mo/15hpw)	Lead FS Worker II (9.5mo/25hpw)	R31-1	09/07/2011
56. McKain, Loriann	Sch Clerk II (10.5mo/40hpw)	MS Office Manager (10.75mo/40hpw)	R33-2	08/09/2011
57. Peregrina, Gabriela	FS Worker (9.5mo/10hpw)	FS Elem Cashier (9.5mo/17.5hpw)	R16-6	09/07/2011
58. Pulido, Deborah	Senior Staff Secretary (12mo/40hpw)	Exec Secretary-Conf. (12mo/40hpw)	R25-10	08/09/2011

**APPROVE REDUCTION IN HOURS IN LIEU OF LAYOFF**

<u>Name</u>	<u>Former Classification</u>	<u>Current Classification</u>	<u>Range Step</u>	<u>Effective Date</u>
59. Bechky, Paula	Speech & Lang Path Asst (9.5mo/40hpw)	Speech & Lang Path Asst (9.5mo/35hpw)	R39-5	09/07/2011
60. Bhaumik, Ishita	Speech & Lang Path Asst (9.5mo/40hpw)	Speech & Lang Path Asst (9.5mo/35hpw)	R39-5	09/07/2011
61. Gonzalez, Sarah	Speech & Lang Path Asst (9.5mo/40hpw)	Speech & Lang Path Asst (9.5mo/35hpw)	R39-5	09/07/2011
62. Goodrich, Cindy	Speech & Lang Path Asst (9.5mo/40hpw)	Speech & Lang Path Asst (9.5mo/35hpw)	R39-2	09/07/2011
63. Guinan, Ellen	Speech & Lang Path Asst (9.5mo/40hpw)	Speech & Lang Path Asst (9.5mo/35hpw)	R39-3	09/07/2011
64. Holley, Mark	Speech & Lang Path Asst (9.5mo/40hpw)	Speech & Lang Path Asst (9.5mo/35hpw)	R39-5	09/07/2011
65. Livingston, Anita	Speech & Lang Path Asst (9.5mo/40hpw)	Speech & Lang Path Asst (9.5mo/35hpw)	R39-4	09/07/2011
66. Mueller, Tracy	Speech & Lang Path Asst (9.5mo/40hpw)	Speech & Lang Path Asst (9.5mo/35hpw)	R39-3	09/07/2011
67. Ondryas, Brianna	Speech & Lang Path Asst (9.5mo/40hpw)	Speech & Lang Path Asst (9.5mo/35hpw)	R39-1	09/07/2011
68. Palmer, Eva	Speech & Lang Path Asst (9.5mo/40hpw)	Speech & Lang Path Asst (9.5mo/35hpw)	R39-1	09/07/2011
69. Reeder, Melissa	Speech & Lang Path Asst (9.5mo/40hpw)	Speech & Lang Path Asst (9.5mo/35hpw)	R39-2	09/07/2011
70. Scolnick, Camilla	Speech & Lang Path Asst (9.5mo/40hpw)	Speech & Lang Path Asst (9.5mo/35hpw)	R39-3	09/07/2011
71. Smith, Tamara	Speech & Lang Path Asst (9.5mo/40hpw)	Speech & Lang Path Asst (9.5mo/35hpw)	R39-6	09/07/2011

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San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 8, 2011  
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**APPROVE REDUCTION IN HOURS IN LIEU OF LAYOFF (Cont.)**

<u>Name</u>	<u>Former Classification</u>	<u>Current Classification</u>	<u>Range Step</u>	<u>Effective Date</u>
72. Verdugo, Wendy	Speech & Lang Path Asst (9.5mo/40hpw)	Speech & Lang Path Asst (9.5mo/35hpw)	R39-6	09/07/2011

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT**

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date</u>
73. Cabrera, Alicia	Testing Asst NTE 50hrs(Administer CELDT test)	R19-1	07/01/2011- 09/06/2011
74. Finken, Holly	Inst Asst NTE 12hrs(Conduct inventory of audio equipment)	R19-10	07/01/2011- 09/01/2011
75. Harris, Heidi	Delegated Behind the Wheel Trainer NTE 40hpw(Train Sch Bus Drivers)	R30-20	06/24/2011- 08/19/2011
76. Hernandez, Myrna	Testing Asst NTE 50hrs(Administer CELDT test)	R19-10	09/01/2011- 12/30/2011
77. LeVrier, William	Delegated Behind the Wheel Trainer NTE 40hpw(Train Sch Bus Drivers)	R30-20	06/24/2011- 08/19/2011
78. Neumiller, Nora	Testing Asst NTE 50hrs(Administer CELDT test)	R19-6	07/01/2011- 09/06/2011
79. Reider, Teresa	Testing Asst NTE 50hrs(Administer CELDT test)	R19-1	09/01/2011- 12/30/2011
80. Schauer, Ofilia	Independence Facilitator NTE 18hrs(Provide support for ESY program)	R22-6	06/27/2011- 07/29/2011

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

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
81. Akhlaghi, Nicole	COTA NTE 40hpw(Substitute for open OT positions)	06/27/2011- 07/22/2011
82. Argent, Heidi	Presch Teacher NTE 20hrs(Attend IEP meetings)	07/01/2011- 08/30/2011
83. Austerman, Judith	Presch Teacher NTE 2hrs(Complete DRDP paperwork)	04/23/2011
84. Ayon, Shari	Presch Teacher NTE 20hrs(Attend IEP meetings)	07/01/2011- 08/30/2011
85. Bandaruk, Rita	Inst Asst-Presch NTE 2hrs(Classroom cleanup)	06/23/2011

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
86. Beas, Estela	Presch Teacher NTE 32hrs(Plan curriculum & attend IEP meetings)	07/01/2011- 08/30/2011
87. Berger, Mary	Inst Asst NTE 9hrs(Provide support to Kindergarten Late Bird Class)	05/23/2011- 06/23/2011
88. Berkowitz, Kathy	Inst Asst-Presch NTE 2hrs(Classroom cleanup)	06/24/2011
89. Bott, Christine	Inst Asst-Presch NTE 2hrs(Classroom cleanup)	06/23/2011
90. Bougrab, Maria	Summer Sch Clerk NTE 35hrs(Support summer school program)	08/15/2011- 08/25/2011
91. Brierley, Magdalena	Presch Teacher NTE 32hrs(Plan curriculum & attend IEP meetings)	07/01/2011- 08/30/2011
92. Burton, Irma	Blngl Inst Asst NTE 12hrs(Attend IEP & SST parent meetings)	03/02/2011- 03/28/2011
93. Cassarrubias- Quinn, Olivia	Presch Teacher NTE 20hrs(Attend IEP meetings)	07/01/2011- 08/30/2011
94. Chang, Connie	Inst Asst-Presch NTE 4hrs(Classroom cleanup)	06/24/2011
95. Cisternas, Claudia	Blngl Comm Svcs Liaison NTE 35hpw(Provide support for GED/HSD & ESL programs)	06/27/2011- 07/29/2011
96. Cox, Patricia	Sch Clerk I NTE 35hpw(Provide support for GED/HSD & ESL programs)	06/27/2011- 07/29/2011
97. Craw, Sara	Intermediate Office Asst NTE 60hrs(Support Assessment & Research Dept)	07/01/2011- 06/30/2012
98. Crowe, Carmen	Blngl Comm Svcs Liaison NTE 48hrs(Provide support for presch registration & outreach)	04/01/2011- 06/30/2011
99. Dendel, Geri	Academic Advisor NTE 8hrs(Schedule students for Fall 2011)	07/01/2011- 07/29/2011
100. Eden, Cris	Presch Resource Teacher NTE 84hrs(Teach Learning Link summer program)	06/28/2011- 07/28/2011
101. Evans, Sandra	Blngl Comm Svcs Liaison NTE 87hrs(Provide summer support for Learning Link) Blngl Comm Svcs Liaison NTE 30hrs(Provide support for presch registrations)	06/28/2011- 07/28/2011 07/01/2011- 08/12/2011
102. Farias, Patricia	FS Worker NTE 25hpw(Prepare lunches for Fall 2011)	08/15/2011- 09/01/2011
103. Foulds, Lori	Presch Teacher NTE 32hrs(Plan curriculum & attend IEP meetings)	07/01/2011- 08/30/2011

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
104. Gaffney, Lanett	Presch Teacher NTE 2hrs(Classroom cleanup)	06/24/2011
	Presch Teacher NTE 20hrs(Attend IEP meetings)	07/01/2011- 08/30/2011
105. Gascon, Yolanda	Blngl Elem Sch Clerk NTE 6hrs(Support summer school program)	07/01/2011- 08/20/2011
106. Grant, Mary	Presch Teacher NTE 9hrs(Complete DRDP paperwork & classroom cleanup)	06/16/2011- 06/22/2011
	Presch Teacher NTE 20hrs(Attend IEP meetings)	07/01/2011- 08/30/2011
107. Groff, Dana	Presch Resource Teacher NTE 42hrs(Teach Learning Link summer program)	06/28/2011- 07/28/2011
108. Hamidi, Zoila	Presch Teacher NTE 20hrs(Attend IEP meetings)	07/01/2011- 08/30/2011
109. Hankins, Heather	Inst Asst-Presch NTE 2hrs(Classroom cleanup)	06/20/2011
110. Hayes, Natalie	Presch Teacher NTE 20hrs(Attend IEP meetings)	07/01/2011- 08/30/2011
111. Hernandez, Evelyn	Inst Asst-Sp Ed NTE 25hrs(Assist with parent involvement)	04/01/2011- 06/23/2011
112. Hertz, Jana	Braille Transcriber NTE 54hrs(Process braille books for return to the state)	06/27/2011- 07/08/2011
113. Jimenez, Leticia	Blngl Comm Svcs Liaison NTE 70hrs(Provide summer support for Learning Link)	06/28/2011- 07/28/2011
	Blngl Comm Svcs Liaison NTE 30hrs(Provide support for presch registration)	07/01/2011- 08/12/2011
114. Kam, Kathleen	Academic Advisor NTE 15hrs(Assist with summer school)	06/27/2011- 07/15/2011
115. Katz-Scinico, Dorcas	Presch Teacher NTE 20hrs(Attend IEP meetings)	07/01/2011- 08/30/2011
116. Kebler, Quincy	Presch Teacher NTE 12hrs(Plan curriculum)	07/01/2011- 07/29/2011
117. LaPlante, Victoria	Presch Teacher NTE 12hrs(Plan curriculum)	07/01/2011- 07/29/2011
118. Lopez, Laura	Presch Teacher NTE 28hrs(Attend IEP meetings)	05/05/2011- 06/30/2011
119. Massey, Tarah	Presch Teacher NTE 2hrs(Classroom cleanup)	06/22/2011
120. McBride, Jill	Elem Sch Office Mgr NTE 8hrs(Complete closing of school)	06/27/2011- 06/30/2011

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
121. Mickle, Jackie	Presch Resource Teacher NTE 84hrs(Teach Learning Link summer program)	07/01/2011- 07/28/2011
122. Miranda-Pino, Maria	Presch Teacher NTE 20hrs(Attend IEP meetings)	07/01/2011- 08/30/2011
123. Mohammadi, Lili	Inst Asst-ELD NTE 2.5hrs(Provide Farsi translation) Inst Asst-ELD NTE 2hrs(Provide translation for IEP meeting)	05/23/2011  06/14/2011
124. Morrow, Susan	Presch Teacher NTE 20hrs(Attend IEP meetings)	07/01/2011- 08/30/2011
125. Nekooei, Martha	Blngl Inst Asst-Comm ED ESL NTE 9hrs(Provide summer support for Adult/Comm Ed)	06/27/2011- 07/29/2011
126. Nieblas, Theresa	Presch Teacher NTE 20hrs(Attend IEP meetings)	07/01/2011- 08/30/2011
127. Perez, Aleida	Blngl Comm Svcs Liaison NTE 30hrs(Provide support for presch registrations)	07/01/2011- 08/12/2011
128. Rodriguez, Laura	Lead FS Worker I NTE 25hpw(Lead summer school production)	07/01/2011- 09/01/2011
129. Sanders, Lorna	Presch Resource Teacher NTE 48hrs(Teach Learning Link summer program)	07/01/2011- 07/28/2011
130. Silva, Jose	FS Worker NTE 25hpw(Prepare lunches for Fall 2011)	08/15/2011- 09/01/2011
131. Stevens, Lisa	Sch Clerk I NTE 35hrs(Provide summer support for Adult/Comm Ed)	06/27/2011- 07/29/2011
132. Vargas, Estrella	Presch Teacher NTE 12hrs(Plan curriculum)	07/01/2011- 07/29/2011
133. Vazquez, Obdulia	Blngl Comm Svcs Liaison NTE 30hpm(Provide support for GED testing) Blngl Comm Svcs Liaison NTE 9hpw(Provide summer support for Adult/Comm Ed)	06/23/2011- 09/06/2011 06/27/2011- 07/28/2011
134. Whelchel, Yvette	Presch Teacher NTE 20hrs(Attend IEP meetings)	07/01/2011- 08/30/2011
135. White, Laurel	Presch Teacher NTE 32hrs(Plan curriculum & attend IEP meetings)	07/01/2011- 08/30/2011
136. Wilson, Kim	Adult Ed Office Mgr NTE 40hpw(Provide summer support for Adult/Comm Ed)	07/01/2011- 08/08/2011
137. Zamarripa, Lorena	FS Worker NTE 25hpw(Prepare lunches for Fall 2011)	08/15/2011- 09/01/2011

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**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED  
FOR VACANT POSITION OR ABSENT EMPLOYEE**

<u>Name</u>	<u>Current Assignment</u>	<u>Classification Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
138. Loftus, Kim	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Sch Clerk II	R25-2	05/10/2011- 06/22/2011
139. Robinson, Patricia	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Sch Clerk II	R25-1	05/10/2011- 06/22/2011

**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED  
FOR VACANT POSITION OR ABSENT EMPLOYEE (Cont.)**

<u>Name</u>	<u>Current Assignment</u>	<u>Classification Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
140. Wieland, Andrea	HS Campus Supvr (9.5mo/17.5hpw)	Sch Clerk II	R25-5	04/25/2011- 06/23/2011

**APPROVE SUMMER EMPLOYMENT**

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
141. Abbasi, Khursheed	Inst Asst-Sp Ed	\$17.85 hr	R20-6	06/27/2011- 07/29/2011
142. Adams, Kara	Independence Facilitator	\$16.20 hr	R22-3	06/27/2011- 07/29/2011
143. Adamson, Coral	IBI Asst/Tutor	\$17.02 hr	R24-3	06/27/2011- 08/19/2011
144. Adelmund, Kerrel	Independence Facilitator	\$15.42 hr	R22-2	06/27/2011- 07/29/2011
145. Albertson, Georgia	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011
146. Alvarado, Luis	Sch Bus Driver	\$22.30 hr	R28-6	06/24/2011- 09/06/2011
147. Anctil, Kellie	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
148. Anderson, Maria	Independence Facilitator	\$21.19 hr	R22-20	06/27/2011- 07/29/2011
149. Andrews, Megan	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
150. Andrus, Janet	Independence Facilitator	\$16.20 hr	R22-3	06/27/2011- 07/29/2011
151. Angotti, Irene	Inst Asst-Sp Ed	\$15.42 hr	R20-3	06/27/2011- 07/29/2011

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**APPROVE SUMMER EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
152. Anthony, Judy	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
153. Applegate, Jody	Independence Facilitator	\$20.67 hr	R22-15	06/27/2011- 07/29/2011
154. Araiza, Martha	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011
155. Armitage, David	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
156. Arreola, Erica	Independence Facilitator	\$16.20 hr	R22-3	06/27/2011- 07/29/2011
157. Arroyo, Michael	Sch Bus Driver	\$24.58 hr	R28-15	06/24/2011- 09/06/2011
158. Avila, Therese	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
159. Axtell, Barbara	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
160. Ayon, Shari	Inst Asst-Sp Ed	\$18.74 hr	R20-10	06/27/2011- 07/29/2011
161. Bacopulos, Dana	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
162. Bailey-Hoerle, Colleen	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
163. Baker, Ingrid	Sch Bus Driver	\$25.81 hr	R28-20	06/24/2011- 09/06/2011
164. Baldridge, Jennifer	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
165. Balsis, Tianna	Inst Asst-Sp Ed	\$17.00 hr	R20-5	06/27/2011- 07/29/2011
166. Barraza, Mario	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
167. Baxter, Kathrine	Sch Bus Driver	\$25.81 hr	R28-20	06/24/2011- 09/06/2011
168. Beamis, Sherrie	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
169. Bechky, Paula	Speech & Lang Path Asst	\$27.17 hr	R39-5	06/27/2011- 07/29/2011
170. Beck, Mary	Independence Facilitator	\$17.86 hr	R22-5	06/27/2011- 07/29/2011
171. Bianco, Vera	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011

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**APPROVE SUMMER EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
172. Birkinshaw, Sandy	IBI Asst/Tutor	\$17.87 hr	R24-4	06/27/2011- 08/19/2011
173. Bisconti, Jaclynne	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011
174. Blaisdell, Michelle	Inst Asst-Sp Ed	\$14.68 hr	R20-2	06/27/2011- 07/29/2011
175. Blanda, Isabel	Inst Asst-Sp Ed	\$17.85 hr	R20-6	06/27/2011- 07/29/2011
176. Blich-Fraser, Krista	IBI Asst/Tutor	\$19.70 hr	R24-6	06/27/2011- 08/19/2011
177. Boettcher, Sherry	Independence Facilitator	\$21.19 hr	R22-20	06/27/2011- 07/29/2011
178. Bohl, Giselle	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
179. Bonar, Catherine	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011
180. Booker, Janelle	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011
181. Borja, Pahola	Inst Asst-Sp Ed	\$13.98 hr	R20-1	06/27/2011- 07/29/2011
182. Boster, Chris	Inst Asst-Sp Ed	\$15.42 hr	R20-3	06/27/2011- 07/29/2011
183. Bowen, Lena	Inst Asst-Sp Ed	\$16.19 hr	R20-4	06/27/2011- 07/29/2011
184. Brady, Guadalupe	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011
185. Braet-Foret, Debra	Inst Asst-Sp Ed	\$13.98 hr	R20-1	06/27/2011- 07/29/2011
186. Brenner, Daniella	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
187. Breunig, Lynn	Inst Asst-Sp Ed	\$18.74 hr	R20-10	06/27/2011- 07/29/2011
188. Bridwell, Jody	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
189. Builer, Amy	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
190. Bunyan, Eric	Independence Facilitator	\$16.20 hr	R22-3	06/27/2011- 07/29/2011
191. Bush, Vickie	IBI Asst/Tutor	\$20.68 hr	R24-10	06/27/2011- 08/19/2011



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<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
192. Buys, Debbie	Summer Sch Clerk	\$21.73 hr	R26-10	06/27/2011- 07/29/2011
193. Bybordi, Shatyestah	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011
194. Calderon, Maryann	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
195. Cannata, Stephanie	Inst Asst-Sp Ed	\$18.74 hr	R20-10	06/27/2011- 07/29/2011
196. Capitan, Sheri	Sch Bus Driver	\$25.81 hr	R28-20	06/24/2011- 09/06/2011
197. Caras, Denise	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
198. Caras, William	Sch Bus Driver	\$25.81 hr	R28-20	06/24/2011- 09/06/2011
199. Cardin, Patty	IBI Asst/Tutor	\$20.68 hr	R24-10	06/27/2011- 08/19/2011
200. Carey, Shannon	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
201. Carratturo, Teresa	Inst Asst-Sp Ed	\$20.17 hr	R20-20	06/27/2011- 07/29/2011
202. Carter, Alexis	Sch Bus Driver	\$25.81 hr	R28-20	06/24/2011- 09/06/2011
203. Carter, Cari	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
204. Carter, Debra	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
205. Cashin, Barbara	Inst Asst-Sp Ed	\$17.85 hr	R20-6	06/27/2011- 07/29/2011
206. Cassarino, Lisa	Summer Sch Clerk	\$20.69 hr	R26-6	06/27/2011- 07/29/2011
207. Catli, Dale	Sch Bus Driver	\$25.81 hr	R28-20	06/24/2011- 09/06/2011
208. Catsouras, Cathy	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
209. Caudill, Amanda	IBI Asst/Tutor	\$19.70 hr	R24-6	06/27/2011- 08/19/2011
210. Chaco, Marisso	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
211. Chapman, Kelly	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011

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<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
212. Chauhan, Desh	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
213. Chironis-Grant	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
214. Christman, Lori	Independence Facilitator	\$20.67 hr	R22-15	06/27/2011- 07/29/2011
215. Chung, Cecilia	Inst Asst-Sp Ed	\$13.98 hr	R20-1	06/27/2011- 07/29/2011
216. Cingari, Joanne	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
217. Clark, Christopher	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
218. Clark, Sandra	Independence Facilitator	\$20.67 hr	R22-15	06/27/2011- 07/29/2011
219. Clift, Lynnette	IBI Asst/Tutor	\$19.70 hr	R24-6	06/27/2011- 08/19/2011
220. Collier, Leslie	Independence Facilitator	\$17.86 hr	R22-5	06/27/2011- 07/29/2011
221. Conroy, Ana	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
222. Conti, James	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
223. Conti, Monica	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
224. Corona, Rhonda	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
225. Cosley, Christine	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
226. Cota, Antoinette	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
227. Cox, Linda	Behavior Intervention Asst	\$22.83 hr	R28-10	06/27/2011- 07/29/2011
228. Craft, Karen	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011
229. Cragg, Charlene	Independence Facilitator	\$16.20 hr	R22-3	06/27/2011- 07/29/2011
230. Craw, Madelaine	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
231. Crawford, Mie	Inst Asst-Sp Ed	\$14.68 hr	R20-2	06/27/2011- 07/29/2011

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<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
232. Criscione, Charleen	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
233. Crowe, Carmen	Blngl Comm Svcs Liaison	\$20.18 hr	R23-10	06/28/2011- 07/28/2011
234. Cruz, Ceasar	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
235. Cullum, Linda	Independence Facilitator	\$21.19 hr	R22-20	06/27/2011- 07/29/2011
236. Dack, Carla	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011
237. Danna, Angela	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
238. Darakjian, Carol	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
239. Darling, Martha	Nursing Specialist	\$34.80 hr	R51-4	06/27/2011- 07/29/2011
240. Davidson, Suzanne	Sch Clerk I	\$15.06 hr	R23-1	07/03/2011- 08/07/2011
241. Dean, Deirdre	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
242. Decostanzo, Lynda	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011
243. Denn, Anne	Inst Asst-Sp Ed	\$17.85 hr	R20-6	06/27/2011- 07/29/2011
244. DeVinci, Pamela	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
245. Dewar, Dawn	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
246. Dewar, Nettie	Sch Bus Driver	\$22.30 hr	R28-6	06/24/2011- 09/06/2011
247. Dimpero, Kristen	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
248. Dolan, Linda	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011
249. DuChene, David	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
250. Dugan, Linda	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
251. Dunn, Chris	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011

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<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
252. Egerston, Jane	Summer Sch Clerk	\$20.69 hr	R26-6	06/27/2011- 07/29/2011
253. Eiler, Christine	Independence Facilitator	\$15.42 hr	R22-2	06/27/2011- 07/29/2011
254. Engelhardt, Nancy	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
255. Engelson, Sara	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
256. Enriquez, Michelle	IBI Asst/Tutor	\$20.68 hr	R24-10	06/27/2011- 08/19/2011
257. Entsminger, Theresa	Independence Facilitator	\$20.67 hr	R22-15	06/27/2011- 07/29/2011
258. Eppstein, Susan	Inst Asst-Sp Ed	\$17.00 hr	R20-5	06/27/2011- 07/29/2011
259. Erickson, Neena	Inst Asst-Sp Ed	\$17.85 hr	R20-6	06/27/2011- 07/29/2011
260. Erickson, Nol	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
261. Falquist, Ray	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
262. Fay, Darren	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
263. Fejes, Jacquelyn	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
264. Figueroa, Yolanda	Sch Bus Driver	\$25.81 hr	R28-20	06/24/2011- 09/06/2011
265. Fiorentino, Deborah	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
266. Fitzsimmons, Kathleen	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
267. Fletcher, Kathleen	Inst Asst-Sp Ed	\$17.85 hr	R20-6	06/27/2011- 07/29/2011
268. Florio, Thomas	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011
269. Flynn, Margaret	IBI Asst/Tutor	\$20.68 hr	R24-10	06/27/2011- 08/19/2011
270. Foat, Laureen	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
271. Formanek, Melanie	Inst Asst-Sp Ed	\$13.98 hr	R20-1	06/27/2011- 07/29/2011

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<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
272. Forrest, Cathy	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
273. Fredriksz, Laura	IBI Asst/Tutor	\$17.02 hr	R24-3	06/27/2011- 08/19/2011
274. Freitas, Jeannie	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
275. Friedlander, Dorothy	IBI Asst/Tutor	\$18.76 hr	R24-5	06/27/2011- 08/19/2011
276. Friend, Caitlin	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
277. Frigone, Karyn	Sch Bus Driver	\$22.30 hr	R28-6	06/24/2011- 09/06/2011
278. Fulco, Karen	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
279. Fuller, Diana	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
280. Fultz, Brian	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
281. Garau, Kathy	Inst Asst-Sp Ed	\$13.98 hr	R20-1	06/27/2011- 07/29/2011
282. Garcia, Patricia	Sch Bus Driver	\$25.81 hr	R28-20	06/24/2011- 09/06/2011
283. Garcia, Rosario	Independence Facilitator	\$17.86 hr	R22-5	06/27/2011- 07/29/2011
284. Garrett, Ann	Inst Asst-Sp Ed	\$17.85 hr	R20-6	06/27/2011- 07/29/2011
285. Gast, Lucibel	Blngl Comm Svcs Liaison	\$17.43 hr	R23-4	06/28/2011- 07/28/2011
286. Gastelum, Monique	Inst Asst-Sp Ed	\$14.68 hr	R20-2	06/27/2011- 07/29/2011
287. Genadry, Floyd	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
288. Ghammachi, Jouan	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011
289. Gibson, Lesa	Sch Bus Driver	\$22.30 hr	R28-6	06/24/2011- 09/06/2011
290. Gill, Arvinder	IBI Asst/Tutor	\$17.87 hr	R24-4	06/27/2011- 08/19/2011
291. Gill, Laura	Sch Bus Driver	\$25.81 hr	R28-20	06/24/2011- 09/06/2011

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<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
292. Gillespie, Marti	Inst Asst-Sp Ed	\$13.98 hr	R20-1	06/27/2011- 07/29/2011
293. Goellner, Robin	Inst Asst-Sp Ed	\$17.00 hr	R20-5	06/27/2011- 07/29/2011
294. Gomez, Bartolo	Sch Bus Driver	\$22.30 hr	R28-6	06/24/2011- 09/06/2011
295. Gomez, Nancy	Sch Bus Driver	\$22.30 hr	R28-6	06/24/2011- 09/06/2011
296. Gonzales, Kym	Sch Bus Driver	\$24.58 hr	R28-15	06/24/2011- 09/06/2011
297. Gonzales, Monica	Inst Asst-Sp Ed	\$17.85 hr	R20-6	06/27/2011- 07/29/2011
298. Gonzalez, Evangelina	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
299. Gonzalez, Sarah	Speech & Lang Path Asst	\$27.17 hr	R39-5	06/27/2011- 07/29/2011
300. Goodridge, Elizabeth	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011
301. Goodwin-Pitino, Stacy	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
302. Gorder, Mitzi	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011
303. Gould, Steven	Inst Asst-Sp Ed	\$13.98 hr	R20-1	06/27/2011- 07/29/2011
304. Gourdin, Leo	Sch Bus Driver	\$25.81 hr	R28-20	06/24/2011- 09/06/2011
305. Grable, Patty	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011
306. Grady, Sharon	Independence Facilitator	\$21.19 hr	R22-20	06/27/2011- 07/29/2011
307. Graffeo, Teri	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
308. Gravatt, Shelly	Inst Asst-Sp Ed	\$13.98 hr	R20-1	06/27/2011- 07/29/2011
309. Greenfield- Galimida, Beth	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
310. Guillen, Maria	Inst Asst-Sp Ed	\$13.98 hr	R20-1	06/27/2011- 07/29/2011
311. Gunderson, Frances	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011

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<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
312. Guthrie, Linda	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
313. Gutierrez, Betty	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
314. Gutierrez, Crystal	Inst Asst-Sp Ed	\$18.74 hr	R20-10	06/27/2011- 07/29/2011
315. Hahn, Pat	Independence Facilitator	\$15.42 hr	R22-2	06/27/2011- 07/29/2011
316. Hall, Sharon	Inst Asst-Sp Ed	\$13.98 hr	R20-1	06/27/2011- 07/29/2011
317. Hall, Sheila	Senior IBI Asst/Tutor	\$27.82 hr	R36-10	06/27/2011- 08/19/2011
318. Hammond, Darcy	Inst Asst-Sp Ed	\$13.98 hr	R20-1	06/27/2011- 07/29/2011
319. Hampson, Lisa	Sch Bus Driver	\$24.58 hr	R28-15	06/24/2011- 09/06/2011
320. Handfield, Sue	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
321. Hannegan, Natasha	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
322. Hannon, Karen	Interpreter for the Hearing Impaired	\$19.73 hr	R30-3	06/27/2011- 07/29/2011
323. Hansen-Luburic, Susan	Independence Facilitator	\$17.86 hr	R22-5	06/27/2011- 07/29/2011
324. Hansler, Tara	Independence Facilitator	\$15.42 hr	R22-2	06/27/2011- 07/29/2011
325. Hanson, Robin	MS Campus Supvr	\$17.43 hr	R23-4	06/27/2011- 07/29/2011
326. Harlow, Susanne	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011
327. Harney, Barbara	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
328. Harris, Heidi	Sch Bus Driver	\$25.81 hr	R28-20	06/24/2011- 09/06/2011
329. Harris, Robin	Inst Asst-Sp Ed	\$15.42 hr	R20-3	06/27/2011- 07/29/2011
330. Hart, Suzanne	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
331. Hartwell, Brian	Sch Bus Driver	\$25.81 hr	R28-20	06/24/2011- 09/06/2011

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<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
332. Hastings, Deanna	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011
333. Hatcher, Jason	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
334. Hatcher, Josh	Independence Facilitator	\$15.42 hr	R22-2	06/27/2011- 07/29/2011
335. Hatler, Jaime	Senior IBI Asst/Tutor	\$25.23 hr	R36-5	06/27/2011- 08/19/2011
336. Haun, Barbara	Senior IBI Asst/Tutor	\$24.03 hr	R36-4	06/27/2011- 08/19/2011
337. Heiden, Patricia	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011
338. Henderson, Scott	Sch Bus Driver	\$25.81 hr	R28-20	06/24/2011- 09/06/2011
339. Herrera, Tay	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
340. Herrington, Kerry	Independence Facilitator	\$17.86 hr	R22-5	06/27/2011- 07/29/2011
341. Herzbrun, Diane	Independence Facilitator	\$20.67 hr	R22-15	06/27/2011- 07/29/2011
342. Hill, Dawn	Senior IBI Asst/Tutor	\$27.82 hr	R36-10	06/27/2011- 08/19/2011
343. Hill, Natalie	Independence Facilitator	\$15.42 hr	R22-2	06/27/2011- 07/29/2011
344. Hipolite, Nancy	Inst Asst-Sp Ed	\$18.74 hr	R20-10	06/27/2011- 07/29/2011
345. Hogbin, Richard	Independence Facilitator	\$17.86 hr	R22-5	06/27/2011- 07/29/2011
346. Hoklotubbe, Sandy	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
347. Holbdy, Anthony	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
348. Holden, Sue	Inst Asst-Sp Ed	\$13.98 hr	R20-1	06/27/2011- 07/29/2011
349. Honey, Nancy	Sch Bus Driver	\$25.81 hr	R28-20	06/24/2011- 09/06/2011
350. Honey, Richard	Sch Bus Driver	\$25.81 hr	R28-20	06/24/2011- 09/06/2011
351. Hopf, Jonnie	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011



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<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
352. Hoqoq, Safia	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011
353. Huckaby, Debra	Interpreter for the Hearing Impaired	\$22.84 hr	R30-6	06/27/2011- 07/29/2011
354. Hutton, Julie	Inst Asst-Sp Ed	\$15.42 hr	R20-3	06/27/2011- 07/29/2011
355. Inskeep, Nancy	Inst Asst-Sp Ed	\$17.00 hr	R20-5	06/27/2011- 07/29/2011
356. Isch-Hewell, Vicki	Sch Bus Driver	\$25.81 hr	R28-20	06/24/2011- 09/06/2011
357. Jacobsen, Julia	Inst Asst-Sp Ed	\$13.98 hr	R20-1	06/27/2011- 07/29/2011
358. James, Nevil	Sch Bus Driver	\$25.81 hr	R28-20	06/24/2011- 09/06/2011
359. Janicki, Linda	Inst Asst-Sp Ed	\$14.68 hr	R20-2	06/27/2011- 07/29/2011
360. Jarbo, Nicole	Inst Asst-Sp Ed	\$17.00 hr	R20-5	06/27/2011- 07/29/2011
361. Jenson, Kathleen	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
362. Jent, Angela	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
363. Jimenez, Denise	IBI Asst/Tutor	\$20.68 hr	R24-10	06/27/2011- 08/19/2011
364. Jimenez, Leticia	Blngl Comm Svcs Liaison	\$20.18 hr	R23-10	06/28/2011- 07/28/2011
365. Jones, Denise	Independence Facilitator	\$15.42 hr	R22-2	06/27/2011- 07/29/2011
366. Kahl, Cynthia	Inst Asst-Sp Ed	\$17.85 hr	R20-6	06/27/2011- 07/29/2011
367. Kalmbach, Barbara	Inst Asst-Sp Ed	\$17.85 hr	R20-6	06/27/2011- 07/29/2011
368. Kane, Patti	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
369. Kelsey, Petah	Interpreter for the Hearing Impaired	\$19.73 hr	R30-3	06/27/2011- 07/29/2011
370. Keyte, Gabrielle	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
371. Keyte, Karen	Independence Facilitator	\$21.19 hr	R22-20	06/27/2011- 07/29/2011

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<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
372. Kimmell, Julie	Inst Asst-Sp Ed	\$17.85 hr	R20-6	06/27/2011- 07/29/2011
373. Klinger, Jodi	Inst Asst-Sp Ed	\$17.85 hr	R20-6	06/27/2011- 07/29/2011
374. Knowles, Kristie	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
375. Kobayashi, Dorothy	Inst Asst-Sp Ed	\$18.74 hr	R20-10	06/27/2011- 07/29/2011
376. Kobel, Karen	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
377. Kopelson, Kathleen	IBI Asst/Tutor	\$19.70 hr	R24-6	06/27/2011- 08/19/2011
378. Koschel, LuzStella	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
379. La Beaf, Kathryn	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
380. Laidley, Joanie	IBI Asst/Tutor	\$19.70 hr	R24-6	06/27/2011- 08/19/2011
381. Larkin, Nancy	Inst Asst-Sp Ed	\$17.00 hr	R20-5	06/27/2011- 07/29/2011
382. Larsen, Katie	Independence Facilitator	\$17.86 hr	R22-5	06/27/2011- 07/29/2011
383. Le, Grace	Inst Asst-Sp Ed	\$17.00 hr	R20-5	06/27/2011- 07/29/2011
384. Leahy, Christine	IBI Asst/Tutor	\$16.21 hr	R24-2	06/27/2011- 08/19/2011
385. Leetch, Katie	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
386. Lehman, Rosana	Independence Facilitator	\$15.42 hr	R22-2	06/27/2011- 07/29/2011
387. Leishman, Anne	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
388. Leland, Noelle	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
389. Leslie, Kate	Caregiver	\$13.64 hr	R19-1	06/27/2011- 07/29/2011
390. Levey, Edy	Inst Asst-Sp Ed	\$19.67 hr	R20-15	06/27/2011- 07/29/2011
391. Levine, Jodi	Inst Asst-Sp Ed	\$17.85 hr	R20-6	06/27/2011- 07/29/2011

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<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
392. Levrier, William	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
393. Lewis, Sharon	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
394. Lezama, Alfredo	Sch Bus Driver	\$22.30 hr	R28-6	06/24/2011- 09/06/2011
395. Llamas, Daniel	Sch Bus Driver	\$25.81 hr	R28-20	06/24/2011- 09/06/2011
396. Llamas, Teresa	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
397. Lomonico, Sara	Inst Asst-Sp Ed	\$13.98 hr	R20-1	06/27/2011- 07/29/2011
398. Long, Keith	HS Campus Supvr	\$22.26 hr	R25-15	06/27/2011- 07/29/2011
399. Loper-Leddy, Kay	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
400. Lopez, Ann	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011
401. Lotterer, Indie	Inst Asst-Sp Ed	\$20.17 hr	R20-20	06/27/2011- 07/29/2011
402. MacGregor, Jennifer	Independence Facilitator	\$16.20 hr	R22-3	06/27/2011- 07/29/2011
403. Mackerras, Laura	Independence Facilitator	\$16.20 hr	R22-3	06/27/2011- 07/29/2011
404. Maleki, Yasaman	Inst Asst-Sp Ed	\$17.85 hr	R20-6	06/27/2011- 07/29/2011
405. Maloney, Lisa	Inst Asst-Sp Ed	\$15.42 hr	R20-3	06/27/2011- 07/29/2011
406. Manderbach, Karen	IBI Asst/Tutor	\$16.21 hr	R24-2	06/27/2011- 08/19/2011
407. Mannaert, Stephanie	Independence Facilitator	\$16.20 hr	R22-3	06/27/2011- 07/29/2011
408. Mannaert, Bree	IBI Asst/Tutor	\$16.21 hr	R24-2	06/27/2011- 08/19/2011
409. Manning, Mary	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
410. Manoogian, Jean	Sch Bus Driver	\$25.81 hr	R28-20	06/24/2011- 09/06/2011
411. Martin, Brooke	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011

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<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
412. Martin, Janette	Inst Asst-Sp Ed	\$18.74 hr	R20-10	06/27/2011- 07/29/2011
413. Martinez, Jennifer	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
414. Massaro, Michelle	Independence Facilitator	\$16.20 hr	R22-3	06/27/2011- 07/29/2011
415. Massey, Sharie	Inst Asst-Sp Ed	\$18.74 hr	R20-10	06/27/2011- 07/29/2011
416. Matheri, Evelyn	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
417. Mattera, Ralph	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
418. Maul, Sandy	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
419. Maull, Louis	Sch Bus Driver	\$25.81 hr	R28-20	06/24/2011- 09/06/2011
420. Mc Rae, Bruce	Sch Bus Driver	\$25.81 hr	R28-20	06/24/2011- 09/06/2011
421. McCoy, Kathy	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
422. McCullough, Roselle	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
423. McDonald, Ester	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
424. McGee, James	MS Campus Supvr	\$16.60 hr	R23-3	06/27/2011- 07/29/2011
425. McKee, Danise	IBI Asst/Tutor	\$19.70 hr	R24-6	06/27/2011- 08/19/2011
426. McMaster, Janice	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
427. McSwain, Monica	Independence Facilitator	\$17.86 hr	R22-5	06/27/2011- 07/29/2011
428. Mejia, Cynthia	Inst Asst-Sp Ed	\$13.98 hr	R20-1	06/27/2011- 07/29/2011
429. Messina- Klienman, D.	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
430. Meyer, Julie	Inst Asst-Sp Ed	\$16.19 hr	R20-4	06/27/2011- 07/29/2011
431. Meyers, Robin	Independence Facilitator	\$15.42 hr	R22-2	06/27/2011- 07/29/2011

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<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
432. Michael, Nader	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
433. Miles, Maura	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
434. Miller, Laurie	HS Campus Supvr	\$20.19 hr	R25-6	06/27/2011- 07/28/2011
435. Miller, Marie	IBI Asst/Tutor	\$20.68 hr	R24-10	06/27/2011- 08/19/2011
436. Milstead, Teresa	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
437. Miranda, Ines	Sch Bus Driver	\$22.30 hr	R28-6	06/24/2011- 09/06/2011
438. Mohammadi, Lili	Inst Asst-Sp Ed	\$19.67 hr	R20-15	06/27/2011- 07/29/2011
439. Monge, Josephine	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
440. Montoya, Julie	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
441. Montoya, Silverio	Sch Bus Driver	\$24.58 hr	R28-15	06/24/2011- 09/06/2011
442. Montross, Christine	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
443. Moore, Monica	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011
444. Moore, Tammy	Independence Facilitator	\$16.20 hr	R22-3	06/27/2011- 07/29/2011
445. Morgan, Marshall	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
446. Moridani, Karen	Inst Asst-Sp Ed	\$16.19 hr	R20-4	06/27/2011- 07/29/2011
447. Mumma, Tammey	Inst Asst-Sp Ed	\$17.85 hr	R20-6	06/27/2011- 07/29/2011
448. Murakami, Steven	Sch Bus Driver	\$24.58 hr	R28-15	06/24/2011- 09/06/2011
449. Murillo, Rafael	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
450. Mushnik, Larisa	Inst Asst-Sp Ed	\$13.98 hr	R20-1	06/27/2011- 07/29/2011
451. Naegle, David	Sch Bus Driver	\$25.81 hr	R28-20	06/24/2011- 09/06/2011

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<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
452. Naegle, Deborah	Sch Bus Driver	\$22.30 hr	R28-6	06/24/2011- 09/06/2011
453. Nangle, Robin	Sch Bus Driver	\$25.81 hr	R28-20	06/24/2011- 09/06/2011
454. Napora, Noelle	IBI Asst/Tutor	\$19.70 hr	R24-6	06/27/2011- 08/19/2011
455. Nett, Donna	Summer Sch Clerk	\$23.39 hr	R26-20	06/27/2011- 07/29/2011
456. Neumeyer, Mary	Independence Facilitator	\$15.42 hr	R22-2	06/27/2011- 07/29/2011
457. Nieto, Victoria	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
458. Northart, Janet	HS Campus Supvr	\$18.31 hr	R25-4	06/27/2011- 07/29/2011
459. Norton, Christina	Inst Asst-Sp Ed	\$13.98 hr	R20-1	06/27/2011- 07/29/2011
460. O'Hanian, Diane	Student Supvr	\$10.00 hr		06/27/2011- 07/29/2011
461. Ogden, Sue	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
462. Ohanian, Diane	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
463. Okas, Belinda	MS Campus Supvr	\$17.43 hr	R23-4	06/27/2011- 07/29/2011
464. Oliveras, Aimee	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
465. Olmedo, Yesica	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
466. Omar, Lima	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
467. Ondryas, Brianna	Speech & Lang Path Asst	\$22.35 hr	R39-1	06/27/2011- 07/29/2011
468. Orgill, Janell	Independence Facilitator	\$15.42 hr	R22-2	06/27/2011- 07/29/2011
469. Paine, Mickey	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
470. Palacios, Susana	Inst Asst-Sp Ed	\$17.85 hr	R20-6	06/27/2011- 07/29/2011
471. Palmer, Ann	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011

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<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
472. Palmer, Eva	Speech & Lang Path Asst	\$22.35 hr	R39-1	06/27/2011- 07/29/2011
473. Palmer, Stratton	Independence Facilitator	\$15.42 hr	R22-2	06/27/2011- 07/29/2011
474. Panning Labate, Tina	IBI Asst/Tutor	\$20.68 hr	R24-10	06/27/2011- 08/19/2011
475. Parker, Laura	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
476. Parra, Jacqueline	Inst Asst-Sp Ed	\$18.74 hr	R20-10	06/27/2011- 07/29/2011
477. Paulsen, Andrea	Inst Asst-Sp Ed	\$16.19 hr	R20-4	06/27/2011- 07/29/2011
478. Paymard, Mary	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
479. Pearson, Robyn	Independence Facilitator	\$17.86 hr	R22-5	06/27/2011- 07/29/2011
480. Pedroza, Karen	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
481. Penna, Carmen	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
482. Ferguson, Scott	Sch Bus Driver	\$25.81 hr	R28-20	06/24/2011- 09/06/2011
483. Persson, Nancy	Independence Facilitator	\$17.86 hr	R22-5	06/27/2011- 07/29/2011
484. Presley, Jenni	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
485. Price, Alex	Inst Asst-Sp Ed	\$16.19 hr	R20-4	06/27/2011- 07/29/2011
486. Quigley, Sindy	Independence Facilitator	\$17.86 hr	R22-5	06/27/2011- 07/29/2011
487. Raisola, Diane	Inst Asst-Sp Ed	\$17.00 hr	R20-5	06/27/2011- 07/29/2011
488. Rashidi, Kim	IBI Asst/Tutor	\$19.70 hr	R24-6	06/27/2011- 08/19/2011
489. Reed, Carmen	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
490. Reiner, Toni	Inst Asst-Sp Ed	\$17.85 hr	R20-6	06/27/2011- 07/29/2011
491. Reinhardt, Kay	Inst Asst-Sp Ed	\$13.98 hr	R20-1	06/27/2011- 07/29/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT  
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Personnel Activity List Board of Trustees Regular Meeting of August 8, 2011  
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**APPROVE SUMMER EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
492. Reyes, Carmen	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
493. Rhine, Julien	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
494. Rial, Lisa	Sch Bus Driver	\$25.81 hr	R28-20	06/24/2011- 09/06/2011
495. Richman, Diane	Inst Asst-Sp Ed	\$17.00 hr	R20-5	06/27/2011- 07/29/2011
496. Rigg, Valerie	Independence Facilitator	\$20.67 hr	R22-15	06/27/2011- 07/29/2011
497. Riggs, Patty	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
498. Rincon, Carlos	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011
499. Rivera, Hector	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
500. Rivera, Miguel	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
501. Rivero, Jillian	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011
502. Robbertze, Olinda	Sch Bus Driver	\$25.81 hr	R28-20	06/24/2011- 09/06/2011
503. Robbins, Laura	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011
504. Robert, Hannah	Sch Bus Driver	\$24.58 hr	R28-15	06/24/2011- 09/06/2011
505. Robinson, Janell	HS Campus Supvr	\$22.26 hr	R25-15	06/27/2011- 07/29/2011
506. Robledo, Eloisa	Sch Bus Driver	\$22.30 hr	R28-6	06/24/2011- 09/06/2011
507. Robleto, Sergio	Inst Asst-Sp Ed	\$13.98 hr	R20-1	06/27/2011- 07/29/2011
508. Robleto, Toni	Summer Sch Clerk	\$22.82 hr	R26-15	06/27/2011- 07/29/2011
509. Rohrer, Linda	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
510. Rose, Maryanne	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
511. Rosenthal, Tana	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011



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**APPROVE SUMMER EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
512. Rowe, Anne	Independence Facilitator	\$16.20 hr	R22-3	06/27/2011- 07/29/2011
513. Rowe, Anne	Independence Facilitator	\$16.20 hr	R22-3	06/27/2011- 07/29/2011
514. Sailing, Robynette	Sch Bus Driver	\$22.30 hr	R28-6	06/24/2011- 09/06/2011
515. Sakamoto, Dory	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
516. Sampson, Angie	Caregiver	\$15.79 hr	R19-4	06/27/2011- 07/29/2011
517. Sanchez, Judy	Independence Facilitator	\$20.67 hr	R22-15	06/27/2011- 07/29/2011
518. Sanchez, Sandra	Independence Facilitator	\$21.19 hr	R22-20	06/27/2011- 07/29/2011
519. Santo, Maria	Inst Asst-Sp Ed	\$13.98 hr	R20-1	06/27/2011- 07/29/2011
520. Santopadre, Paula	Sch Bus Driver	\$25.81 hr	R28-20	06/24/2011- 09/06/2011
521. Sarin, Sat	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
522. Sauer, Ashleigh	Senior IBI Asst/Tutor	\$21.79 hr	R36-2	06/27/2011- 08/19/2011
523. Saunders, Charmaine	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
524. Sawyer, Erin	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011
525. Sawyer, Jazmin	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
526. Schauer, Ofilia	Inst Asst-Sp Ed	\$17.85 hr	R20-6	06/27/2011- 07/29/2011
527. Schooler, Debbie	IBI Asst/Tutor	\$20.68 hr	R24-10	06/27/2011- 08/19/2011
528. Schumaker, Marlene	Inst Asst-Sp Ed	\$19.67 hr	R20-15	06/27/2011- 07/29/2011
529. Sheehan, Donna	Inst Asst-Sp Ed	\$17.00 hr	R20-5	06/27/2011- 07/29/2011
530. Shimkus, Kim	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
531. Siegel-Masler, Sherri	Inst Asst-Sp Ed	\$16.19 hr	R20-4	06/27/2011- 07/29/2011

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Classified Employees

**APPROVE SUMMER EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
532. Simpson, Gloria	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
533. Simpson, Patricia	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011
534. Smith, Anne	IBI Asst/Tutor	\$18.76 hr	R24-5	06/27/2011- 08/19/2011
535. Smith, Cara	Inst Asst-Sp Ed	\$14.68 hr	R20-2	06/27/2011- 07/29/2011
536. Soderin, Dennis	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
537. Solis, Carol	Sch Bus Driver	\$25.81 hr	R28-20	06/24/2011- 09/06/2011
538. Soltis, Pam	IBI Asst/Tutor	\$21.72 hr	R24-15	06/27/2011- 08/19/2011
539. Soto, Marta	Inst Asst-Sp Ed	\$17.00 hr	R20-5	06/27/2011- 07/29/2011
Evelyn				
540. Sparkuhl, Emily	Inst Asst-Sp Ed	\$13.98 hr	R20-1	06/27/2011- 07/29/2011
541. Spear, Kathy	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
542. Spurlock, Melody	Inst Asst-Sp Ed	\$17.85 hr	R20-6	06/27/2011- 07/29/2011
543. Stanley, Maria	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011
544. Stavron, Jeanine	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011
545. Stratford, Jon	Independence Facilitator	\$15.42 hr	R22-2	06/27/2011- 07/29/2011
546. Strickland, Diane	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011
547. Strict, Caroline	Independence Facilitator	\$20.67 hr	R22-15	06/27/2011- 07/29/2011
548. Sutton, Susan	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
549. Tabari, Lisa	Independence Facilitator	\$16.20 hr	R22-3	06/27/2011- 07/29/2011
550. Tambakis, Pam	Independence Facilitator	\$17.86 hr	R22-5	06/27/2011- 07/29/2011
551. Tavernett, Carmen	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011

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**APPROVE SUMMER EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
552. Taylor, Angie	Inst Asst-Sp Ed	\$13.98 hr	R20-1	06/27/2011- 07/29/2011
553. Taylor, Patricia	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
554. Tiboni, Robert	Sch Bus Driver	\$22.30 hr	R28-6	06/24/2011- 09/06/2011
555. Tilton, Carol	Inst Asst-Sp Ed	\$20.17 hr	R20-20	06/27/2011- 07/29/2011
556. Tilton, Rachel	Independence Facilitator	\$17.86 hr	R22-5	06/27/2011- 07/29/2011
557. Timberlake, Peggy	Sch Bus Driver	\$24.58 hr	R28-15	06/24/2011- 09/06/2011
558. Tizuela, Edwin	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
559. Toscano, Alejandra	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
560. Totaro, Alicia	Inst Asst-Sp Ed	\$13.98 hr	R20-1	06/27/2011- 07/29/2011
561. Trimble, Roxanne	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
562. Troy, Helen	Independence Facilitator	\$15.42 hr	R22-2	06/27/2011- 07/29/2011
563. Tucker, Sue	Sch Bus Driver	\$24.58 hr	R28-15	06/24/2011- 09/06/2011
564. Tunuli, Jessica	IBI Asst/Tutor	\$17.87 hr	R24-4	06/27/2011- 08/19/2011
565. Tye, Cynthia	Inst Asst-Sp Ed	\$13.98 hr	R20-1	06/27/2011- 07/29/2011
566. Vahdat, Shaheen	Independence Facilitator	\$16.20 hr	R22-3	06/27/2011- 07/29/2011
567. Valerio, Joy	HS Library Media Tech	\$14.69 hr	R22-1	06/22/2011- 07/29/2011
568. Vargas, David	Senior IBI Asst/Tutor	\$36.49 hr	R36-6	06/27/2011- 08/19/2011
569. Vazzano, Randi	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
570. Velton, Chris	Independence Facilitator	\$21.19 hr	R22-20	06/27/2011- 07/29/2011
571. Vermillion, Diana	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011

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Classified Employees

**APPROVE SUMMER EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
572. Vieane, Shirley	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
573. Villagomez, Manuel	Sch Bus Driver	\$22.30 hr	R28-6	06/24/2011- 09/06/2011
574. Wada, Lisa	Summer Sch Clerk	\$23.39 hr	R26-20	06/27/2011- 07/29/2011
575. Walker, Christine	Sch Bus Driver	\$23.41 hr	R28-10	06/24/2011- 09/06/2011
576. Walker, Mary	Sch Bus Driver	\$22.30 hr	R28-6	06/24/2011- 09/06/2011
577. Walters, Elaine	Independence Facilitator	\$18.75 hr	R22-6	06/27/2011- 07/29/2011
578. Warren, Mary Lynn	Independence Facilitator	\$16.20 hr	R22-3	06/27/2011- 07/29/2011
579. Weber, Sara	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
580. Wendy, Anita	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011- 07/29/2011
581. Weston, Kelly	IBI Asst/Tutor	\$19.70 hr	R24-6	06/27/2011- 08/19/2011
582. Whalen, Andrea	Senior IBI Asst/Tutor	\$36.49 hr	R36-6	06/27/2011- 08/19/2011
583. Whaler, Katherine	Independence Facilitator	\$15.42 hr	R22-2	06/27/2011- 07/29/2011
584. Whelan, Christina	Inst Asst-Sp Ed	\$19.67 hr	R20-15	06/27/2011- 07/29/2011
585. White, David	Sch Bus Driver	\$22.30 hr	R28-6	06/24/2011- 09/06/2011
586. Whiting, Susan	Independence Facilitator	\$19.69 hr	R22-10	06/27/2011- 07/29/2011
587. Wiles, Kim	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
588. Wiley, Stephanie	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
589. Williams, Brooke	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011
590. Williams, Frankie	Sch Bus Driver	\$24.58 hr	R28-15	06/24/2011- 09/06/2011
591. Williams, John	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011- 07/29/2011

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Classified Employees

**APPROVE SUMMER EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
592. Wirtz, Patrica	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011-07/29/2011
593. Wisniewski, Margaret	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011-07/29/2011
594. Wolfson, Donna	Senior IBI Asst/Tutor	\$24.03 hr	R36-4	06/27/2011-08/19/2011
595. Wolfson, Meghan	Independence Facilitator	\$15.42 hr	R22-2	06/27/2011-07/29/2011
596. Woodson, Candace	Summer Sch Clerk	\$20.69 hr	R26-6	06/27/2011-07/29/2011
597. Woolwine, Debra	Independence Facilitator	\$17.01 hr	R22-4	06/27/2011-07/29/2011
598. Yamamoto, Laura	Inst Asst-Sp Ed	\$19.67 hr	R20-15	06/27/2011-07/29/2011
599. Yinger, Raeann	Inst Asst-Sp Ed	\$13.98 hr	R20-1	06/27/2011-07/29/2011
600. Ziegler, Jill	Independence Facilitator	\$14.69 hr	R22-1	06/27/2011-07/29/2011

**APPROVE CALENDAR MODIFICATION  
AS A RESULT OF NEGOTIATED AGREEMENT**

<u>Former Classification</u>	<u>Current Classification</u>	<u>Total Number of Employees</u>	<u>Effective Date</u>
601. Academic Advisor (11mo/40hpw)	Academic Advisor (10.75mo/40hpw)	41	08/08/2011
602. Account Clerk III (11mo/40hpw)	Account Clerk III (10.75mo/40hpw)	3	08/08/2011
603. Activities Account Clerk (11mo/40hpw)	Activities Account Clerk (10.75mo/40hpw)	6	08/08/2011
604. Alternative Ed Office Mgr (11mo/40hpw)	Alternative Ed Office Mgr (10.75mo/40hpw)	1	08/08/2011
605. Bngl Elem Sch Clerk (10.25mo/40hpw)	Bngl Elem Sch Clerk (10.5mo/40hpw)	2	08/11/2011
606. Bngl Elem Sch Clerk (10.25mo/30hpw)	Bngl Elem Sch Clerk (10.5mo/30hpw)	1	08/11/2011
607. Bngl Elem Sch Clerk (10.25mo/17.5hpw)	Bngl Elem Sch Clerk (10.5mo/17.5hpw)	1	08/11/2011
608. Bngl Elem Sch Office Mgr (10.75mo/40hpw)	Bngl Elem Sch Office Mgr (10.5mo/40hpw)	5	08/11/2011

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**APPROVE CALENDAR MODIFICATION**  
**AS A RESULT OF NEGOTIATED AGREEMENT (Cont.)**

<u>Former</u> <u>Classification</u>	<u>Current</u> <u>Classification</u>	<u>Total Number of</u> <u>Employees</u>	<u>Effective</u> <u>Date</u>
609. BIngl Staff Secretary (11mo/40hpw)	BIngl Staff Secretary (10.75mo/40hpw)	1	08/08/2011
610. Braille Transcriber (11mo/40hpw)	Braille Transcriber (10.75mo/40hpw)	1	08/08/2011
611. Comm Ed Office Mgr (11mo/40hpw)	Comm Ed Office Mgr (10.75mo/40hpw)	1	08/08/2011
612. Elem Sch Clerk (10.25mo/40hpw)	Elem Sch Clerk (10.5mo/40hpw)	34	08/11/2011
613. Elem Sch Clerk (10.25mo/17.5hpw)	Elem Sch Clerk (10.5hpw/17.5hpw)	1	08/11/2011
614. Elem Sch Office Mgr (10.75mo/40hpw)	Elem Sch Office Mgr (10.5mo/40hpw)	28	08/11/2011
615. Head Academic Advisor (11mo/40hpw)	Head Academic Advisor (10.75mo/40hpw)	6	08/08/2011
616. HS Attendance Clerk (10.5mo/40hpw)	HS Attendance Clerk (10mo/40hpw)	6	08/25/2011
617. HS Office Mgr (11mo/40hpw)	HS Office Mgr (10.75mo/40hpw)	6	08/08/2011
618. Intermediate Office Asst (11mo/40hpw)	Intermediate Office Asst (10.75mo/40hpw)	1	08/08/2011
619. Intermediate Office Asst (11mo/30hpw)	Intermediate Office Asst (10.75mo/30hpw)	1	08/08/2011
620. Job Tech I (11mo/40hpw)	Job Tech I (10.75mo/40hpw)	1	08/08/2011
621. MS Library Media Tech (10.25mo/40hpw)	MS Library Media Tech (10.5mo/40hpw)	10	08/11/2011
622. MS Library Media Tech (10.25mo/19.5hpw)	MS Library Media Tech (10.5mo/19.5hpw)	2	08/11/2011
623. MS Office Mgr (11mo/40hpw)	MS Office Mgr (10.75mo/40hpw)	11	08/08/2011
624. Registrar (11mo/40hpw)	Registrar (10.75mo/40hpw)	6	08/08/2011
625. Sch Clerk I (11mo/15hpw)	Sch Clerk I (10mo/15hpw)	2	08/25/2011
626. Sch Clerk I (11mo/17.5hpw)	Sch Clerk I (10.75mo/17.5hpw)	2	08/08/2011
627. Sch Clerk I (9.5mo/17.5hpw)	Sch Clerk I (10.75/17.5hpw)	1	08/25/2011
628. Sch Clerk II (10.5mo/40hpw)	Sch Clerk II (10mo/40hpw)	25	08/25/2011

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**APPROVE CALENDAR MODIFICATION  
AS A RESULT OF NEGOTIATED AGREEMENT (Cont.)**

<u>Former Classification</u>	<u>Current Classification</u>	<u>Total Number of Employees</u>	<u>Effective Date</u>
629. Sch Receptionist (11mo/40hpw)	Sch Receptionist (10.75mo/40hpw)	6	08/08/2011
630. Sch Secretary I (11mo/40hpw)	Sch Secretary I (10.75mo/40hpw)	2	08/08/2011
631. Sch Secretary I (10.5mo/40hpw)	Sch Secretary I (10.75mo/40hpw)	1	08/08/2011
632. Sch Secretary I (10.5mo/40hpw)	Sch Secretary I (10mo/40hpw)	14	08/25/2011
633. Sch Secretary I (10.5mo/17.5hpw)	Sch Secretary I (10mo/17.5hpw)	2	08/25/2011
634. Sch Secretary II (11mo/40hpw)	Sch Secretary II (10.75mo/40hpw)	6	08/08/2011
635. Sch Secretary II (10.5mo/40hpw)	Sch Secretary II (10mo/40hpw)	16	08/25/2011
636. Storekeeper/Delivery Driver (10mo/40hpw)	Storekeeper/Delivery Driver (9.5mo/40hpw)	4	10/01/2010
637. Theater Mgr (11mo/40hpw)	Theater Mgr (10.75mo/40hpw)	1	08/08/2011

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**PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING, August 8, 2011**  
**CERTIFICATED EMPLOYEES**

**ACCEPT RESIGNATIONS/TERMINATIONS**

<u>NAME</u>	<u>POSITION</u>	<u>REASON</u>	<u>DATE OF EMPLOYMENT</u>	<u>DATE OF SEPARATION</u>
1. Bean, Toby	Teacher	Retirement	09/05/1978	06/25/2011
2. Hornig, Timothy	Assistant Principal	Other Employment	08/27/2001	08/04/2011
3. Orndorff, Mathew	Teacher - LOA	LOA- Declined Employment	08/19/2005	06/30/2011
4. Rigg, Robert	Teacher	Retirement	10/02/1980	06/30/2011
5. Santoyo-Fletcher, Susan	Teacher	Retirement	09/29/1986	06/30/2011

**APPROVE EMPLOYMENT**

<u>NAME</u>	<u>1<sup>st</sup> YEAR TEMPORARY</u>	<u>ANNUAL SALARY</u>	<u>COLUMN/ STEP</u>	<u>EFFECTIVE DATE</u>
6. Espinosa, Soraya	Teacher (TWI)	\$57,057.00	C-3	09/01/2011
7. Flores, Julio	Teacher (TWI)	\$55,128.00	C-2	09/01/2011
8. Hogancamp, Yesenia	Teacher (TWI)	\$48,312.00	A-1	09/01/2011
9. Loera, Lorena	Teacher (TWI)	\$51,753.00	A-3	09/01/2011
10. Romo Higley, Rosa	Teacher (TWI)	\$48,312.00	A-1	09/01/2011
11. Sampson, Cheryl	ETAP II	\$75,134.00	C-11	09/01/2011

**APPROVE REEMPLOYMENT OF LAID OFF EMPLOYEE**

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>ANNUAL SALARY</u>	<u>COLUMN/ STEP</u>	<u>EFFECTIVE DATE</u>
12. Arthur, Jeanie	Teacher	\$63,868.00	D-4	09/06/2011
13. Becerra, Jesus	Teacher (TWI)	\$66,103.00	D-5	09/06/2011
14. Bowden, Joanna	Psychologist	\$77,869.00	P-2	08/18/2011
15. Brady, Christopher	Teacher	\$81,258.00	D-11	09/06/2011
16. Bristow-Shandro, Drew	Teacher	\$75,134.00	C-11	09/06/2011
17. Buckman, Jennifer	Teacher	\$62,358.00	B-7	09/06/2011
18. Casperson, Kathryn	Teacher	\$52,503.00	B-2	09/06/2011
19. Cheney, Daren	Teacher	\$68,149.00	A-11	09/06/2011



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PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING, August 8, 2011  
**CERTIFICATED EMPLOYEES**

**APPROVE REEMPLOYMENT OF LAID OFF EMPLOYEE (Cont.)**

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>ANNUAL SALARY</u>	<u>COLUMN/ STEP</u>	<u>EFFECTIVE DATE</u>
20.	Clark, Melissa	Psychologist	\$81,686.00	P-3	08/18/2011
21.	Collins, Erin	Psychologist	\$77,869.00	P-2	08/18/2011
22.	Comstock, Jessica	Teacher	\$66,103.00	D-5	09/06/2011
23.	Cracchiolo, Jenika	Teacher	\$61,121.00	C-5	09/06/2011
24.	Curley, Julie	Teacher	\$58,212.00	B-5	09/06/2011
25.	Derrig, Sophia	Teacher (TWI)	\$75,855.00	D-9	09/06/2011
26.	Derry, Patrick	Teacher	\$59,321.00	D-2	09/06/2011
27.	Diaz, Monica	Teacher (TWI)	\$50,003.00	A-2	09/06/2011
28.	Ewing, April	Teacher (TWI)	\$78,891.00	C-15	09/06/2011
29.	Farias, Sandra	Teacher (TWI)	\$61,121.00	C-5	09/06/2011
30.	Fernandez, Irma	Teacher	\$61,121.00	C-5	09/06/2011
31.	Glover, Bonita	Teacher	\$81,258.00	D-11	09/06/2011
32.	Gomez, Angelica	Teacher (TWI)	\$65,474.00	C-7	09/06/2011
33.	Gonzalez, Kristian	Psychologist	\$89,321.00	P-5	08/18/2011
34.	Grace, Jennifer	Teacher	\$72,593.00	C-10	09/06/2011
35.	Heinsen, Rebecca	Teacher	\$81,258.00	D-11	09/06/2011
36.	Hernandez, Norma	Teacher (TWI)	\$81,258.00	D-11	09/06/2011
37.	Hernandez, Reagan	Teacher	\$55,128.00	C-2	09/06/2011
38.	Hill, Stacy	Teacher	\$55,128.00	C-2	09/06/2011
39.	Jacques, Pierre	Teacher (TWI)	\$50,003.00	A-2	09/06/2011
40.	Junco, Juliana	Teacher (TWI)	\$55,439.00	A-5	09/06/2011
41.	Kavoossi, Karen	Teacher	\$81,258.00	D-11	09/06/2011
42.	Kolenic, Nicole	Teacher	\$70,812.00	D-7	09/06/2011
43.	Koseklla, Amelia	Psychologist	\$81,686.00	P-3	08/18/2011
44.	Kubly, Troy	Teacher	\$63,260.00	C-6	09/06/2011
45.	Le, Leslie	Teacher (TWI)	\$53,564.00	A-4	09/06/2011
46.	Leslie, Elizabeth	Teacher	\$57,057.00	C-3	09/06/2011
47.	McArdle, Robert	Teacher	\$65,474.00	C-7	09/06/2011
48.	Morrison, Catherine	Teacher (TWI)	\$85,321.00	D-15	09/06/2011
49.	Munson, Alyson	Psychologist	\$77,869.00	P-2	08/18/2011
50.	Narr, Cherise	Teacher (TWI)	\$52,503.00	B-2	09/06/2011
51.	Null, Laura	Teacher	\$57,057.00	C-3	09/06/2011
52.	O'Leary, Nathan	Psychologist	\$77,869.00	P-2	08/18/2011
53.	Ogden, Ashly	Teacher	\$55,128.00	C-2	09/06/2011
54.	Park, Wendy	Teacher	\$53,564.00	A-4	09/06/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT  
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PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING, August 8, 2011  
**CERTIFICATED EMPLOYEES**

**APPROVE REEMPLOYMENT OF LAID OFF EMPLOYEE (Cont.)**

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>ANNUAL SALARY</u>	<u>COLUMN/ STEP</u>	<u>EFFECTIVE DATE</u>
55. Paulsen, April	Teacher	\$85,321.00	D-15	09/06/2011
56. Perez, Carmen	Teacher (TWI)	\$53,564.00	A-4	09/06/2011
57. Phillips, Deanna	Teacher	\$68,417.00	D-6	09/06/2011
58. Pollin, Caitlin	Teacher	\$57,057.00	C-3	09/06/2011
59. Porter, Jacqueline	Teacher (TWI)	\$56,243.00	B-4	09/06/2011
60. Quinn, Cory	Teacher	\$70,138.00	C-9	09/06/2011
61. Rodriguez, Aimee	Teacher	\$52,503.00	B-2	09/06/2011
62. Sabad, Bernardo	Teacher (TWI)	\$81,258.00	D-11	09/06/2011
63. Sandoval, Rocio	Teacher (TWI)	\$81,258.00	D-11	09/06/2011
64. Saunders, Melissa	Teacher	\$55,128.00	C-2	09/06/2011
65. Styles, Karen	Teacher	\$51,753.00	A-3	09/06/2011
66. Summers, Nicole	Teacher	\$50,003.00	A-2	09/06/2011
67. Taylor, Julie	Teacher	\$65,474.00	C-7	09/06/2011
68. Theisen, Erin	Psychologist	\$81,686.00	P-3	08/18/2011
69. Thomas Mackey, Peggy	Teacher	\$68,417.00	D-6	09/06/2011
70. Todd, Mary	Teacher	\$57,379.00	A-6	09/06/2011

**APPROVE RETIRED ADMINISTRATOR ON SPECIAL ASSIGNMENT**

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>ANNUAL SALARY</u>	<u>EFFECTIVE DATE</u>
71. Lewis, Rachel	Parent Support Network	Daily per diem rate \$305.62	07/01/2011- 06/30/2012

**APPROVE SUBSTITUTE TEACHERS**

Pay @ \$90.00 per day

72. Ellis, Cadee	78. Mathew, Rajni
73. Fischer, Steven	79. Miedema, Benjamin
74. Idstein, Katrina	80. Morcos, Marc
75. Kaczmarczyk, Heatherann	81. Solarczyk-Riyhani, Evelyn
76. Kambs, Christi	82. Winninghoff, Claudia
77. Lyons, Erica	

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**APPROVE 6/5<sup>th</sup> ASSIGNMENT 2<sup>nd</sup> SEMESTER**

83. Eaton, Andrea

**APPROVE ASSIGNMENT ADJUSTMENTS**

<u>NAME</u>	<u>PREVIOUS ASSIGNMENT</u>	<u>NEW ASSIGNMENT</u>	<u>EFFECTIVE DATE</u>
84. Antonius, Lynda	Speech Pathologist – 90%	Speech Pathologist – 100%	07/01/2011
85. Bennett, Kathleen	Teacher	TOSA-Secondary ELS	07/01/2011
86. Buckman, Jonathan	RSP Teacher	TOSA-CAIS	07/01/2011
87. Cast, Jody	Teacher – 60%	Teacher – 100%	09/06/2011
88. Coulston, Jenifer	Speech Pathologist – 50%	Speech Pathologist – 60%	07/01/2011
89. Danenhauer, Jennifer	Psychologist – 80%	Psychologist – 60%	07/01/2011
90. Flowers, Aaron	Assistant Principal	Teacher	07/01/2011
91. Foster, Karin	Teacher-LOA	TOSA-Secondary	07/01/2011
92. Gilpin, James	Teacher – 100%	Teacher – 80%	07/01/2011
93. Lopinto, Steve	Teacher	ETAP I	09/06/2011- 06/21/2012
94. Mayer, Lisa	Teacher	ETAP I	09/06/2011- 06/21/2012
95. McDermott, Kimberly	Teacher	STAP I	07/01/2011- 06/30/2012
96. Orgeron, Dennis	Teacher	STAP I	07/01/2011- 06/30/2012
97. Palmer, Robin	ETAP I	TOSA-Education Technology	07/01/2011
98. Richtsmeier, Aundrea	Speech Pathologist – 70%	Speech Pathologist – 80%	07/01/2011
99. Robbin, Carter	Teacher – 100%	Teacher – 80%	07/01/2011
100. Sieling, Tara	Psychologist – 100%	Psychologist – 80%	07/01/2011
101. Valencia, Danielle	Teacher	ETAP I	09/06/2011- 06/21/2012
102. Van Der Wal, Katrina	Psychologist – 80%	Psychologist – 60%	07/01/2011
103. Volpe, Susan	Teacher – 60%	Teacher – 100%	07/01/2011

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**PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING, August 8, 2011**  
**CERTIFICATED EMPLOYEES**

**APPROVE PART-TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT**

<u>NAME</u>	<u>PREVIOUS ASSIGNMENT</u>	<u>NEW ASSIGNMENT</u>	<u>EFFECTIVE DATE</u>
104. Boomer, Joy	Teacher – 100%	Teacher – 50%	07/01/2011
105. Hertz, Madeleine	Teacher – 100%	Teacher – 60%	07/01/2011
106. Kiefer, Linda	Teacher – 100%	Teacher – 50%	07/01/2011
107. Mitchelle, Ronald	Teacher – 100%	Teacher – 80%	07/01/2011
108. Peet, Harlan	Teacher – 100%	Teacher – 60%	07/01/2011
109. Whiting, Carey	Teacher – 100%	Teacher – 50%	07/01/2011
110. Tucker, Maryann	Teacher – 80%	Teacher – 50%	07/01/2011

**APPROVE PARTNERSHIP TEACHING ASSIGNMENTS 2011/2012**

<u>NAME</u>	<u>SCHOOL</u>	<u>ASSIGNMENT</u>
111. Faulds, Deborah	Ambuehl Elem	50%
112. Smith, Laura	Ambuehl Elem	50%
113. Eberhart, Janis	Bathgate Elem	50%
114. Holley, Cindi	Bathgate Elem	50%
115. Schwartz, Roni	Benedict Elem	60%
116. Waddell, Jamie	Benedict Elem	40%
117. Brooks, Kimberly	Canyon Vista Elem	50%
118. Williams, Margaret	Canyon Vista Elem	50%
119. Guarino, Jody	Chaparral Elem	50%
120. Simpson, Lorinda	Chaparral Elem	50%
121. Reney, Gina	Chaparral Elem	40%
122. Russell, Sheryl	Chaparral Elem	60%
123. Goff, Jacquelyn	Crown Valley Elem	50%
124. Meckel, Connie	Crown Valley Elem	50%
125. Bazansky, Heidi	Don Juan Avila Elem	50%
126. Haubert, Lia	Don Juan Avila Elem	50%

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**CERTIFICATED EMPLOYEES**

**APPROVE PARTNERSHIP TEACHING ASSIGNMENTS 2011/2012 (Cont.)**

<u>NAME</u>	<u>SCHOOL</u>	<u>ASSIGNMENT</u>
127. Prince, Becke	Don Juan Avila Elem	50%
128. Willsey, Kathleen	Don Juan Avila Elem	50%
129. Baldwin, Jannifer	Carl Hankey Elem	50%
130. Chambers, Terry	Carl Hankey Elem	50%
131. Cole, Linda	Las Flores Elem	50%
132. Moss, Jennifer	Las Flores Elem	50%
133. Nye, Kelli	Lobo Elem	50%
134. Young, Marisa	Lobo Elem	50%
135. Lewis, Shelbi	John Malcom Elem	50%
136. Zaharek, Amy	John Malcom Elem	50%
137. Roulinavage, Deanna	Oak Grove Elem	50%
138. Seitz, Andrea	Oak Grove Elem	50%
139. Labushevicz, Louis	Oso Grande Elem	50%
140. Short, Gale	Oso Grande Elem	50%
141. Guthrie, Krista	Tijeras Creek Elem	50%
142. Mossbarger, Christine	Tijeras Creek Elem	50%
143. Sileci-Forney, Gina	Vista del Mar Elem	50%
144. Weber, Pamela	Vista del Mar Elem	50%

**APPROVE SUMMER SCHOOL**

145. High School Teachers – Tesoro HS  
Not to exceed 115 hours instructional pay @ \$35.00 per hour 06/27/2011-07/29/2011  
Not to exceed 23 hours non-instructional pay @ \$30.00 per hour
146. Administrators – District Wide  
Not to exceed 115 hours pay @ \$55.00 per hour 07/01/2011-07/29/2011

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PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING, August 8, 2011  
**CERTIFICATED EMPLOYEES**

**APPROVE SUMMER SCHOOL (Cont.)**

147. Summer Algebra Intervention Program – Education Services  
Not to exceed 8 hours instructional pay @ \$35.00 per hour 06/30/2011-08/04/2011  
Not to exceed 16 hours non-instructional pay @ \$30.00 per hour
148. Nurse – Special Education  
Not to exceed 78 hours non-instructional pay @ \$30.00 per hour 06/27/2011-07/29/2011
149. Speech Pathologist – Special Education  
Not to exceed 110 hours instructional pay @ \$35.00 per hour 06/01/2011-07/29/2011  
Or hourly per diem rate, whichever is greater  
Not to exceed 8 hours non-instructional pay @ \$30.00 per hour
150. Extended School Year – Special Education  
Not to exceed 120.75 hours instructional pay @ \$35.00 per hour 06/01/2011-07/29/2011  
Or hourly per diem rate, whichever is greater  
Not to exceed 10 hours non-instructional pay @ \$30.00 per hour  
Not to exceed 18 total hours pay @ \$18.00 per hour
151. Summer School Teachers – Summer School  
Not to exceed 6 hours non-instructional pay @ \$30.00 per hour 06/24/2011-06/30/2011
- Coordinate and Administer Title I Summer Program – Las Palmas Elem  
Not to exceed 40 hours non-instructional pay @ \$30.00 per hour  
08/08/2011-08/19/2011
152. Barrosa, Maria
- Prep for Summer Curriculum for English Learners – Las Palmas Elem  
Not to exceed 10 hours non-instructional pay @ \$30.00 per hour  
05/16/2011-06/23/2011
153. Gomez, Martha 154. Ririe, Martha

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**CERTIFICATED EMPLOYEES**

**APPROVE SUMMER SCHOOL (Cont.)**

Summer Intervention and Summer School – Las Palmas Elem

Not to exceed 30 hours instructional pay @ \$35.00 per hour

Not to exceed 15 hours non-instructional pay @ \$30.00 per hour

Not to exceed 35 hours pay @ \$18.00 per hour

08/08/2011-08/19/2011

155. Acero-Ramirez, Teresa

156. Brannam, Andrea

157. Cornejo, Eduardo

158. Gomez, Martha

159. Gutierrez, Stephanie

160. Hogancamp, Yesenia

161. O'Husky, Carrie

162. Paz Soldan, Paola

163. Rhodes, Mariella

164. Sandoval-Martinez, Angelica

165. Shea, Dawn

166. Skelly, Barbara

Prep and Teach Summer School – Viejo Elem

Not to exceed 24 hours instructional pay @ \$35.00 per hour

Not to exceed 2 hours non-instructional pay @ \$30.00 per hour

Not to exceed 24 hours pay @ \$18.00 per hour

08/15/2011-08/25/2011

167. Capozzi, Holly

168. Farias, Sandra

169. Ibrahimi, Lori

170. O'Halloran, Karen

171. Price, Barbara

172. Stadel, Kari

Summer Program Coordinator – Viejo Elem

Not to exceed 35 hours non-instructional pay @ \$30.00 per hour

08/15/2011-08/25/2011

173. Becerra, Jesus

Prep for Summer Program – Marco Forster MS

Not to exceed 8 hours pay @ \$55.00 per hour

07/25/2011-08/01/2011

174. Cadieux, Jan

Administrator – Tesoro HS

Not to exceed 62.5 hours pay @ \$55.00 per hour

07/01/2011-07/29/2011

175. Reed, Heidi

176. Zendner, Ann

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**CERTIFICATED EMPLOYEES**

**APPROVE SUMMER SCHOOL (Cont.)**

Summer School – Adult Education

Not to exceed 19.5 hours per week pay @ \$32.00 per hour  
06/27/2011-07/29/2011

177. Hillabrant, Jill

Plan, Prep and Teach Summer Algebra Intervention Program – Education Services

Not to exceed 18 hours instructional pay @ \$35.00 per hour  
Not to exceed 129 hours non-instructional pay @ \$30.00 per hour  
04/11/2011-08/04/2011

178. David Chamberlain

Extended School Year Home Hospital – Special Education

Not to exceed 69 hours pay @ hourly per diem rate  
07/01/2011-07/29/2011

179. Butler, Susan

183. Morgan, Shauna

180. Kenney, Valerie

184. Rodriguez, Michelle

181. Manzotti, Maria

185. Styles, Karen

182. Meissner, Andrea

186. Terhune, Cynthia

Extended School Year Program Coordinator – Special Education

Not to exceed 200 hours pay @ \$55.00 per hour  
07/01/2011-08/30/2011

187. Pettey, Stephanie

Extended School Year Administrator – Summer School

Not to exceed 25 hours pay @ \$55.00 per hour  
07/08/2011-07/29/2011

188. Aguilera, Dana

**APPROVE ADDITIONAL ASSIGNMENTS**

189. Thinking Maps Training – San Juan Elem

Not to exceed 6 hours non-instructional pay @ \$30.00 per hour      08/31/2011-09/09/2011



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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

Pre-Assessment for Incoming Kindergarten Students – Multiple Sites

Not to exceed 12 hours instructional pay @ \$35.00 per hour

08/01/2011-09/01/2011

- |                          |                       |
|--------------------------|-----------------------|
| 190. Abbott, Amy         | 200. Nieto, Lillian   |
| 191. Brown, Kellie       | 201. Rice, Susan      |
| 192. Cheatley, Shannon   | 202. Ridgway, Damon   |
| 193. Clark, Laurie       | 203. Rose, Stephany   |
| 194. Galloway, Vicki     | 204. Shultz, Michelle |
| 195. Gilstrap, Tiffany   | 205. Snyderman, Jill  |
| 196. Imlay-Markel, Erika | 206. Stamen, Barbara  |
| 197. Ingraham, Keelie    | 207. Walker, Lori     |
| 198. Kilker, Cheryl      | 208. Weller, Debra    |
| 199. Martin, Loretta     | 209. Yaple, Deborah   |

Lead SIOP Initiative Team Preparation – Del Obispo Elem

Not to exceed 3 hours non-instructional pay @ \$30.00 per hour

06/10/2011-06/23/2011

- |                          |                       |
|--------------------------|-----------------------|
| 210. Allen Carol         | 212. Nelson, Patricia |
| 211. Ettinger, Stephanie | 213. Wilson, Cynthia  |

Grade Level Lead Teacher – Kinoshita Elem

Not to exceed 15 hours non-instructional pay @ \$30.00 per hour

09/07/2011-06/24/2012

- |                       |                      |
|-----------------------|----------------------|
| 214. Alapag, Joice    | 217. Johnson, Marsha |
| 215. Cortez, Jennifer | 218. Regan, Lynda    |
| 216. Duarte, Amy      | 219. Ridgway, Damon  |

Prep as DII Coach for Title I Students – Kinoshita Elem

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour

09/07/2011-06/24/2012

- |                    |                          |
|--------------------|--------------------------|
| 220. Alapag, Joice | 223. Hutchinson, Jessica |
| 221. Arndt, Terri  | 224. Johnson, Marsha     |
| 222. Biggs, Stacy  | 225. Ridgway, Damon      |

Leadership – Las Palmas Elem

Not to exceed 1 hour non-instructional pay @ \$30.00 per hour

06/01/2011-06/23/2011

226. Sandoval, Anjelica

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**CERTIFICATED EMPLOYEES**

**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

Indian Education Activities – Lobo Elem

Not to exceed 40 hours instructional pay @ \$35.00 per hour  
09/06/2011-06/21/2012

227. Richardson, Kimberly

228. Thomas, Kogee

Teacher Support/Mentorship – Marblehead Elem

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour  
06/03/2011-06/23/2011

229. Randle, Liessa

Math Intervention – Aliso Viejo MS

Not to exceed 39 hours instructional pay @ \$35.00 per hour  
11/15/2010-05/31/2011

230. Herbold, Keith

Family Life Class – Bernice Ayer MS

Not to exceed 1.5 hours instructional pay @ \$35.00 per hour  
06/09/2011

231. Demers, Jerry

Intervention Teacher – Marco Forster MS

Not to exceed 220 hours pay @ \$18.00 per hour  
05/01/2011-06/22/2011

232. Singletary, Milinda

Saturday School – Aliso Niguel HS

Not to exceed 20 hours instructional pay @ \$35.00 per hour  
09/11/2010-06/22/2011

233. Buckman, Andrea

235. Harris, Robert

234. Gonzalez, Armando

236. Weinstein, Dave

AP Test Proctor – San Clemente HS

Not to exceed 55 hours pay @ \$18.00 per hour  
05/03/2011-05/24/2011

237. Jobst, Steve

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

ELD Advisor – Education Services

Not to exceed 15 hours non-instructional pay @ \$30.00 per hour  
09/01/2010-06/30/2011

238. Atilano, Adeena  
239. Doane, Michele

240. Marrinan-Ahmer, Kathryn

Not to exceed 30 hours non-instructional pay @ \$30.00 per hour  
09/07/2011-06/22/2012

241. Bell, Elizabeth

Provide Home Hospital Instruction – Education Services

Not to exceed 120 hours instructional pay @ \$35.00 per hour  
04/20/2011-09/06/2011

242. Arsala, Mariam  
243. Faeta, Keiko  
244. Herwig, Chris  
245. Katnik, Lorie  
246. Meissner, Andrea

247. Place, Sue  
248. Sauer, Patricia  
249. Schneiderman, Pamela  
250. Taylor, Pamela

Nutrition – Food and Nutrition

Not to exceed 20 hours pay @ \$18.00 per hour  
07/01/2011-06/30/2012

251. Burke, Carol

Pre-Deposition and Deposition – Insurance

Not to exceed 4.5 hours non-instructional pay @ \$30.00 per hour  
04/07/2011-04/08/2011

252. Schultz, Donald

Analyze Credential Requirements for Curriculum – Special Education

Not to exceed 20 hours non-instructional pay @ \$30.00 per hour  
07/01/2011-07/30/2011

253. Bene, Cheri

Medi-Cal Liaison – Special Education

Not to exceed 55 hours non-instructional pay @ \$30.00 per hour  
07/01/2011-06/30/2012

254. Lipsett, Robert

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PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING, August 8, 2011  
**CERTIFICATED EMPLOYEES**

**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

Preschool Bilingual/Student Assessments – Special Education

Not to exceed 40 hours pay @ hourly per diem rate

04/16/2011-04/30/2011

255. Antonius, Lynda

256. Casteel, Janice

Speech Pathologist – Special Education

Not to exceed 112.5 hours instructional pay @ \$35.00 per hour

Or hourly per diem rate, whichever is greater

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour

06/01/2011-07/29/2011

257. Hutchinson, Barbara

258. Slipakoff, Robyn

**APPROVE LEAVES OF ABSENCE**

<u>NAME</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
259. Nowell, Diana	Personal	2011-2012

