

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

BOARD OF TRUSTEES
Regular Meeting

March 28, 2012

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

AGENDA

CLOSED SESSION AT 5:30 P.M.

1. CALL TO ORDER

2. CLOSED SESSION COMMENTS

3. CLOSED SESSION (as authorized by law)

A. STUDENT EXPULSIONS

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

EXHIBITS 3A1-A18

B. CONFERENCE WITH LEGAL COUNSEL–PENDING LITIGATION

Superior Court, County of Orange
Central Justice Center
Case No: 30-2011 00498422
(Pursuant to Government Code §54956.9{a})

C. CONFERENCE WITH LEGAL COUNSEL–EXISTING LITIGATION EXHIBIT 3C

Last v. Commission on Professional Competence
OCSC Case No. 30-2011-00444363
(Pursuant to Government Code §54956.9{a})

D. CONFERENCE WITH LABOR NEGOTIATORS

Joseph M. Farley/Jodee Brentlinger/Tim Holcomb/Robyn Phillips/
Julie Hatchel/Sara Jocham/Jeff Bristow
Employee Organizations:
1) Capistrano Unified Education Association (CUEA)
2) California School Employees Association (CSEA)
3) Teamsters
4) Unrepresented Employees (CUMA)
(Pursuant to Government Code §54957.6)

E. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

Director VI, Personnel Services
(Pursuant to Government Code §54957)

EXHIBIT 3E

F. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

(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.

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA – ROLL CALL

REPORT ON CLOSED SESSION ACTION

SPECIAL RECOGNITIONS

*Courtney Faye Smith – Assisting with the Development of Courtney's Sand Castle
SchoolsFirst Federal Credit Union – 2011-2012 Contributions to Schools*

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

DISCUSSION/ACTION ITEMS

1. REPORT ON DISTRICT FUNDING FROM REDEVELOPMENT AGENCIES IN MISSION VIEJO, SAN JUAN CAPISTRANO, AND SAN CLEMENTE:

The Board of Trustees will receive an update on redevelopment agency funding from redevelopment agencies in the cities of Mission Viejo, San Juan Capistrano, and San Clemente. The report will include data on the impact of the recent dissolution of the agencies, how redevelopment revenues are expended, and how funds may address current facility needs.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Robyn Phillips, Interim Deputy Superintendent, Business and Support Services

Staff Recommendation

It is recommended the Board President recognize Robyn Phillips, Interim Deputy Superintendent, Business and Support Services, who will provide information on this item and answer any questions Trustees may have. This is an information item and no Board action is necessary.

INFORMATION/
DISCUSSION
Page 1
EXHIBIT 1

2. SUPPLEMENTARY RETIREMENT PLAN FOR CERTIFICATED NON-MANAGEMENT EMPLOYEES:

On January 25, 2012, the Board of Trustees approved Resolution No. 1112-30 authorizing the implementation of a Supplementary Retirement Plan for certificated non-management employees retiring on June 30, 2012. As a condition of approval, the item was to be brought back before Trustees to confirm that the plan would generate savings and help the District achieve the spending reductions necessary for a balanced budget for 2012-13. At that time, it was projected 137 participants would generate savings of \$600,000 for the District. The enrollment period closed on March 16, 2012. A total of 158 employees have enrolled in the plan and submitted their papers to retire on June 30, 2012, contingent upon the plan proceeding. By comparison only 26 retirements were realized in June 2011.

DISCUSSION/
ACTION
Page 3
EXHIBIT 2

Updated estimates based on the actual participants indicate the District will realize savings of \$893,450 in 2012-13. Over the course of five years, the District will save an estimated \$2,861,507. The savings are examined in greater detail in the exhibit for this item.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Staff Recommendation

It is recommended the Board President recognize Jodee Brentlinger, Assistant Superintendent, Personnel Services, and Robyn Phillips, Interim Deputy Superintendent, Business Services, to present this item.

It is recommended the Board of Trustees approve authorizing the implementation of the PARS fixed annuity plan for certificated non-management employees commencing with the 2012-13 fiscal year.

Motion by _____ Seconded by _____

3. CSEA TENTATIVE AGREEMENT:

Approval of the tentative agreement between the District and the California School Employee (CSEA) Association, Chapter 224. Since there is no financial impact of this agreement for the 2011-2012 school year, the District was not required to submit a Public Disclosure of Collective Bargaining Agreement to the Orange County Department of Education.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Staff Recommendation

It is recommended the Board President recognize Jodee Brentlinger, Assistant Superintendent, Personnel Services to present this item.

Following discussion, it is recommended the Board of Trustees approve the tentative agreement with CSEA for July 1, 2011- June 30, 2012.

Motion by _____ Seconded by _____

4. MEMORANDUM OF UNDERSTANDING WITH ORANGE COUNTY HEALTH CARE AGENCY FOR EDUCATIONALLY RELATED MENTAL HEALTH SERVICES:

Under Assembly Bill 3632, county mental health agencies had the responsibility of providing mental health services for students with special needs. AB 3632 was repealed in October 2010, with school districts assuming the responsibility for these services. The State Legislature identified the 2011-2012 fiscal year as a transition year and provided one-time funding to county mental health departments through AB 100 to shift services from county mental health to school districts. This funding is contingent upon a Memorandum of Understanding (MOU) between school districts and the Orange County Health Care Agency (OCHCA). In July 2011, the District signed a letter of intent with OCHCA to continue mental health services for students while a MOU was negotiated. Representatives from the Orange County Special Education Local Plan Areas met with OCHCA officials to develop the MOU that was approved by the Orange County Board of Supervisors on February 7, 2012.

DISCUSSION/
ACTION
Page 17
EXHIBIT 3

DISCUSSION/
ACTION
Page 21
EXHIBIT 4

OCHCA will receive approximately \$8.2 million of AB 100 funds that are not accessible to school districts without a MOU with OCHCA. OCHCA estimates its funding will be exhausted by the end of March 2012. It is anticipated the District will owe OCHCA an additional \$500,000 for educationally related mental health services through the end of the 2011-2012 fiscal year. Expenditures will be paid out of the Special Education Mental Health Grant funds.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations

Staff Recommendation

It is recommended the Board President recognize Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations, to present this item.

Following discussion, it is recommended the Board of Trustees approve the MOU with OCHCA for the 2011-2012 fiscal year.

Motion by _____ Seconded by _____

5. SCHOOL BOARD MEETING SCHEDULE FOR JANUARY THROUGH JUNE:

Regular Board meetings are held on the second Monday and fourth Wednesday of each month. This agenda item presents to the Board of Trustees the proposed schedule of meetings for the period January through June 2013. Only one meeting was scheduled in April due to Spring Recess.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Joseph M. Farley, Superintendent

Staff Recommendation

It is recommended the Board of Trustees approve the proposed January through June 2013 School Board Meeting Schedule.

Motion by _____ Seconded by _____

DISCUSSION/
ACTION
Page 33
EXHIBIT 5

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

6. SCHOOL BOARD MINUTES:

Approval of the minutes of the March 12, 2012, regular Board meeting.

Contact: Jane Boos, Manager, Board Office Operations

Page 35
EXHIBIT 6

CURRICULUM & INSTRUCTION

7. EXPULSION READMISSIONS:

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

CUSD Strategic Plan Pillar 2: Safe and Healthy Schools

Contact: Julie Hatchel, Assistant Superintendent, Education Services

BUSINESS & SUPPORT SERVICES

8. **PURCHASE ORDERS, COMMERCIAL WARRANTS, AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS:** Page 41
EXHIBIT 8
Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2). The expenditures related to the listed purchase orders and commercial warrants included in this item were previously authorized as part of the District's budget approval process. The purchase orders total \$1,444,727.67; the commercial warrants total \$4,938,487.38. Attachment 3 is a list of previously Board-approved bids and contracts to assist in the review of the purchase order and commercial warrant listings.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services
9. **DONATION OF FUNDS AND EQUIPMENT:** Page 69
EXHIBIT 9
A number of gifts have been donated to the District, including \$244,321.79 in cash. These funds will be deposited in the appropriate school accounts. Items other than cash gifts have no financial impact on the budget. The District does not guarantee maintenance of those items or the expenditure of any District funds for their continued use.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Robyn Phillips, Interim Deputy Superintendent, Business and Support Services
10. **EMPLOYMENT CONTRACT, DEPUTY SUPERINTENDENT, BUSINESS AND SUPPORT SERVICES:** Page 73
EXHIBIT 10
Approval of the employment contract for Dr. John W. Pappalardo, Deputy Superintendent, Business and Support Services. Trustees approved the employment of Dr. John W. Pappalardo by a unanimous vote in closed session at the March 12, 2012, Board meeting.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services
11. **SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION AGREEMENT:**
Approval of the ratification of a special education Informal Dispute Resolution (IDR) agreement. It is recommended the Board of Trustees ratify IDR case #13712. Due to the confidential nature of the agreement, supporting information is provided to the Trustees under separate cover.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations
12. **SPECIAL EDUCATION SETTLEMENT AGREEMENT:**
Approval of special education settlement agreement #2012010150. Due to the confidential nature of the agreement, supporting information is provided to the Trustees under separate cover.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations
13. **AMENDMENT TO A SPECIAL EDUCATION SETTLEMENT AGREEMENT:**
Approval of an amendment to a special education settlement agreement case #2010120293. Due to the confidential nature of the agreement, supporting information is provided to the Trustees under separate cover.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations

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|-----|---|--|
| 14. | <p>INDEPENDENT CONTRACTOR AGREEMENT – INSTRUCTIONAL SCIENCE TO GO CLASSES, DISCOVERY SCIENCE CENTER:</p> <p>Approval of an Independent Contractor Agreement with Discovery Science Center to provide instructional Science to Go classes for third grade students at Oso Grande Elementary School. The contractor will provide services at the rates indicated on the fee schedule, paid by PTA funds. Expenditures are limited to \$2,300.</p> <p><i>CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment</i></p> <p><i>Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services</i></p> | <p>Page 79</p> <p>EXHIBIT 14</p> |
| 15. | <p>EXTENSION OF AGREEMENT FOR RFQ NO. 6-1011, SPECIAL TAX CONSULTING SERVICES FOR PUBLIC FINANCING – DAVID TAUSSIG & ASSOCIATES, INCORPORATED:</p> <p>Approval of the extension of the agreement for special tax consulting services to be provided by David Taussig & Associates, Incorporated. The vendor was sent a letter requesting reduced pricing for the contract renewal term, April 12, 2012, through April 11, 2013. David Taussig & Associates has offered a reduced per parcel charge from \$1.70 per parcel to \$1.65 per parcel. As part of the contract negotiations last year, the vendor reduced its hourly rates by approximately eight percent. There will be no increase in the hourly rates for this contract renewal period. This contract provides for special tax consulting services described in the tasks outlined in the attached agreement. Expenditures utilizing this contract are not to exceed \$150,000, funded directly with CFD funds. Each CFD is self-sustaining and funded through its annual tax levy. Any work associated with the annual tax levy can be paid from the CFD administrative expense fund.</p> <p><i>CUSD Strategic Plan Pillar 5: Effective Operations</i></p> <p><i>Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services</i></p> | <p>Page 89</p> <p>EXHIBIT 15</p> |
| 16. | <p>EXTENSION OF AGREEMENT FOR SURVEYING AND CONSTRUCTION ENGINEERING SERVICES – GUIDA SURVEYING, INCORPORATED:</p> <p>Approval of the extension of the agreement for surveying and construction engineering services to be provided by Guida Surveying, Incorporated. The vendor has agreed to maintain the same discounted pricing negotiated last year. This contract provides for surveying and construction engineering services, on an as-needed basis, related to the various projects currently under construction. Expenditures utilizing this contract are limited to \$60,000, funded by the various project funds.</p> <p><i>CUSD Strategic Plan Pillar 5: Effective Operations</i></p> <p><i>Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services</i></p> | <p>Page 105</p> <p>EXHIBIT 16</p> |
| 17. | <p>ADVERTISE BID NO. 1112-14 - NEWHART MIDDLE SCHOOL MULTI-PURPOSE ROOM EXPANSION PROJECT:</p> <p>Approval to advertise for bids for the Newhart Middle School's Multi-Purpose Room Expansion Project. On September 14, 2010, the Board of Trustees approved the preliminary project scope and budget estimate, tentative project schedule, and authorized PJHM Architects to develop project plans and submit for Division of State Architect (DSA) approval. The plans were submitted to DSA for review, and project approval was received on December 7, 2011. The total estimated cost to design and construct the multi-purpose room expansion is approximately \$1,015,000, funded from a combination of CFD 87-1 funds and State Facilities Program Modernization funds.</p> <p>Due to the physical size of the plans and project manual, the documentation will be available for review in the Purchasing Department. If you wish to review the documents, please contact Terry Fluent, Director of Purchasing, at (949) 234-9436.</p> <p><i>CUSD Strategic Plan Pillar 5: Effective Operations</i></p> <p><i>Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services</i></p> | |

- 18. ADVERTISE BID NO. 1112-15 – REFURBISHED COMPUTER EQUIPMENT:**
Approval to advertise for bids for refurbished computer equipment. This bid will be utilized to purchase previously leased or refurbished computer equipment such as desktops, laptops, monitors, and accessories. The bid will provide a cost-effective means for maintaining current technology levels in schools and departments while achieving savings by standardizing hardware and streamlining support operations throughout the District. Estimated annual expenditure utilizing this contract is \$100,000 funded by site funds, gift funds, grants, and the general fund.

Due to the size of the file, the documentation will be posted online on the District Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services

- 19. ADVERTISE BID NO. 1213-01 – PLUMBING SERVICE:**

Approval to advertise for bids for plumbing service. This bid will be utilized for emergency, on-call plumbing services. This contract will provide competitive, set pricing for maintenance and repair work for all sites within the District. The total expenditures under this contract are estimated to be \$150,000, which will be funded from the deferred maintenance account and the routine restricted maintenance account.

Due to the size of the file, the documentation will be posted online on the District Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services

- 20. ADVERTISE BID NO. 1213-02 – WEED ABATEMENT SERVICE:**

Approval to advertise for bids for weed abatement service. This contract will provide competitive, set pricing for weed abatement, on an as-needed basis, at all sites throughout the District. The total expenditures under this contract are estimated to be \$100,000, which will be funded from the deferred maintenance account and the routine restricted maintenance account.

Due to the size of the file, the documentation will be posted online on the District Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services

- 21. RATIFICATION CHANGE ORDER #2 – BID NO. 1011-15, SAN JUAN HILLS HIGH SCHOOL STADIUM PHASE II:**

Approval of the ratification of change order #2 related to the stadium at San Juan Hills High School. In a previous action, the Board of Trustees delegated to the Superintendent the authority to approve work orders changing the cost of construction contracts, provided the cost does not exceed \$25,000 per individual work order. This change order aggregates various work orders that may consist of additions, deletions, or other revisions that are now being presented to the Board of Trustees for ratification. All such changes in the work are performed under applicable conditions of the change in contract documents. The approved work orders and the resulting change order are shown in the exhibit. The original contract sum was \$1,640,000. The new contract sum including change orders through #2 is \$1,704,033.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services

22. RATIFICATION CHANGE ORDER #6 – BID NO. 1011-11, CAPISTRANO VALLEY HIGH SCHOOL PERFORMING ARTS THEATER:

Approval of the ratification of change order #6 related to the theater at Capistrano Valley High School. In a previous action, the Board of Trustees delegated to the Superintendent the authority to approve work orders changing the cost of construction contracts, provided the cost does not exceed \$25,000 per individual work order. This change order aggregates various work orders that may consist of additions, deletions, or other revisions that are now being presented to the Board of Trustees for ratification. All such changes in the work are performed under applicable conditions of the change in contract documents. The approved work orders and the resulting change order are shown in the exhibit. The original contract sum was \$11,975,007. The new contract sum including change orders through #6 is \$12,110,539.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services

23. LOS ANGELES UNIFIED SCHOOL DISTRICT BID NO. IFB C-1030, SWIMMING POOL CHEMICALS – WATERLINE TECHNOLOGIES, INCORPORATED:

Approval to utilize the Los Angeles Unified School District Bid No. IFB C-1030 for the purchase of swimming pool chemicals from Waterline Technologies, Incorporated, as needed, under the same terms and conditions as that public agency's contract. This contract provides competitive pricing and allows staff to streamline the procurement process. Anticipated annual expenditures utilizing this contract are approximately \$150,000 funded by routine restricted maintenance. 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 staff effort, time, and bidding costs. It often provides lower prices than a single jurisdiction would be able to obtain.

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

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services

24. STATE OF MINNESOTA, DEPARTMENT OF ADMINISTRATION, NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS, AND WESTERN STATES CONTRACTING ALLIANCE CONTRACT NO. B27161 AWARDED TO EMC CORPORATION, CALIFORNIA PARTICIPATING ADDENDUM, PURCHASES THROUGH EMC OR THE EMC AUTHORIZED BUSINESS PARTNERS:

Approval to utilize the State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corporation, and approved for usage in the State of California pursuant to the California Participating Addendum, for the purchase of computer equipment, peripherals, and related services. The District can utilize such contracts pursuant to California Public Contract Code §10298, 10299, and 12100 et. seq. without going to bid.

The contract prices offered by EMC Corporation have been assessed to be fair, reasonable, and competitive. District staff has determined that it is in the best interest of the District to utilize the contract awarded to EMC Corporation. As allowed under the California Participating Addendum, the District will purchase from AMS.Net, CDW-G, and FusionStorm. These vendors have been approved as an EMC Corporation authorized business partner, qualified and authorized to receive purchase orders, invoice, and receive payments, on behalf of EMC Corporation. Annual expenditures utilizing this contract are limited to \$500,000 for the purchase of computer equipment, peripherals, and related services, funded by the general fund.

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

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services

25. GENERAL RETAINER AGREEMENT – LEGAL SERVICES, OLSON, HAGEL & FISHBURN, LLP:

Page 147
EXHIBIT 25

Approval of a general retainer agreement with Olson, Hagel & Fishburn, LLP to provide legal services related to the reallocation of property tax revenues by Orange County. School districts have agreed to collectively retain outside legal counsel to represent them in any potential litigation that may result from the County of Orange's reallocation of property taxes. The firm will provide services at the rates indicated on the fee schedule. The first \$10,000 in fees will be paid by Orange County Department of Education. Any additional fees shall be apportioned to the District based on the average daily attendance at the percentage shown in Exhibit A of the agreement. Expenditures are limited to \$5,000.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Robyn S. Phillips, Interim Deputy Superintendent, Business and Support Services

PERSONNEL SERVICES

26. RESIGNATIONS/RETIREMENTS/EMPLOYMENT–CLASSIFIED EMPLOYEES:

Page 157
EXHIBIT 26

Approval of the activity list for employment, separation, and additional assignments of classified employees. These positions will be charged to the appropriate fund and are included in the adopted budget.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

27. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:

Page 165
EXHIBIT 27

Approval of the activity list for employment, separation, and additional assignments of certificated employees. These positions will be charged to the appropriate fund and are included in the adopted budget.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Motion by _____

Seconded by _____

ROLL CALL:

Student Advisor Ryan Pallas _____

Trustee Addonizio _____

Trustee Alpay _____

Trustee Brick _____

Trustee Bryson _____

Trustee Hatton _____

Trustee Palazzo _____

Trustee Pritchard _____

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

ADJOURNMENT

Motion by _____

Seconded by _____

THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS WEDNESDAY, APRIL 25, 2012, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA

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

www.capousd.org

INSTRUCTIONS FOR PRESENTATIONS TO THE BOARD BY PARENTS AND CITIZENS PRESENT AT THIS MEETING

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

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

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

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

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

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

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

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

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

REASONABLE ACCOMMODATION

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 28, 2012

**REPORT ON DISTRICT FUNDING FROM REDEVELOPMENT AGENCIES IN
MISSION VIEJO, SAN JUAN CAPISTRANO, AND SAN CLEMENTE**

BACKGROUND INFORMATION

The District receives approximately \$2.5 million revenue annually from three redevelopment agencies:

- Mission Viejo RDA – pass-through agreement with city
- San Juan Capistrano RDA – pass-through agreement with city
- San Clemente RDA – statutory 2% entitlement per AB 1290

These funds can be used to address District facility needs within their respective cities, consistent with the pass-through agreements negotiated with the cities of Mission Viejo and San Juan Capistrano, and consistent with statutory law for San Clemente.

Redevelopment funds from the San Juan Capistrano RDA are committed entirely to the repayment of the portion of the 2002 COP for the new Education Center. Because redevelopment revenues are not sufficient to pay the full cost, the difference is funded from various CFD funds with agreements that provide for the cost of district-wide support facilities.

Similarly, development funds from the Mission Viejo RDA are committed for the portion of the COP debt service for facility improvements at Capistrano Valley High School and Newhart Middle School. The balance of the funds is available for other facility needs within the city of Mission Viejo.

No plan has been developed for the small amount of redevelopment funding generated by the San Clemente RDA and none of these revenues have been spent to date.

CURRENT CONSIDERATIONS

In 2001 the California Legislature passed legislation barring redevelopment agencies from engaging in new business and providing for their dissolution. On December 29, 2011, the California Supreme Court upheld the provisions of this legislation against a legal challenge. As a result redevelopment agencies ceased to exist as of February 1, 2012.

These changes raise several issues for the District. First, how are the redevelopment revenues received by the District impacted by these changes? In particular, will the ability of the District to repay the 2002 COP obligations be put at risk? What funds, if any, are available to address other District facility needs?

FINANCIAL IMPLICATIONS

The District has debt service obligations through the year 2023 for the repayment of the 2002 Certificates of Participation issued to fund construction of the new Education Center and facility improvements at Capistrano Valley High School and Newhart Middle School. Redevelopment revenue has provided the primary funding source for the repayment of principal and interest on the COP of approximately \$2.2 million annually. A significant decrease in redevelopment revenues could require the District to identify alternative funding sources, including the General Fund.

Current balances in the redevelopment fund accounts stands at \$5.64 million. The report examines the funds available to address other facility needs, allowing for COP obligations and other commitments.

STAFF RECOMMENDATION

It is recommended the Board President recognize Robyn Phillips, Interim Deputy Superintendent, Business and Support Services, who will provide information on this item and answer any questions the Trustees may have. This is an information item only and no Board action is necessary.

**Report on District Funding From
Redevelopment Agencies In
Mission Viejo, San Juan Capistrano, and San Clemente**

This report was written at the request of the Board of Trustees
of the Capistrano Unified School District

Prepared by
Dr. Robyn S. Phillips
Interim Deputy Superintendent

March 22, 2012

Introduction

This report provides an update on redevelopment funding received by the district from redevelopment agencies in the cities of Mission Viejo, San Juan Capistrano and San Clemente. The report specifically addresses the impact of the recent dissolution of redevelopment agencies on District revenues and on the funding available for the repayment of the 2002 COP obligations. The report also reviews how District redevelopment funds have been expended and what funds may be available to address other facility needs.

The report reflects a review of District documents from 2002 through 2012 related to redevelopment funding and the 2002 COP. The assessment of the impact from the recent dissolution of redevelopment agencies incorporates information from the Orange County Department of Education, School Services of California, and from other independent sources, including conversations with redevelopment experts Alex Bowie, with the law firm of Bowie, Arneson, Wiles, and Giannone, and with Dante Gumucio of Public Economics Incorporated, to clarify the impact for this District.

Key Findings and Recommendations

- The District receives approximately \$2.5 million annually from three redevelopment agencies:
 - Mission Viejo RDA
 - San Juan Capistrano RDA
 - San Clemente RDA
- The use of funds from the first two RDAs is closely intertwined with the Certificates of Participation (COP) issued in 2002 to fund improvements at two schools plus construction of the Education Center on Valle Road.
- The immediate impact from the recent legislation and court decision dissolving redevelopment agencies should be relatively minor. The District will continue to receive pass-through funding from the city as before. However, the growth in redevelopment revenues will be slower than previously anticipated since no new redevelopment projects will be started. It is also possible that the term of the RDA agreements could be shortened or the dollar amount reduced over time. Revenue projections were last done in 2007 prior to the economic downturn and should be updated to assure that sufficient revenue will be available to meet COP obligations through 2026.
- Redevelopment revenues are deposited into three separate accounts maintained within Fund 40, Special Reserve for Capital Projects. Expenditures are audited by the Orange County Department of Education. While the majority of redevelopment funding has been committed to repay the 2002 COP obligation, the balance is available for school facility improvement projects within the respective cities. Specifically some limited funding is

available now and in future years to address facility needs in Mission Viejo and a small amount in San Clemente, but not in San Juan Capistrano. The cash-flow projections should be updated prior to making commitments for other projects.

- It is recommended the District contract with qualified experts to update the projected redevelopment revenue from each of the three redevelopment areas in light of changed conditions. These projections are needed to ensure adequate funding will be available for COPS repayment, and to determine the amount available for other facility needs.
- It is recommended the interest income in Fund 40 be allocated proportionally to the separate RDA accounts for current and prior years.
- It is recommended the Board of Trustees be provided annual updates on the revenues and expenditures of redevelopment funds.
- Finally, it is recommended a plan be developed for the use of uncommitted redevelopment funding, consistent with authorized uses and with school facility needs within the respective cities.

Overview of District Redevelopment Revenues and Expenditures

Mission Viejo RDA – The District receives tax increment funding generated within the City of Mission Viejo redevelopment area. Pursuant to the pass-through agreement negotiated with the city in November 1988, the District is entitled to a share of tax increment revenues annually through the year 2042-2043. These revenues may be used only for school facilities located within the City of Mission Viejo. The District currently receives about \$1.5 million annually. These funds have been used to pay for facility improvements at Capistrano Valley High School and Newhart Middle School. These improvements were financed through the 2002 Certificate of Participation, with Mission Viejo redevelopment revenues earmarked to pay a proportionate share of the COP debt service. As of January 31, 2012, the balance in the Mission Viejo RDA account stood at \$5.46 million. Projections made in 2007 estimated \$97 million revenue to the District over the term of the redevelopment area. However, this figure is too high since it assumes a six percent annual increase in the tax increment which is not realistic due to the economic downturn and subsequent dissolution of redevelopment agencies.

San Juan Capistrano RDA – The District receives funding from the tax increment generated within the City of San Juan Capistrano Central Project Area. Pursuant to the negotiated agreement with the city last amended in May 1997, the District is entitled to receive up to \$5 million in tax increment revenues over each five-year period through 2022-2023, with the amount varying between \$500,000 and \$1.5 million annually. Redevelopment funds may be used for District facility needs located within the City of San Juan Capistrano. Since 2003, the funds have been used exclusively for the portion of the COP debt service allocated for the Education Center. A total of \$19 million in RDA revenues has been projected through 2023 under the assumption that the District continues to receive \$5 million over each five year period.

Education Center. A total of \$19 million in RDA revenues has been projected through 2023 under the assumption that the District continues to receive \$5 million over each five year period. These revenue projections need to be updated in light of changed circumstance. The balance in the San Juan Capistrano redevelopment account is zero, as all funds are fully expended each year for COP debt service.

San Clemente RDA – The District began receiving tax increment funding from this redevelopment project in 2008-2009 under the AB 1290 statutory 2 percent entitlement. As a statutory pass through, rather than a negotiated agreement, 47 percent of the funding flows to the state as revenue limit offset and the District retains the other 57 percent for facility needs within the city. No funds have been expended to date. The balance, as of January 31, 2012, was \$254,524. Redevelopment funding is expected to continue through 2018. While prior projections anticipated a steady increase in the revenue stream, the payment has been getting smaller with the economic downturn. Last year the District received just under \$50,000 in net revenues; so far this year the amount is under \$40,000. It appears that redevelopment funding was not anticipated from San Clemente and no plan has been developed for the use of these funds. While the amount is not large and the annual income is diminishing, the District should determine the best use of these funds to address facility needs at San Clemente schools.

Redevelopment Funding and the 2002 COP

Since a majority of the redevelopment revenues have been committed to repay debt service on the 2002 COP, it is important to understand the key elements of this obligation.

In 2002, the District issued \$31.95 million in Certificates of Participation, a form of long-term borrowing, for the purpose of funding construction of the new Education Center (75 percent), plus facility improvements at Capistrano Valley High School and Newhart Middle School (25 percent). The COPs allowed the District to move ahead with these three projects and repay the cost over a 23 year period (2003 through 2026).

The COP debt service repayment plan formulated in 2002 called for the 25 percent for school improvements to be repaid from the Mission Viejo RDA, and the 75 percent for the Education Center to be repaid from the San Juan Capistrano RDA. Because revenues from the San Juan Capistrano RDA were not anticipated to be sufficient to cover the full 75 percent in all years, the financing plan anticipated contributions from other authorized sources including CFD 98-2 (Ladera), CFD 90-2 (Talega), and CFD 94-1 (Rancho Santa Margarita). These CFDs can be used for districtwide support facilities under the terms of their respective agreements. Other authorized sources that can legitimately help cover the shortfall include: the General Fund, Fund 25 (developer fees), and CFD 2004-1 (Rancho Madrina). The original financing plan prepared in 2002 also looked to lease income and lease savings from the new Education Center building as a source of funding for the COP debt service. However, these dollars have since been redirected to meet General Fund needs during tight budget times.

Debt service payments on the COP are approximately \$2.2 million annually for principal plus interest. As of June 30, 2012, the outstanding principal balance will be \$22,845,000. The table below summarizes the source of funding used for COP debt service payment to date:

Mission Viejo RDA	\$ 5,519,710
San Juan Capistrano RDA	\$10,211,799
COP Reserve	\$ 1,039,331
CFD No. 98-2 Ladera	\$ 1,313,751
CFD No. 90-2 Talega	\$ 1,478,827
CFD No. 94-1 Rancho Santa Margarita	<u>\$ 1,743,091</u>
Total principal plus interest payments	\$21,307,318

Impact of the Dissolution of Redevelopment Authorities

In 2011, the California Legislature passed legislation barring redevelopment agencies from engaging in new business and providing for their dissolution. On December 29, 2011, the California Supreme Court upheld the provisions of this legislation. As a result, redevelopment agencies were dissolved on February 1, 2012.

What impact will these changes have on redevelopment revenues for Capistrano Unified, and specifically on the District's ability to repay the COP obligations? The short answer is the impact should be minimal for the short-term; however, there could be financial issues over the longer term.

Under the provisions of ABX1 26, all pass-through agreements between school districts and redevelopment agencies continue as though the RDA continued to exist, with the payments being made by the successor agency (e.g., the city). While additional tax increment funding from future redevelopment projects will not occur, present funding from completed projects and those underway will remain in effect.

Therefore, the District will continue to receive pass-through revenues as before from the three cities. However, the changes may reduce redevelopment funding over time and ambiguous language could cause redevelopment revenues to end earlier than previously anticipated. Cities could also attempt to reduce pass-through revenues to school districts, particularly where there are subordination agreements that could put our funding at risk. This potential risk should be analyzed for our agreements with Mission Viejo and especially San Juan Capistrano which includes a subordination clause.

While there appears to be no immediate problem to the District resulting from the termination of redevelopment activities, there are potential problems down the road. At a minimum, redevelopment revenues flowing to the District will not increase as fast as previously projected. Prior projections assumed a 2 percent to 6 percent annual growth in RDA revenues, which is no longer realistic.

could conceivably put the General Fund at risk. By contrast, any decrease to the redevelopment funding from the Mission Viejo or San Clemente RDAs would mean fewer dollars for future projects, but not jeopardize debt service repayment for the COP.

It is also important to note that the San Juan Capistrano RDA funding ends three years before the final repayment of the COP, leaving a shortfall of about \$3 million that will need to be funded from other sources. This problem will become larger if the redevelopment funding ends prior to 2024. The original plan called for the District to address this gap at the back end by making early repayments throughout the payback period. However, no early bond calls have been made since 2007. This funding gap needs to be addressed prior to committing funds for other uses.

Because of these potential problems, it is recommended that the District contract with Public Economics Incorporated, the recognized expert on redevelopment funding located in Orange County, to provide updated estimates of our future redevelopment revenue streams in light of the economic downturn and the change in law. The estimated \$15,000 cost would be a Fund 40 expense.

Expenditure of Redevelopment Funds

A review of the redevelopment funds since 2002 indicates that expenditures have been made for appropriate authorized purposes as follows:

- **San Juan Capistrano RDA** -- These funds have been expended entirely for the debt service repayment on the 2002 COP for the Education Center, which is an allowable use of these monies under the pass-through agreement.
- **San Clemente RDA** – No expenditures to date.
- **Mission Viejo RDA** – These funds have been expended for debt service repayment for the 2002 COP for the portion that paid for facility improvements at Capistrano Valley High School and Newhart Middle School. In addition, some funds were spent in 2000-2004 for architectural fees, testing, and DSA fees for these two projects. A small amount also paid for staff over-time for clean-up activities at the middle school plus the purchase of lockers.

There is no indication that any expense for the Education Center (e.g., maintenance or property tax) has been inappropriately charged to the redevelopment accounts. All costs related to the leased space within the Education Center (e.g., broker fees and property taxes) are charged to Resource 0000 within Fund 40 and paid from lease revenues. All operation and maintenance costs for the Education Center are charged to the General Fund. Since 2008-2009, the net lease revenues have been transferred to the General Fund as a way to help address budget shortfalls and protect the instructional program for students.

It was noted that the interest income earned on the cash balances in Fund 40 has been allocated primarily to Resource 0000 and not allocated proportionally to the redevelopment accounts. It is

recommended this practice be rectified for past and future years. In addition, \$1,124 expense for arbitrage reporting for the COP paid this year has been moved to Resource 0000.

Available Balances to Address Other Facility Needs

Some funds are available now and in the future to address facility needs within the redevelopment communities as follows:

- **San Clemente** – A total of \$254,524 is currently available to address facility needs at schools located in the City of San Clemente. No commitments have been made. Some additional revenue is expected to continue through 2018; however, the dollar amount is less than \$50,000 annually and will likely decrease.
- **Mission Viejo** –An available balance of \$5.46 million can be used to address facility needs within the City of Mission Viejo. In addition, the RDA generates about \$1.5 million annual in tax increment revenues to the District, which leaves about \$1 million annually net of the COP debt service obligations.
- **San Juan Capistrano** – No available funding now or in the future. All funds are 100 percent committed for COP debt service.

Capistrano Unified School District
Reconciliation of Fund 40 Activity
2000-01 to 2011-12

	Resource 0000 Undesignated	Resource 0401 Special Gift	Resource 0910 Class Size Reduce	Resource 6225 Williams Repair	Resource 9800 MV Redevelop	Resource 9801 SIC Redevelop	Resource 9804 San Clem Redev
2000-01							
Beginning Balance	4,072,607.65	0.00	2,837,531.45	0.00	263,623.38	0.00	7,173,762.48
Interest Income	433,904.90		600,000.00		0.00		433,904.90
Transfer In From Other Funds					282,122.57		882,122.57
Total Revenues	4,506,512.55	0.00	600,000.00	0.00	282,122.57		1,316,027.47
Available Funds	4,506,512.55	0.00	3,437,531.45	0.00	545,745.95		8,489,789.95
Int Charge by County	8,184.25						8,184.25
Architect Fees			51,326.84		55,542.25		106,869.09
Site Improvements			47,302.80				47,302.80
Building Improvements			5,232.04				5,232.04
Construction Costs			947,876.00				947,876.00
Construction Testing			1,766.00				1,766.00
Building Improvement Testing			13,176.00				13,176.00
Furniture and Equipment			329,041.12				329,041.12
Total Expenditures	8,184.25	0.00	1,395,720.80	0.00	55,542.25		1,459,447.30
Ending Balance	4,498,328.30	0.00	2,041,810.65		490,203.70		7,030,342.65
	4,285,467.975				376,913.540		4,662,381.52
	391,304.79				34,415.86		425,720.65

2/24/12 Rev.

Capistrano Unified School District
Reconciliation of Fund 40 Activity
2000-01 to 2011-12

	Resource 0000 Undesignated	Resource 0401 Special Gift	Resource 0910 Class Size Reduce	Resource 6225 Williams Repair	Resource 9800 MV Redevelop	Resource 9801 SJC Redevelop	Resource 9804 San Clem Redev
2001-02							
Beginning Balance	4,498,328.30	0.00	2,041,810.65		490,203.70		7,030,342.65
Interest Income	210,023.38				0.00		210,023.38
Transfer in From Other Funds	1,500,000.00		0.00		340,237.60		1,840,237.60
Total Revenues	1,710,023.38	0.00	0.00	0.00	340,237.60		2,050,260.98
Available Funds	6,208,351.68	0.00	2,041,810.65	0.00	830,441.30		9,080,603.63
Salary Expense					601.33		601.33
Salary adjustment	601.33				(601.33)		0.00
Benefit Expense					57.59		57.59
Benefit adjustment	57.59				(57.59)		0.00
Int Charge by County	8,829.68						8,829.68
Site Improvements			0.00		7,300.00		7,300.00
Building Improvements			0.00		567,191.79		567,191.79
Construction Costs			0.00				0.00
Furniture and Equipment			118,718.30				118,718.30
Total Expenditures	9,488.60	0.00	118,718.30	0.00	574,491.79		702,698.69
Ending Balance	6,198,863.08	0.00	1,923,092.35		255,949.51		8,377,904.94
	5,348,595.690				373,076.605		5,721,672.30
	188,075.04				13,118.66		201,193.70

Capistrano Unified School District
Reconciliation of Fund 40 Activity
2000-01 to 2011-12

	Resource 0000 Undesignated	Resource 0401 Special Gift	Resource 0910 Class Size Reduce	Resource 6225 Williams Repair	Resource 9800 MV Redevelop	Resource 9801 SJC Redevelop	Resource 9804 San Clem Redev
2002-03							
Beginning Balance	6,199,522.00	0.00	1,923,092.35		255,290.59	0.00	8,377,904.94
Interest Income	141,027.02				0.00		141,027.02
Transfer In From Other Funds	0.00	100,000.00	0.00		721,552.16	1,447,274.00	2,268,826.16
Total Revenues	141,027.02	100,000.00	0.00	0.00	721,552.16	1,447,274.00	2,409,853.18
Available Funds	6,340,549.02	100,000.00	1,923,092.35	0.00	976,842.75	1,447,274.00	10,787,758.12
Salary Expense	1,555.22				15,931.39		17,486.61
Salary adjustment	15,931.39				(15,931.39)		0.00
Benefit Expense	148.93				1,522.11		1,671.04
Benefit adjustment	1,522.11				(1,522.11)		0.00
Int Charged by County	12,055.15						12,055.15
Site Improvements			0.00		9,544.00		9,544.00
Building Improvements		89,425.82	0.00		49,858.84		139,284.66
Construction Costs			0.00				0.00
Furniture and Equipment		11,030.97	198,308.57				209,339.54
COP Debt Payments						697,037.84	697,037.84
Transfer to Other Funds	6,281,599.00		1,700,000.00				7,981,599.00
Total Expenditures	6,312,811.80	100,456.79	1,898,308.57	0.00	59,402.84	697,037.84	9,068,017.84
Ending Balance	27,737.22	(456.79)	24,783.78		917,439.91	750,236.16	1,719,740.28
	3,113,629.610				586,365.250	375,118.080	4,075,112.94
	98,542.21				18,557.68	11,871.98	128,971.87

Capistrano Unified School District
Reconciliation of Fund 40 Activity
2000-01 to 2011-12

	Resource 0000 Undesignated	Resource 0401 Special Gift	Resource 0910 Class Size Reduce	Resource 6225 Williams Repair	Resource 9800 MV Redevelop	Resource 9801 SIC Redevelop	Resource 9804 San Clem Redev
2003-04							
Beginning Balance	45,190.72	(456.79)	24,783.78		899,986.41	750,236.16	1,719,740.28
Balancing Adjustments	24,326.99	456.79	(24,783.78)			(0.16)	(0.16)
Interest Income	39,058.83				0.00		39,058.83
Community Redevelopment Funds					704,196.20	1,288,173.00	1,992,369.20
Other Local Income		1,091,373.00					1,091,373.00
Contribution from Unrestricted	(49,930.38)		49,930.38				0.00
Total Revenues	(10,871.55)	1,091,373.00	49,930.38	0.00	704,196.20	1,288,173.00	3,122,801.03
Available Funds	58,646.16	1,091,373.00	49,930.38	0.00	1,604,182.61	2,038,409.00	4,842,541.15
Salary Expense	0.00				4,291.47		4,291.47
Salary adjustment	4,291.47				(4,291.47)		0.00
Benefit Expense	0.00				394.83		394.83
Benefit adjustment	394.83				(394.83)		0.00
Int Charge by County	4,002.66				0.00		4,002.66
Building Improvements		107,264.64	49,930.38		0.00		157,195.02
Furniture and Equipment	50,581.15	0.00	0.00		9,230.00		59,811.15
COP Debt Payments	0.00		0.00		495,811.88	1,487,437.78	1,983,249.66
Total Expenditures	59,270.11	107,264.64	49,930.38	0.00	505,041.88	1,487,437.78	2,208,944.79
Ending Balance	(623.95)	984,108.36	0.00		1,099,140.73	550,971.22	2,633,596.36
	34,446.880				999,563.570	650,603.610	1,684,614.06
	716.83				20,800.53	13,538.81	35,056.17

Capistrano Unified School District
Reconciliation of Fund 40 Activity

2000-01 to 2011-12

	Resource 0000 Undesignated	Resource 0401 Special Gift	Resource 0910 Class Size Reduce	Resource 6225 Williams Repair	Resource 9800 MV Redevelop	Resource 9801 SIC Redevelop	Resource 9804 San Clem Redev
2004-05							
Beginning Balance	4,062.35	984,108.36	0.00		1,094,454.43	550,971.22	2,633,596.36
Balancing Adjustments	91,511.36	(91,511.36)					0.00
Interest Income	18,206.70				13,966.00		32,172.70
Community Redevelopment Funds					763,876.07	627,812.00	1,391,688.07
Other Local Income		38,500.00					38,500.00
Total Revenues	18,206.70	38,500.00	0.00	0.00	777,842.07	627,812.00	1,462,360.77
Available Funds	113,780.41	931,097.00	0.00	0.00	1,872,296.50	1,178,783.22	4,095,957.13
Salary Expense	0.00	961.76			0.00		961.76
Benefit Expense	0.00	91.76			0.00		91.76
Int Charge by County	2,021.41						2,021.41
Site Improvements		50,257.99	0.00		0.00		50,257.99
Building Improvements		742,472.05	0.00		0.00		742,472.05
Construction Costs		16,964.00	0.00				16,964.00
Furniture and Equipment	0.00	87,705.53	0.00		0.00		87,705.53
COP Debt Payments	0.00		0.00		1,352,304.07	1,156,912.19	2,509,216.26
Total Expenditures	2,021.41	898,453.09	0.00	0.00	1,352,304.07	1,156,912.19	3,409,690.76
Ending Balance	111,759.00	32,643.91	0.00		519,992.43	21,871.03	686,266.37
	103,666.355				807,223.430	286,421.125	1,197,310.91
	2,610.58				20,327.91	7,212.80	30,151.29

Capistrano Unified School District
Reconciliation of Fund 40 Activity
2000-01 to 2011-12

	Resource 0000 Undesignated	Resource 0401 Special Gift	Resource 0910 Class Size Reduce	Resource 6225 Williams Repair	Resource 9800 MV Redevelop	Resource 9801 S/C Redevelop	Resource 9804 San Clem Redev
2005-06							
Beginning Balance	111,759.00	32,643.91	0.00	0.00	519,992.43	21,871.03	686,266.37
Other State Income	16,921.76			18,962.60	25,884.00		18,962.60
Community Redevelopment Funds		30,000.00			844,308.41	498,887.00	42,805.76
Other Local Income							1,343,195.41
							30,000.00
Total Revenues	16,921.76	30,000.00	0.00	18,962.60	870,192.41	498,887.00	1,434,963.77
Available Funds	128,680.76	62,643.91	0.00	18,962.60	1,390,184.84	520,758.03	2,121,230.14
Salary Expense	6,520.05	0.00			0.00		6,520.05
Benefit Expense	606.42	0.00			0.00		606.42
Int Charge by County	1,201.22						1,201.22
Site Improvements		32,643.91	0.00	0.09	0.00		32,644.00
Building Improvements		0.00	0.00	18,962.51	23,750.00		42,712.51
Furniture and Equipment	0.00	30,000.00	0.00		0.00		30,000.00
Debt Service Interest	23,027.43					0.00	23,027.43
Debt Service Payments	135,970.23						135,970.23
COP Debt Payments	0.00		0.00		836,344.75	518,130.25	1,354,475.00
Total Expenditures	167,325.35	62,643.91	0.00	18,962.60	860,094.75	518,130.25	1,627,156.86
Ending Balance	(38,644.59)	0.00	0.00	0.00	530,090.09	2,627.78	494,073.28
	36,557.205				525,041.260	12,249.405	573,847.87
	2,650.43				38,066.01	888.10	41,604.54

Capistrano Unified School District
Reconciliation of Fund 40 Activity
2000-01 to 2011-12

	Resource 0000 Undesignated	Resource 0401 Special Gift	Resource 0910 Class Size Reduce	Resource 6225 Williams Repair	Resource 9800 MV Redevelop	Resource 9801 SIC Redevelop	Resource 9804 San Clem Redev
2006-07							
Beginning Balance	(38,644.59)	0.00	0.00	0.00	530,090.09	2,627.78	494,073.28
Balancing Adjustments	41,553.83				(41,553.83)		0.00
Other State Income				1,338,168.64			1,338,168.64
D.O. Leases and Rentals	18,564.00				59,902.00		18,564.00
Interest Income	(14,838.62)				1,128,351.54	1,052,178.00	45,063.38
Community Redevelopment Funds		100,000.00					2,180,529.54
Other Local Income							100,000.00
Total Revenues	3,725.38	100,000.00	0.00	1,338,168.64	1,188,253.54	1,052,178.00	3,682,325.56
Available Funds	6,634.62	100,000.00	0.00	1,338,168.64	1,676,789.80	1,054,805.78	4,176,398.84
Salary Expense	0.00	0.00		7,245.00	307.68		7,552.68
Salary adjustment	307.68				(307.68)		0.00
Benefit Expense	0.00	0.00			26.33		26.33
Benefit adjustment	26.33				(26.33)		0.00
Int Charge by County	892.92						892.92
Site Improvements		0.00	0.00	17,671.52	0.00		17,671.52
Building Improvements		42,285.55	0.00	1,313,252.12	(1,260.00)		1,354,277.67
COP Debt Payments	0.00		0.00		512,872.50	1,050,000.00	1,562,872.50
Total Expenditures	1,226.93	42,285.55	0.00	1,338,168.64	511,612.50	1,050,000.00	2,943,293.62
Ending Balance	5,407.69	57,714.45	0.00	0.00	1,165,177.30	4,805.78	1,233,105.22
	(16,618.450)				847,633.695	3,716.780	834,732.03
	(879.38)				44,853.16	196.68	44,170.46

Capistrano Unified School District
Reconciliation of Fund 40 Activity
2000-01 to 2011-12

	Resource 0000 Undesignated	Resource 0401 Special Gift	Resource 0910 Class Size Reduce	Resource 6225 Williams Repair	Resource 9800 MV Redevelop	Resource 9801 SJC Redevelop	Resource 9804 San Clem Redev
2007-08							
Beginning Balance	5,741.70	57,714.45	0.00	0.00	1,164,843.29	4,805.78	1,233,105.22
Balancing Adjustments	23.58	(23.58)			(0.16)	0.16	(0.00)
D.O. Leases and Rentals	345,768.95				66,910.00		345,768.95
Interest Income	38,717.91				1,497,457.99	1,532,951.00	105,627.91
Community Redevelopment Funds							3,030,408.99
Total Revenues	384,486.86	0.00	0.00	0.00	1,564,367.99	1,532,951.00	3,481,805.85
Available Funds	390,252.14	57,690.87	0.00	0.00	2,729,211.12	1,537,756.94	4,714,911.07
Int Charge by County	2,475.83	0.00					2,475.83
Broker Fees IQInvision	179,739.81	0.00					179,739.81
Building Improvements		23,380.00	0.00	0.00	0.00		23,380.00
COP Debt Payments	0.00		0.00		781,203.26	1,535,584.80	2,316,788.06
Total Expenditures	182,215.64	23,380.00	0.00	0.00	781,203.26	1,535,584.80	2,522,383.70
Ending Balance	208,036.50	34,310.87	0.00	0.00	1,948,007.86	2,172.14	2,192,527.37
	106,889.10				1,556,425.50	3,489.04	1,666,803.64
	6,614.96				96,321.20	215.92	103,152.08

Capistrano Unified School District
Reconciliation of Fund 40 Activity
2000-01 to 2011-12

	Resource 0000 Undesignated	Resource 0401 Special Gift	Resource 0910 Class Size Reduce	Resource 6225 Williams Repair	Resource 9800 MV Redevelop	Resource 9801 SJC Redevelop	Resource 9804 San Clem Redev
2008-09							
Beginning Balance	208,036.50	34,310.87	0.00	0.00	1,948,007.86	2,172.14	0.00
D.O. Leases and Rentals	647,529.75						647,529.75
Interest Income	78,558.54				0.00		78,558.54
Community Redevelopment Funds					1,322,892.45	1,451,092.00	2,866,372.46
Total Revenues	726,088.29	0.00	0.00	0.00	1,322,892.45	1,451,092.00	3,592,460.75
Available Funds	934,124.79	34,310.87	0.00	0.00	3,270,900.31	1,453,264.14	5,784,988.12
Int Charge by County	3,957.49	0.00					3,957.49
COP Debt Payments					307,971.54	1,708,711.17	2,016,682.71
Transfer to Other Funds	875,000.00		0.00		0.00	0.00	875,000.00
Total Expenditures	878,957.49	0.00	0.00	0.00	307,971.54	1,708,711.17	2,895,640.20
Ending Balance	55,167.30	34,310.87	0.00	0.00	2,962,928.77	(255,447.03)	2,889,347.92
	131,601.90				2,455,468.32	(126,637.45)	2,460,432.77
	3,990.21				74,450.53	(3,839.69)	74,601.05

Capistrano Unified School District
Reconciliation of Fund 40 Activity
2000-01 to 2011-12

	Resource 0000 Undesignated	Resource 0401 Special Gift	Resource 0910 Class Size Reduce	Resource 6225 Williams Repair	Resource 9800 MV Redevelop	Resource 9801 SIC Redevelop	Resource 9804 San Clem Redev
2009-10							
Beginning Balance	55,167.30	34,310.87	0.00	0.00	2,962,928.77	(255,447.03)	92,388.01
D.O. Leases and Rentals	662,379.00						662,379.00
Interest Income	49,328.31				0.00		49,328.31
Community Redevelopment Funds					1,238,471.20	464,893.00	1,779,042.85
Total Revenues	711,707.31	0.00	0.00	0.00	1,238,471.20	464,893.00	2,490,750.16
Available Funds	766,874.61	34,310.87	0.00	0.00	4,201,399.97	209,445.97	5,380,098.08
Int Charge by County	4,096.77	0.00					4,096.77
COP Debt Payments					303,835.00	209,445.97	513,280.97
Transfer to Other Funds	650,000.00		0.00		0.00	0.00	650,000.00
Total Expenditures	654,096.77	0.00	0.00	0.00	303,835.00	209,445.97	1,167,377.74
Ending Balance	112,777.84	34,310.87	0.00	0.00	3,897,564.97	0.00	4,212,720.34
	83,972.57				3,430,246.87	(127,723.52)	3,386,495.93
	1,121.57				45,815.90	(1,705.93)	45,231.54

Capistrano Unified School District
Reconciliation of Fund 40 Activity
2000-01 to 2011-12

	Resource 0000 Undesignated	Resource 0401 Special Gift	Resource 0910 Class Size Reduce	Resource 6225 Williams Repair	Resource 9800 MV Redevelop	Resource 9801 SJC Redevelop	Resource 9804 San Clem Redev
2010-11							
Beginning Balance	112,777.84	34,310.87	0.00	0.00	3,897,564.97	0.00	168,066.66
							4,212,720.34
D.O. Leases and Rentals	667,392.34						667,392.34
Interest Income	38,868.73				0.00		38,868.73
Community Redevelopment Funds					1,585,147.49	498,887.00	2,130,984.19
Total Revenues	706,261.07	0.00	0.00	0.00	1,585,147.49	498,887.00	2,837,245.26
Available Funds	819,038.91	34,310.87	0.00	0.00	5,482,712.46	498,887.00	7,049,965.60
Int Charge by County	5,652.46	0.00					5,652.46
Prop Tax IQInvision	63,540.01	0.00	0.00	0.00	0.00		63,540.01
Broker Fees IQInvision	8,190.73	0.00	0.00	0.00	0.00		8,190.73
COP Debt Payments					426,178.75	498,887.00	925,065.75
Transfer to Other Funds	650,000.00		0.00		0.00	0.00	650,000.00
Total Expenditures	727,383.20	0.00	0.00	0.00	426,178.75	498,887.00	1,652,448.95
Ending Balance	91,655.71	34,310.87	0.00	0.00	5,056,533.71	0.00	5,397,516.65
	102,216.78				4,477,049.34	0.00	4,579,266.12
	741.44				32,474.83	0.00	33,216.27

Capistrano Unified School District
Reconciliation of Fund 40 Activity
2000-01 to 2011-12

2011-12	Resource 0000 Undesignated	Resource 0401 Special Gift	Resource 0910 Class Size Reduce	Resource 6225 Williams Repair	Resource 9800 MV Redevelop	Resource 9801 SIC Redevelop	Resource 9804 San Clem Redev
Beginning Balance	91,655.71	34,310.87	0.00	0.00	5,056,533.71	0.00	215,016.36
Other State Income							
D.O. Leases and Rentals	478,155.47			78,116.86			78,116.86
Interest Income	17,172.43				0.00		478,155.47
Adjust Interest 2000-01	(34,415.86)				34,415.86		17,172.43
Adjust Interest 2001-02	(13,118.66)				13,118.66		0.00
Adjust Interest 2002-03	(30,429.66)				18,557.68		0.00
Adjust Interest 2003-04	(34,339.34)				20,800.53	11,871.98	0.00
Adjust Interest 2004-05	(13,574.71)				6,361.91	13,538.81	0.00
Adjust Interest 2005-06	(13,070.11)				12,182.01	7,212.80	0.00
Adjust Interest 2006-07	13,959.24				888.10		0.00
Adjust Interest 2007-08	(32,102.95)				(15,048.84)	196.68	(892.92)
Adjust Interest 2008-09	(74,568.33)				29,411.20	215.92	(2,475.83)
Adjust Interest 2009-10	(48,206.74)				74,450.53	(3,839.69)	(3,957.49)
Adjust Interest 2010-11	(38,127.29)				45,815.90	(1,705.93)	(4,096.77)
					32,474.83	0.00	(5,652.46)
Community Redevelopment Funds							
					738,123.71	1,052,177.50	1,829,808.71
Total Revenues	177,333.49	0.00	0.00	78,116.86	1,010,663.98	1,080,556.17	2,386,178.00
Available Funds	268,989.20	34,310.87	0.00	78,116.86	6,067,197.69	1,080,556.17	7,783,694.65
Other Operating Expenses	0.00	0.00			517.50	607.50	1,125.00
Other Operating Expenses	1,125.00				(517.50)	(607.50)	0.00
Int Charge by County	3,162.97						3,162.97
Prop Tax I/Invision	15,917.74						15,917.74
COP Debt Service Interest	0.00		0.00	0.00	0.00	257,177.50	406,438.75
COP Debt Service Payments	0.00				215,000.00	795,000.00	1,010,000.00
Other Debt Payments					0.00	0.00	0.00
Total Expenditures	20,205.71	0.00	0.00	0.00	364,261.25	1,052,177.50	1,436,644.46
Ending Balance	248,783.49	34,310.87	0.00	78,116.86	5,702,936.44	28,378.67	6,347,050.19

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 28, 2012

**SUPPLEMENTARY RETIREMENT PLAN
FOR CERTIFICATED NON-MANAGEMENT EMPLOYEES**

BACKGROUND INFORMATION

On January 25, 2012, the Board of Trustees approved Resolution No. 1112-30 authorizing the implementation of a supplementary retirement plan for certificated non-management employees retiring on June 30, 2012. The plan administered by Public Agency Retirement Services (PARS) offers retirees a fixed annuity equivalent to 85 percent of salary. As a condition of approval, the item was to be brought back before Trustees to confirm that the plan would generate savings and help the District achieve the spending reductions necessary for a balanced budget for 2012-2013. At that time, it was projected 137 participants would generate savings of \$600,000 for the District.

The District faces the need to reduce spending by \$30 to \$50 million for 2012-2013 to maintain fiscal solvency. In an effort to pursue all cost saving measures, in August 2011, the District solicited retirement plan proposals from the two companies that provide such plans for California K-12 school districts. These plans were reviewed considering such factors as previous experience, fiscal conservatism, competitive fees, and the level of service provided to support District staff and eligible employees. Based on these criteria, PARS was selected to administer a supplementary retirement plan for the District. The District has successfully utilized PARS to provide such plans for various employee groups in 2003-2004, 2006-2007, and 2007-2008.

Following Board authorization in January, PARS conducted a series of information sessions to explain the plan to certificated employees and to provide eligible employees with individualized annuity payments for various plan options. The enrollment period closed on March 16, 2012. A total of 158 employees have enrolled in the plan and submitted their papers to retire on June 30, 2012, contingent upon the plan proceeding. By comparison only 26 retirements were realized in June 2011.

Updated estimates based on the actual participants indicate the District will realize savings of \$893,450 in 2012-2013. Over the course of five years, the District will save an estimated \$2,861,507. The savings are examined in greater detail under Financial Implications.

The information below summarizes the participant retiree numbers by subject area and the number of employees remaining on re-employment lists for each subject area. This data indicates sufficient employees remain who may be rehired to fill positions vacated through the retirement plan. The number of positions replaced will depend upon enrollment and final staffing allocations.

Supplementary Retirement Plan
For Certificated Non-Management Employees
March 28, 2012
Page 2

Subject Area	Retirees	Existing Employees to Fill Retiree Positions
Art	2	13
Business	1	6
Counselor	1	6
Elementary	63	64
English	12	47
Home Economics	6	0
Math	1	41
Music	5	23
Physical Education	13	12
Science- Life	11	15
Science - Physical	1	7
Social Science	10	26
World Language	9	8
Psychologist	4	10
SpEd – Early Childhood	1	4
SpEd – Mild/Moderate	12	35
SpEd – Mod/Severe	2	12
Speech Lang Pathologist	3	1

The supplementary retirement plan meets the District's objectives in two ways. First, it generates savings of \$893,450 or more for year one and \$2.8 million or more over five-years. Second, by encouraging 158 retirements this June, the plan allows the District to achieve the staffing reductions needed for 2012-2013 to maintain fiscal solvency without the need to layoff an equivalent number of less senior teachers.

A copy of the contract with PARS is attached. This contract specifies the services PARS will provide and spells out the rights and responsibilities of each party. In return for these services, PARS will be compensated an administration fee equal to 4 percent of all premiums paid by the District on behalf of retirees. This fee will be deducted from the monthly annuity benefits received by plan participants and has been included in the information provided to employees.

CURRENT CONSIDERATIONS

For the express purpose of generating savings to the general fund and meeting the operational objectives of the District, the following items are presented for Board approval:

1. The formal adoption of the PARS Supplementary Retirement Plan for certificated non-management employees retiring June 30, 2012; and
2. The appointment of the Superintendent as the District's Plan Administrator; and
3. The authorization of the District's Plan Administrator to execute the contracts, custodial agreements facilitating the payment of contributions to the 403(b) arrangement and other legal documents related to the plan on behalf of the District, and to take whatever additional actions are necessary to maintain the District's participation in the plan and to maintain compliance to relevant regulations.

FINANCIAL IMPLICATIONS

This supplementary retirement plan generates savings from the differential between the salary of the retiring teacher and the salary of the replacement teacher. The following table illustrates the salary differential of the participating retirees compared to the salaries for employees eligible to be rehired into the vacated positions. Since negotiations related to class size have not been completed, there is no way to determine the actual number of replacements with actual corresponding salaries; therefore general averages and ranges have been provided to illustrate the span in salary differential.

Grade/Subject Spans	Average Retiree Salary	Retiree Salary Range	Average Replacement Cost	Replacement Salary Range
Elementary	\$89,415	\$66,667 – \$98,111	\$70,179	\$47,533 - \$85,837
Secondary	\$89,415	\$68,017 - \$98,111	\$60,239	\$45,788 - \$85,837
Special Education	\$89,415	\$67,307 - \$96,211	\$65,509	\$47,528 - \$85,837

Supplementary Retirement Plan
For Certificated Non-Management Employees
March 28, 2012
Page 4

The plan savings are calculated as the difference between the cost of the plan and the net savings realized from the compensation differential between the retiring and replacement employees, adjusting for natural attrition and retiree health care cost. The total cost of the plan to the District for the 158 retiring employees is \$12,008,405 (85 percent of contract salary). This cost will be paid over five years in payments of \$2,401,681 annually commencing in 2012-2013 and ending in 2016-2017. The size of the savings depends on the number of positions that are not replaced. The table below shows that if all but 17 positions are replaced, then the savings to the District is \$893,450 in 2012-2013 and \$2,861,507 over five years. The savings grows as the number of positions not replaced increases. For example, if 47 positions are not replaced, the savings increase to \$2,867,788 in year one and \$13,285,201 over five years.

Number of Positions Replaced	Positions Not Replaced	Projected Savings in Year 1 2012-2013	Projected Savings in Year 2 2013-2014	Projected Savings in Year 3 2014-2015	Projected Savings in Year 4 2015-2016	Projected Savings in Year 5 2016-2017
158	0	(\$225,342)	(\$720,674)	(\$1,373,685)	(\$2,137,549)	(\$3,045,253)
141	17	\$893,450	\$1,529,524	\$2,050,520	\$2,504,934	\$2,861,507
126.4	31.6	\$1,854,294	\$3,462,046	\$4,991,309	\$6,492,008	\$7,934,371
111	47	\$2,867,788	\$5,500,461	\$8,093,236	\$10,697,551	\$13,285,201
94.8	63.2	\$3,933,931	\$7,644,767	\$11,356,302	\$15,121,565	\$18,913,995
81	77	\$4,842,126	\$9,471,398	\$14,135,952	\$18,890,169	\$23,708,895
63.2	94.8	\$6,013,567	\$11,827,487	\$17,721,296	\$23,751,122	\$29,893,620
31.6	126.4	\$8,093,203	\$16,010,207	\$24,086,290	\$32,380,678	\$40,873,244
0	158	\$10,172,840	\$20,192,928	\$30,451,284	\$41,010,235	\$51,852,868

These calculated savings meet the requirement of the Orange County Department of Education to show multi-year budget savings.

Supplementary Retirement Plan
For Certificated Non-Management Employees
March 28, 2012
Page 5

STAFF RECOMMENDATION

It is recommended the Board President recognize Jodee Brentlinger, Assistant Superintendent, Personnel Services, and Robyn Phillips, Interim Deputy Superintendent, Business Services, to present this item.

It is recommended the Board of Trustees approve authorizing the implementation of the PARS fixed annuity plan for certificated non-management employees commencing with the 2012-2013 fiscal year.

AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement ("Agreement") is made this 28th day of March, 2012, by and between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services (hereinafter "PARS") and the Capistrano Unified School District ("Agency").

WHEREAS, the Agency is desirous of retaining PARS to act as administrator to assist the Agency in the establishment of early retirement incentive programs through contributions to purchase an *IRC 403(b)* fixed annuity contract (the "Plan"), for the benefit of Agency's eligible employees and their beneficiaries ("Participants"); and

WHEREAS, the Agency wishes for PARS to provide consulting, analytical, and administrative services necessary to implement the Plan; and

WHEREAS, in performance of the duties set forth hereinafter PARS shall designate from time to time a custodian to receive Employer Plan contributions ("Custodian") designated for Participants; and

WHEREAS, in performance of the duties set forth hereinafter, PARS shall designate from time to time an insurance company for the purpose of paying Participants a specified amount of money on a regular basis over a specified period of time ("Insurance Company") pursuant to the terms of the Plan.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as "Exhibit 1A" ("Services") in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as "Exhibit 1B".
3. **Payment Terms.** Payment for the Services will be remitted directly from contributions for the Plan that Agency has made to the Custodian unless otherwise stated in Exhibit 1B. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month.
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with written notice of the subject services, terms, and an estimate of the fees therefore.

5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency's providing PARS the information specified in the exhibit attached hereto as "Exhibit 1C" ("Data"). It shall be the responsibility of the Agency to certify the accuracy, content and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non-performance of Services if such non-performance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.
6. **Suspension of Contributions.** In the event contributions are suspended, either temporarily or permanently, prior to the complete discharge of PARS' obligations under this Agreement, PARS reserves the right to bill the Agency for Services under this Agreement at the rates indicated in PARS' standard fee schedule in effect at the time the services are provided, subject to the terms established in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with written notice of the subject services, terms, and an estimate of the fees therefore.
7. **Records.** During the term of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of the Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
8. **Confidentiality.** Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.
9. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.
10. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, employees, agents and attorneys, from

any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of PARS' or Agency's, as the case may be, acts, errors, or omissions with respect to the performance of their respective duties hereunder.

11. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.
12. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.
13. **Force Majeure.** When satisfactory evidence of a cause beyond a party's control is presented to the other party, and nonperformance was unforeseeable, beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by such cause, including but not limited to: any incidence of fire, flood, acts of God, acts of terrorism or war, commandeering of material, products, plants or facilities by the federal, state or local government, or a material act or omission by the other party.
14. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to, and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.
15. **Designees.** The Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Board of the Agency through adoption of a Resolution, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.
16. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
 - (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President
 - (B) To Agency: Capistrano Unified School District; 33122 Valle Road, San Juan Capistrano, CA 92675; Attention: SuperintendentNotices shall be deemed given on the date received by the addressee.
17. **Term of Agreement.** This Agreement shall remain in effect for the period beginning January 26, 2012 and ending December 31, 2016 ("Term"). This Agreement will continue

unchanged for successive twelve-month periods following the Term unless either party gives written notice to the other party of the intent to terminate prior to ninety (90) days before the end of the Term.

18. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.
19. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.
20. **Attorney's Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement, the prevailing party therein shall be entitled to receive its reasonable attorney's fees.
21. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
22. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
23. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.
24. **Further Acts.** The Parties shall execute all such further and additional documents as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement, including but not limited to any Custodial Agreement as shall be required by PARS and /or the Custodian.

AGENCY:

BY:	_____
	Dr. Joseph M. Farley
TITLE:	_____
	Superintendent
DATE:	_____
PARS:	
BY:	_____
	Tod Hammeras
TITLE:	_____
	Chief Financial Officer
DATE:	_____

EXHIBIT 1A
SERVICES

PARS will provide the following services for the Capistrano Unified School District:

1. Plan Consultation Services:

- (A) Meeting with Agency personnel to discuss the impact to the Agency of implementing a Plan;
- (B) If appropriate, completing a fiscal analysis, based on data and assumptions provided by Agency, to determine the fiscal feasibility of a Plan;
- (C) Meeting with Agency personnel to discuss the fiscal analysis and receive feedback on the analysis, data, and assumptions made;
- (D) Making appropriate revisions to the fiscal analysis as directed by Agency.

2. Plan Installation Services:

- (A) Meeting with Agency personnel to finalize plan provisions, implementation timelines, benefit communication strategies, data reporting and contribution submission requirements;
- (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
- (C) Providing the documentation needed to establish the Plan for review by Agency legal counsel.

3. Plan Administration Services:

- (A) Monitoring the receipt of Plan contributions made by the Agency to the Custodian, based upon information received from the Agency and the Custodian;
- (B) Performing periodic accounting of custodial assets, including the allocation of employer contributions, payments to the Insurance Company, investment activity and expenses (if applicable), based upon information received from the Agency and/or Custodian;
- (C) Acting as ongoing liaison between the Participant and the Agency in regard to the Plan, which shall include use by the Participants of toll-free telephone communication to PARS;
- (D) Producing benefit illustrations and processing enrollments;
- (E) Coordinating the processing of contribution payments to the Insurance Company pursuant to authorized written Agency certification of eligibility, authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
- (F) Coordinating actions with the Custodian as directed by the Plan Administrator within the scope of this Agreement.

4. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice. In providing the services specified above, PARS will retain qualified professional service providers at its cost as it deems necessary if the service lies outside its area of expertise.
5. Any analysis provided by PARS is subject to the receipt of accurate information and assumptions as may be provided by Agency. The Agency is responsible for integrating the PARS analysis into any Agency budgetary analysis or decision-making processes. The fiscal projections in the PARS analysis are dependent upon future experience conforming to the assumptions used and the results will be altered to the extent that future experience deviates from these assumptions. It is certain that actual experience will not conform exactly to the assumptions used in the analysis.

EXHIBIT 1B
FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit IA based upon the following schedule:

1. Upon implementation of the Plan associated with this Agreement, the Agency agrees to pay an administration fee equal to four percent (4.00%) of all premiums made by the Agency on behalf of Participants in the subject Plan. This Plan administration fee will be deducted from the Participant's benefit payment. Fees will be billed to the Custodian as contributions are made by the Agency, and it will be the responsibility of the Custodian to pay those fees from the custodial assets of the Plan.
2. In the event that the Plan associated with this Agreement is not implemented, the Agency agrees to pay a one-time fee equal to \$3,500.00. The fee will be billed to the Agency upon notice of cancellation of the Plan and it will be the responsibility of the Agency to pay this fee.

EXHIBIT 1C
DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information:

1. Fiscal Analysis Data (provided by Agency):
 - (A) Participant's Legal Name
 - (B) Participant's Position
 - (C) Participant's Birth Date
 - (D) Participant's Hire Date
 - (E) Participant's Contract Salary
 - (F) Years of Agency Service
 - (G) Completed Request for Information Form, including applicable Salary Schedules, Collective Bargaining Agreements, and Board Policies
2. Participant Data (provided by Agency):
 - (A) Participant's Legal Name
 - (B) Participant's Position
 - (C) Participant's Address
 - (D) Participant's Birth Date
 - (E) Participant's Hire Date
 - (F) Participant's Contract Salary
 - (G) Years of Agency Service
 - (H) Retirement Date
3. Executed Legal Documents (provided by Agency):
 - (A) Certified Board Resolution
 - (B) Addendum for Supplementary Retirement Plan/Execution Agreement
 - (C) Custodial Agreements/Disclosure Forms
 - (D) 403(b) Annuity Contracts & Disclosures
4. Completed Funding Documents (provided by Agency):
 - (A) Authorization to Pay Benefits Form
5. Completed Enrollment Forms (timely submitted by Participant):
 - (A) Correction Form
 - (B) Enrollment Form
 - (C) Beneficiary Designation Form
 - (D) Tax Withholding Form
 - (E) Proof of Age
 - (F) Letter of Resignation

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 22, 2012

TO: Joseph M. Farley, Superintendent

FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Subject: **EARLY RETIREMENT PLAN INFORMATION**

As the Board item for the Early Retirement Plan indicates, the District began exploring the viability of early retirement plan options in summer 2011. At the time, the District was facing the possibility of mid-year cuts. In January 2012, it was clear that all federal stimulus money would be exhausted and the best case scenario for the District's budget was \$30 million in reductions.

In January 2012, there were two different PARS analysis reports provided to the Board. I think it is necessary to revisit why two different reports were provided to Trustees within a short period of time.

January 4, 2012 PARS Analysis Report (Attachment 1) – PARS provided the District a report that contained an early replacement salary assumption. This data was provided by the District. The data calculated the replacement salary as the same cost per eligible retiree (\$84,311). In this scenario, only a class size increase, due to the number of non-replacements needed, would achieve any fiscal savings. Upon deeper review of the employees eligible to replace retirees, it was determined that the \$84,311 figure was substantially inflated. Based on re-employment lists and corresponding salaries, it was finally determined that \$69,640 was a more accurate replacement salary assumption.

January 9, 2012 PARS Analysis Report (Attachment 2) – With revised data, PARS then adjusted their report to reflect the more accurate replacement salary assumption. The revised replacement scenarios indicated that if 17 employees were not replaced, the District would save approximately \$615,958. The non-replacement of 17 employees is achievable through streamlining of staffing at our secondary schools. In addition to these savings, offering a plan to encourage more retirements will translate into meaning less teachers being left unemployed. In 2010-2011 only 26 certificated employees retired. If the District could get 137 retirees, that would create a win-win situation for the budget and for retaining our less senior employees who know our schools, our communities and our students. It was based on both these points that a recommendation to move forward with a plan was brought to the Board on January 25, 2012.

PARS Eligible Participant Enrollment Packet – (Attachment 3) – PARS provides each eligible retiree a packet of information to begin the decision making process of whether the employee will elect to participate. Page 2 of the packet is an individualized Benefit Illustration form specific to each eligible retiree. An sample form has been provided as an example.

March 28, 2012 PARS Final Report (Attachment 4) – Late in the evening on March 16, 2012, PARS provided the District the final analysis of the retirement incentive plan. The District exceeded the 137 retirees necessary by receiving 158 retirement letters. In addition to exceeding the participation level, the average salary was actually higher (\$89,415) than what was calculated in the plan assumptions (\$84,311). At this time, it is unclear what positions will not be replaced since master schedules are currently being

developed and the District and CUEA have not completed negotiations on any class size increases. However it is clear the District will save more than the projected \$600,000.

Final Enrollment List – March 16, 2012 (Attachment 5) – It is important to point out on this final enrollment list that salaries less than \$77,000 are employees who are working on less than a 100% contract, so the salary listed is a pro-ratio of their total salary. Since the plan is not officially approved and employees have the right to rescind their retirement letters if not approved, the list of eligible retirees is not being included in the Board item. Once approved, eligible participants will be identified on the Certificated Employment Activity List.

Response to Anonymous Concerned Citizen Letter – (Attachment 6) – Robyn Phillips addresses concerns shared in an anonymous letter.

Capistrano Unified School District

Analysis Report: Revised January 4, 2012

Certificated Non-Management

PARS SUPPLEMENTARY RETIREMENT PLAN

The primary objective of a retirement incentive is to increase and accelerate the retirement rate over and above natural attrition in order to facilitate specific District objectives such as personnel restructuring, fiscal savings, etc. Fiscal savings are achieved by replacing the retiring employee, who is typically at the top of the salary schedule, with a replacement employee at the bottom of the salary schedule. With retirement incentives involving teachers, the resulting salary differential is sufficient to pay for the costs of the plan and generate additional savings over and above natural attrition.

ANALYSIS METHOD OF CALCULATION

The analysis compares the savings projected over a five-year period from offering the PARS Supplementary Retirement Plan (SRP) during the 2011-12 school year to the savings expected over the same period if natural attrition runs its normal course. The analysis examines current and future costs and compensation differentials, including projections of all compensation and benefit increases. This analysis has been used nationwide for well over one thousand plans, and is a well-accepted model of calculation.

The basic model of calculation is as follows:

	Total Compensation Differential between Retiring Employee and Replacement Employee
-	Retirement Health Care Cost
-	Retirement Incentive Cost
-	Current Natural Attrition
-	Future Loss in Natural Attrition
+	Savings due to Non-Replacements
=	<hr/> NET SAVINGS (COST) <hr/>

Assumptions	
Eligibility Requirements	<u>Certificated Non-Management Employees</u> <ul style="list-style-type: none"> • Age 55 with 5 years of District service, or Age 50 with 30 years of District service • Resignation from District employment no later than June 30, 2012
Benefit Level	85% of Final Pay Spend Amount (administrative fees included in total District cost)* <i>* 2011-12 Contract Salary multiplied by current FTE.</i>
Replacement Salary	Certificated Non-Management: \$84,311* <i>*Information provided by the District</i>
Health Care Costs	Active Employee: \$11,003 Retired Employee: \$6,000* <i>*Retired Employee Premium Only</i> <ul style="list-style-type: none"> - At least 55 years with 10 years of service = 50% - At least 55 years with 15 years of service = 75% - At least 55 years with 20 years of service = 100% Health Care COLA: 0.00%
PARS Plan Funding	5 years
Replacement of Positions	100% to 0% replacement of positions, in varying increments (with emphasis on 77 positions not replaced)

The fiscal projections illustrated in the analysis are based on the averages of the retirement age employees. Since the actual participants will be unknown until the close of the enrollment window, this analysis represents an estimate of the potential savings from the plan. After the close of the enrollment window, PARS performs a complete post-analysis utilizing the actual data from the enrolled participants to determine the fiscal impact of the plan.

PARS has also provided non-replacement figures in this proposal with the District's understanding that these non-replacement numbers represent position cuts obtained through the offering of a retirement incentive plan. The District should be sure not to budget a similar number of position cuts, thereby double counting savings within this retirement incentive analysis and the budget.

Assuming 137 Retirements

Retirement Projections

<i>Employee Group</i>	<i>Number of Eligible Employees</i>	<i>Projected Retirements with PARS SRP</i>	<i>Percentage Retirements</i>
<i>Certificated Non-Management</i>	583	137	23.50%

Replacement Scenarios – Certificated Non-Management

<i>Number of Positions Replaced</i>	<i>Positions Not Replaced</i>	<i>Projected Savings in Year 1 2012-2013</i>	<i>Projected Savings over 2 Years 2013-2014</i>	<i>Projected Savings over 3 Years 2014-2015</i>	<i>Projected Savings over 4 Years 2015-2016</i>	<i>Projected Savings over 5 Years 2016-2017</i>
137	0	(\$2,094,638)	(\$4,188,498)	(\$6,263,783)	(\$8,300,885)	(\$10,294,708)
120	17	(\$802,188)	(\$1,601,438)	(\$2,345,186)	(\$3,012,651)	(\$3,597,523)
109.6	27.4	(\$11,513)	(\$18,766)	\$52,073	\$222,504	\$499,578
90	47	\$1,478,606	\$2,963,961	\$4,569,984	\$6,319,527	\$8,221,038
82.2	54.8	\$2,071,612	\$4,150,965	\$6,367,928	\$8,745,894	\$11,293,864
60	77	\$3,759,399	\$7,529,361	\$11,485,154	\$15,651,705	\$20,039,599
54.8	82.2	\$4,154,737	\$8,320,697	\$12,683,784	\$17,269,283	\$22,088,150
27.4	109.6	\$6,237,862	\$12,490,429	\$18,999,639	\$25,792,672	\$32,882,435
0	137	\$8,320,987	\$16,660,161	\$25,315,495	\$34,316,061	\$43,676,721

The PARS approach to the analysis is conservative in its nature. Since the analyses utilize averages for the entire group of eligible employees, the actual outcome will typically exceed the initial projections. The primary reason for the increase in savings is due to the fact that the average age of the enrolled group tends to be higher than the average age for the entire group.

To provide the District with a measure of financial safety, a minimum participation level or fiscal objective can be set for the plan to go into effect. This allows the District to withdraw the incentive if the actual participation level is lower than expected or does not result in a financially acceptable outcome. In instances where the minimum participation level is not reached, the post-analysis can provide the District with a valuable tool in evaluating the feasibility of the plan. If the minimum participation level is not reached but the incentive attracts a sufficient number of participants to make the plan economically feasible, the District retains the option of allowing the incentive to go forward.

Notice

This analysis attempts to quantify in economic terms, not budgetary terms, the fiscal impact of a retirement incentive program at the District. This analysis is entirely driven by the assumptions set forth by the District. If the assumptions are changed or modified by the District the results shall vary from what is set forth in this analysis. The accuracy of any results and/or analysis will depend entirely upon the accuracy of the information provided and the assumptions used.

The information, data and assumptions used in this analysis have been provided to Public Agency Retirement Services (PARS) by the District. It shall be the responsibility of the District to certify the accuracy, content and completeness of the information, data and assumptions so that PARS may rely on such information without further audit. PARS shall be under no duty to question the information, data and assumptions received from the District including, but not limited to, inquiries about how the analysis, information, data and assumptions work in conjunction with the District's budget.

PARS shall not be liable for non-performance of Services if such non-performance is caused by or results from erroneous and/or late delivery of information, data and assumptions.

Capistrano Unified School District

Analysis Report: Revised January 9, 2012

Certificated Non-Management

PARS SUPPLEMENTARY RETIREMENT PLAN

The primary objective of a retirement incentive is to increase and accelerate the retirement rate over and above natural attrition in order to facilitate specific District objectives such as personnel restructuring, fiscal savings, etc. Fiscal savings are achieved by replacing the retiring employee, who is typically at the top of the salary schedule, with a replacement employee at the bottom of the salary schedule. With retirement incentives involving teachers, the resulting salary differential is sufficient to pay for the costs of the plan and generate additional savings over and above natural attrition.

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Replacement Salary	Certificated Non-Management: \$69,640* *Based on information provided by District
Health Care Costs	Active Employee: \$11,003 Retired Employee: \$6,000* *Retired Employee Premium Only <ul style="list-style-type: none"> - At least 55 years with 10 years of service = 50% - At least 55 years with 15 years of service = 75% - At least 55 years with 20 years of service = 100% Health Care COLA: 0.00%
PARS Plan Funding	5 years
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PARS has also provided non-replacement figures in this proposal with the District's understanding that these non-replacement numbers represent position cuts obtained through the offering of a retirement incentive plan. The District should be sure not to budget a similar number of position cuts, thereby double counting savings within this retirement incentive analysis and the budget.

Assuming 137 Retirements

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137	0	(\$475,588)	(\$1,168,194)	(\$2,008,093)	(\$2,972,838)	(\$4,060,426)
120	17	615,958	1,026,977	1,332,116	1,555,439	1,700,623
109.6	27.4	1,283,727	2,369,905	3,375,539	4,325,680	5,225,030
90	47	2,542,215	4,900,808	7,226,604	9,546,517	11,867,182
82.2	54.8	3,043,042	5,908,004	8,759,170	11,624,197	14,510,487
60	77	4,468,472	8,774,639	13,121,091	17,537,595	22,033,740
54.8	82.2	4,802,357	9,446,103	14,142,802	18,922,715	23,795,944
27.4	109.6	6,561,672	12,984,202	19,526,434	26,221,233	33,081,400
0	137	8,320,987	16,522,301	24,910,066	33,519,750	42,366,857

The PARS approach to the analysis is conservative in its nature. Since the analyses utilize averages for the entire group of eligible employees, the actual outcome will typically exceed the initial projections. The primary reason for the increase in savings is due to the fact that the average age of the enrolled group tends to be higher than the average age for the entire group.

To provide the District with a measure of financial safety, a minimum participation level or fiscal objective can be set for the plan to go into effect. This allows the District to withdraw the incentive if the actual participation level is lower than expected or does not result in a financially acceptable outcome. In instances where the minimum participation level is not reached, the post-analysis can provide the District with a valuable tool in evaluating the feasibility of the plan. If the minimum participation level is not reached but the incentive attracts a sufficient number of participants to make the plan economically feasible, the District retains the option of allowing the incentive to go forward.

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PARS shall not be liable for non-performance of Services if such non-performance is caused by or results from erroneous and/or late delivery of information, data and assumptions.

Capistrano Unified School District Supplementary Retirement Plan (SRP)



INTRODUCTION (Page 1)

To: Eligible Certificated Non-Management Employees

Capistrano Unified School District is offering a retirement incentive plan for eligible employees. Based on information provided to PARS by the District, you are eligible to participate in the District's PARS Supplementary Retirement Plan. The District will provide this benefit, which you will receive in addition to and separately from your CalSTRS retirement allowance. The District is implementing this plan through PARS, Public Agency Retirement Services. Details of the Supplementary Retirement Plan (SRP) are contained in the attached materials.

The attached Benefit Illustration (page 2) was prepared specifically for you. Please review the Benefit Illustration and accompanying enrollment materials carefully to ensure that you understand your rights and responsibilities should you choose to participate in this plan.

If you are interested in participating in this plan, review the "Assumptions Table" on the Benefit Illustration. To change any inaccurate assumptions, submit a Correction Form (page 4) to PARS in the enclosed return envelope for a revised Benefit Illustration.

To enroll in the plan and receive benefits as shown on the attached Benefit Illustration, you must meet all the Eligibility and Participation Requirements outlined in the Plan Summary (page 3).

The Plan Enrollment Deadline is March 16, 2012.

Group orientation meetings have been scheduled. Please refer to the enclosed flyer for dates, times and locations. If you are interested in participating in the plan, you are encouraged to attend one of the meetings. Spouses and financial advisors are welcome.

If you have questions about the PARS plan, please contact the PARS Plan Enrollments Department at (800) 731-7884 or via email at enrollments@pars.org.

Sincerely,
Plan Enrollments Department
PARS, Public Agency Retirement Services

BENEFIT ILLUSTRATION

Prepared for: SAMPLE EMPLOYEE

Prepared on: February 2, 2012

Certificated Non-Management

2

Capistrano Unified School District PARS Supplementary Retirement Plan

PARS SRP Level of Benefit =

Total District contribution of 85% of Final Pay

Projected PARS Benefit Payout Options

Option 1 (Lifetime)

\$326.33

A monthly cash income paid for your lifetime only.

Option 1 does not pay out to a beneficiary.

Option 2 (Joint & Survivor)

\$281.10

Option 2 is a modified monthly cash income paid for your lifetime and the lifetime of your one named beneficiary.

Option 3 (Life or 10 Years)

\$321.93

Option 3 is a modified monthly cash income paid for the greater of 10 years or your lifetime. In the event of death within 10 years of your retirement, monthly payments will continue to your beneficiary or estate until a total of 120 payments have been made.

Options 5 to 15 (Fixed Payments)

Options 5-15 provide a benefit guaranteed for a fixed number of years as shown below. Benefits are paid out each month to the participant until the final payment is made. In the event of death, all remaining payments will be paid to your beneficiary or estate.

Option #	Years of Payment	Monthly Benefit
5*	5	\$1,300.30
6*	6	\$1,087.83
7*	7	\$937.32
8*	8	\$825.50
9*	9	\$739.16
10	10	\$670.59
11	11	\$616.02
12	12	\$571.51
13	13	\$534.24
14	14	\$502.47
15	15	\$475.58

*Options 5-9 are eligible for direct rollover into an IRA or to an eligible plan that accepts the rollover.

PARS Benefit Assumptions

The PARS Supplementary Retirement Plan benefits are illustrated according to the assumptions listed below. Your PARS benefit is subject to verification of these assumptions and will ultimately be determined based on the provisions of the plan.

To participate in the PARS SRP, you must review and correct any assumptions that are inaccurate using the enclosed Correction Form (page 4).

PARS Assumptions Table

Participant Birthdate	07/21/53
Resignation Date	06/30/12
Participant Age at Resignation	58.94
Final Pay	\$96,211
*Your 2011-12 contract salary multiplied by your current FTE.	
Beneficiary Birthdate*	07/21/53
Beneficiary Age at Resignation	58.94

*Note: A beneficiary birthdate assumption was created based on your own date of birth. Beneficiary birthdate only affects the amount of Option 2.

Your PARS Benefit

The PARS benefit supplements your primary retirement system allowance. If you participate in the PARS plan, your choice of benefit option and beneficiary for Option 2 is final upon the close of the enrollment window and cannot be changed thereafter.

The projected benefit amounts illustrated for all options are based on annuity rates at the time this illustration was printed. The final amount of your benefit will be determined prior to your first distribution based on the most current annuity rates at the time of purchasing the annuity.

For More Information

Please contact the Plan Enrollments Department at (800) 731-7884 or enrollments@pairs.org

197

Neither Capistrano Unified School District nor F

r legal advice. See your tax consultant, accountant or

Capistrano Unified School District Supplementary Retirement Plan (SRP)

PUBLIC
AGENCY
RETIREMENT
SERVICES

PARS

Making retirement work for you.

PLAN SUMMARY (page 3)

TYPE OF PLAN

This plan is a retirement incentive plan. The District has agreed to pay all costs necessary to provide a monthly benefit. Sufficient participation to meet the District's fiscal and operational objectives must be met by the March 16, 2012 enrollment deadline in order for the plan to go into effect. After the deadline, resignations of participants are locked in and may not be rescinded unless the District withdraws the plan. If a level of participation acceptable to the District has not been reached as of the enrollment deadline, the District may withdraw the incentive and will notify enrolled participants of withdrawal on or before March 30, 2012. If the District withdraws the plan, resignations will be automatically rescinded.

BENEFIT DESCRIPTION

- The District shall make non-elective employer contributions into the participant's 403(b) annuity contract held at Pacific Life Insurance Company. The sum of the contributions shall equal **85% of Final Pay** (inclusive of plan administrative expenses of 4%).
- Final Pay shall be defined as the employee's 2011-2012 Contract Salary, multiplied by the employee's current FTE (full-time equivalence).
- Participants shall elect from the following monthly benefit payment options that are calculated based on current annuity rates obtained through Pacific Life at the time of purchasing the annuity:

Lifetime Option (Option 1): a monthly cash payment for your lifetime only.

Joint-and-100% Survivor Option (Option 2): a modified monthly lifetime payment; upon your death, the payment continues at the same level for the lifetime of your one named beneficiary, upon your beneficiary's death, the payment ends. If your beneficiary is a non-spouse more than 10 years younger than you, the monthly benefit payable to your beneficiary may be further reduced based on the age of your beneficiary.

Life or Ten-Year Option (Option 3): a modified monthly payment paid for the greater of 10 years or your lifetime. In the event of death within 10 years of your retirement, monthly payments will continue to be paid to your beneficiary or estate at the same level until a total of 120 payments have been received. If you live beyond 10 years of your retirement, the benefit will end at the time of your death.

Fixed Payment Options: (Options 5-15): a higher monthly payment, but for a fixed period of time, ranging from 5 to 15 years; upon your death, if you have not received all of the payments due, payments will continue to your beneficiary or estate until the total number of payments have been received.

Options 5-9 may be rolled over into an IRA or to an eligible employer plan that accepts the rollover.

- Participants shall not have a cash option to the employer 403(b) contributions.
- All contributions into the participant's 403(b) account must be made in accordance with the applicable IRS rules and regulations.
- Choice of District benefit option and designation of beneficiary for Option 2 will become final as of the March 16, 2012 enrollment deadline and cannot be changed thereafter.

BENEFIT PAYMENT

- District benefits are due to commence August 1, 2012 provided that you have submitted all required PARS enrollment materials and District Letter of Retirement to PARS by the March 16, 2012 enrollment deadline.
- The projected benefit amounts illustrated on the Benefit Illustrations are based on annuity rates at the time the illustration was printed. The final amount of the benefit option you select will be determined prior to your first distribution based on the most current annuity rates at the time of purchasing the annuity.
- District benefit amounts will ultimately be determined based on the provisions of the plan and are subject to verification of all relevant assumptions.
- Participants shall not be eligible for any other District sponsored retirement incentive programs.
- Participants shall not return to the District under a full-time contract or as a full-time employee without forfeiting their PARS benefit.

ELIGIBILITY REQUIREMENTS

1. Certificated Non-Management employee employed by the Capistrano Unified School District as of January 25, 2012
2. Are at least 55 years of age with 5 or more years of District service or at least 50 years of age with 30 or more years of District service as of June 30, 2012
3. Resign from District employment effective after completion of the 2011-12 school year on or before June 30, 2012

Capistrano Unified School District Supplementary Retirement Plan (SRP) ENROLLMENT PACKET



ENROLLMENT INSTRUCTIONS

- To enroll in the PARS SRP, please complete and submit all the required enrollment materials to PARS by the enrollment deadline of March 16, 2012
- Forms must be received in the PARS office by 5:00 p.m. on March 16, 2012 (not-postmarked). Forms can be submitted by mail, fax or email.
- You will receive a call from PARS confirming the receipt of your enrollment packet.
- This packet is for the PARS SRP only. Complete and submit a separate application to CalSTRS before your CalSTRS retirement date. Contact CalSTRS to confirm the deadline for submission of your CalSTRS retirement application.

REQUIRED MATERIALS CHECKLIST

- ☐ **Correction Form (page 4)**
- ☐ **Enrollment Form (page 5)**
- ☐ **Beneficiary Form (page 6)**
- ☐ **Tax Withholding Form (page 7)**
- ☐ **Direct Deposit Form (page 8 – optional)**
- ☐ **Employee Proof of Age (required for all options)**
(a legible photocopy of a driver's license, passport or state i.d. card)
- ☐ **Beneficiary Proof of Age (required for Option 2 only)**
(a legible photocopy of a driver's license, passport or state i.d. card)
- ☐ **District Letter of Resignation**

FOR FURTHER INFORMATION

Please contact the PARS Plan Enrollments Department with any questions at (800) 731-7884 or via email at enrollments@pars.org.

Capistrano Unified School District Supplementary Retirement Plan (SRP) CORRECTION FORM (page 4)

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INSTRUCTIONS

1. Fill in your personal information in Section 1.
2. If any of the assumptions listed on your Benefit Illustration (page 2) are incorrect, provide the correction(s) in Section 2 and return this form to PARS to receive a revised Benefit Illustration.

Note: These Assumptions are used to calculate your PARS benefit and are required to be correct.

Read the statements in Section 3, and sign and date the spaces below.

3. If the assumptions listed on your Benefit Illustration (page 2) are correct, complete Section 1 and Section 3 and return this form to PARS with your completed Enrollment Packet.

SECTION 1: Personal Information

Name: _____ Social Security #: _____

Home Address: _____

City, State, Zip Code: _____

Home Phone Number: () _____ E-mail Address: _____

SECTION 2: Correction of Assumptions

Correct ONLY the assumptions that are incorrect on your Benefit Illustration:

1. Employee Name: _____

2. Employee Date of Birth: _____

3. Final Pay (your 2011-12 Contract Salary, multiplied by your current FTE): _____

4. District Resignation Date (no later than June 30, 2012): _____

5. Beneficiary Date of Birth (used to calculate Option 2 only): _____ ☐ Spouse ☐ Non-Spouse ☐ Male ☐ Female

SECTION 3: Acknowledgement

I have reviewed the relevant assumptions on my Benefit Illustration (page 2) and if applicable, have corrected all that are inaccurate and agree to assumptions used to calculate my PARS benefit.

I understand that my benefit will ultimately be determined based on the provisions of the Plan and that it is subject to verification of all the relevant assumptions.

Employee Signature: _____ **Date:** _____

Capistrano Unified School District Supplementary Retirement Plan (SRP)

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ENROLLMENT FORM (page 5)

INSTRUCTIONS

1. Provide your personal information in Section 1.
2. Indicate your PARS SRP Option in Section 2.
3. Read the Enrollment Statement in Section 3. Sign and date in the spaces provided.

SECTION 1: Personal Information

Participant Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone Number: Work () _____ Home: () _____

Date of Birth: _____ Gender: _____ Social Security #: _____

Position: _____

SECTION 2: Benefit Selection

Please select one of the following SRP Options and indicate it in the space provided below:

Option 1; Option 2; Option 3; or one of the Options 5 –15

PARS BENEFIT OPTION: _____

(Your choice of PARS Option cannot be changed after the enrollment deadline.)

SECTION 3: Enrollment Statement

I am a Certificated Non-Management employee employed by the District as of January 25, 2012. I am at least 55 years of age with 5 or more years of District service or at least 50 years of age with 30 or more years of District service as of June 30, 2012. I will resign from District employment effective after completion of the 2011-12 school year on or before June 30, 2012. I hereby apply for the benefits for which I qualify under the Capistrano Unified School District PARS Supplementary Retirement Plan.

I understand that the projected monthly benefit amounts illustrated on my Benefit Illustrations for all options are based on annuity rates at the time the illustrations were printed. The final amount of the benefit option I select will be determined prior to my first distribution based on the most current annuity rates at the time of purchasing the annuity. The benefit amount is subject to verification of the relevant assumptions and will ultimately be determined according to the provisions of the Plan.

If I elect Option 3 or one of the Options 5-15 and I die before I have received the number of payments due, the payments will continue to the beneficiary I designate or to my estate until that total number of payments has been received.

My choice of benefit option and beneficiary for Option 2 is final as of the March 16, 2012 deadline and cannot be changed thereafter.

To enroll in the PARS SRP, I must submit a Correction Form, Enrollment Form, Beneficiary Designation Form, Tax Withholding Request Form, Proof(s) of Age, and District Letter of Retirement to the PARS office by March 16, 2012.

My resignation is irrevocable as of the enrollment deadline unless the District withdraws the plan. If the District withdraws the plan, my resignation is automatically rescinded.

Neither Capistrano Unified School District nor PARS, Public Agency Retirement Services, offers tax, accounting or legal advice, and I will consult my own tax, accounting or legal advisors for information on the consequences of my retirement.

I will consult CalSTRS for official calculations of my CalSTRS retirement allowance.

I have reviewed the entire contents of this enrollment packet.

Participant Signature: _____

Date: _____

Capistrano Unified School District Supplementary Retirement Plan (SRP)

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BENEFICIARY FORM (page 6)

INSTRUCTIONS

1. Complete Section 1, Participant Information.
2. If selecting Option 1, complete Section 2.
If selecting either Options 2, 3 or one of the Options 5-15, skip Section 2, read the rules for Designation of Beneficiary in Section 3 and provide your beneficiary information. **Please note that spousal/registered domestic partner consent is NOT required if your spouse/registered domestic partner is your 100% primary beneficiary.**

SECTION 1: Participant Information

Participant Name: _____ Social Security #: _____
Marital Status: ☐ Single ☐ Married ☐ Widowed

SECTION 2: Complete if Electing Lifetime Option

I have elected Option 1, the lifetime payment. I understand that this option does not pay out to a beneficiary.

Participant Signature: _____ Date: _____

SECTION 3: Complete if Selecting Option 2, Option 3 or one of the Options 5-15

Rules for Designation of Beneficiary

1. The Plan requires that if you are married or have a registered domestic partner, your surviving spouse/registered domestic partner will be your sole primary beneficiary, unless your spouse/registered domestic partner waives this right.
2. If you wish to designate a person or persons other than your spouse/registered domestic partner, or in addition to your spouse/registered domestic partner, as your sole primary beneficiary, you must obtain the notarized consent of your spouse/registered domestic partner in writing on this form by completing Section 4 (the Notary must attach a separate acknowledgement to notarize your spouse/registered domestic partner's signature). Failure to obtain your spouse/registered domestic partner's consent in these instances will render this designation invalid. Any consent by a spouse/registered domestic partner applies only to that spouse/registered domestic partner and not any future spouse/registered domestic partner. Therefore, if a new marriage or domestic partnership occurs, a new Designation of Beneficiary Form must be completed and the new spouse/registered domestic partner's consent must be obtained.
3. You are considered married if you are under decree of separate maintenance or decree of legal separation.
4. If the location of your spouse/registered domestic partner is unknown, you must attach to this form a notarized statement stating that your spouse/registered domestic partner cannot be located.
5. You reserve the right to revoke or change your designation of beneficiary, subject to the other provisions of the Plan. You may not change your beneficiary designation for Option 2 (Joint-and-100% Survivor) after the enrollment deadline.
6. It is your responsibility to keep your designation of beneficiary current.
7. If, upon your death, there is no valid designation of beneficiary on file with the Trust Administrator, any payments that are due will be paid in accordance with the Plan Document.

(Note: If selecting Option 2, you are permitted only one beneficiary designation.)

Beneficiary: percentage = _____% ☐ Primary ☐ Secondary
Beneficiary Name: _____ Social Security #: _____
Address: _____ City: _____ State: _____ Zip: _____
Date of Birth: _____ Sex: _____ Relationship: _____ Phone #: _____

Beneficiary: percentage = _____% ☐ Primary ☐ Secondary
Beneficiary Name: _____ Social Security #: _____
Address: _____ City: _____ State: _____ Zip: _____
Date of Birth: _____ Sex: _____ Relationship: _____ Phone #: _____

(To designate additional beneficiaries, attach a separate sheet providing the same information requested above.)

Participant Signature: _____ Date: _____

SECTION 4: Spousal/Registered Domestic Partner Consent

I hereby consent to the above beneficiary designation of my spouse/registered domestic partner, a participant of this Plan. I understand that in consenting to the designation of anyone except myself as beneficiary, I am waiving my rights to a survivor benefit that I would legally be entitled to at a later date.

Spouse/Registered Domestic Partner Signature: _____ Date: _____

SECTION 5: Signature and Stamp of Notary Public

Please have the notary attach a separate acknowledgement to notarize Spousal/Registered Domestic Partner Signature in Section 4.

Capistrano Unified School District Supplementary Retirement Plan (SRP) TAX WITHHOLDING FORM (page 7-side A)

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INSTRUCTIONS

1. Read carefully the information provided in Section 1, General Information.
2. Complete Section 2 (front side) ONLY if you have selected one of the Options 1, 2, 3 or 10-15.
3. Complete Section 3 (back side) ONLY if you have selected one of the Options 5-9.

SECTION 1: General Information

- ♦ Effective January 4, 1996, California stopped taxing the retirement income of anyone who is not a resident of the state.
- ♦ If you elect not to have federal or state income tax withheld, you are liable for payment on the taxable portion of your benefits. You may also be subject to a tax penalty under the "estimated tax" payment rules if your withholding, plus any estimated tax payments, are not at an adequate level.

SECTION 2: To Determine Tax Withholding On Options 1, 2, 3 or 10 – 15

Part A: Federal Income Tax Withholding

- ☐ I do NOT want to have federal income tax withheld from my monthly benefit payment.
- ☐ I WANT federal income tax withheld from my benefit in the amount of \$ _____ each month. (Enter an amount, NOT a percentage, tax bracket or number of exemptions.)

Part B: State Income Tax Withholding

- ☐ I do NOT want to have state income tax withheld from my monthly benefit payments.
- ☐ I WANT state income tax withheld from my benefit in the amount of \$ _____ each month. (Enter an amount, NOT a percentage, tax bracket or number of exemptions.)

If you are not a resident of California, indicate in which state you have established residency.

Name of State: _____

PARS does not provide tax, accounting or legal advice.
Please contact your tax consultant, accountant or attorney for advice.

Part C: Authorization

I certify that I have received, read and understand the Special Tax Notice Regarding Plan Payments on the taxation of distributions from qualified pension plans.

Participant Name (print): _____

Social Security #: _____

Participant Signature: _____

Date: _____

Capistrano Unified School District Supplementary Retirement Plan (SRP) TAX WITHHOLDING FORM (page 7-side B)

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SECTION 3: To Determine Tax Withholding On Options 5 – 9

If you select one of the Options 5-9, mandatory 20% federal income tax withholding and any mandatory or voluntary state income tax withholding (as determined by your state of residency) will be deducted from your monthly benefit unless you elect a direct rollover to an IRA or to an eligible employer plan that accepts the rollover. Withholding requirements for distributions from qualified plans vary by state. The income tax withholding requirement of your state of residency will dictate if different than your selection below.

Part A: Federal Income Tax Withholding

- ☐ I elect only to have the mandatory 20% federal income tax withheld from my monthly benefit payments.
- ☐ IN ADDITION TO the mandatory 20% federal income tax withholding, I want federal income tax withheld from my benefit in the amount of \$ _____ each month. (Enter an amount, NOT a percentage, tax bracket or number of exemptions.)
- ☐ I elect a direct rollover to an IRA or to an eligible employer plan that accepts the rollover pursuant to the instructions on my Direct Deposit/Rollover Form; therefore, I am not subject to the mandatory 20% federal income tax withholding*.

Part B: State Income Tax Withholding

- ☐ I do NOT want to have state income tax withheld from my monthly benefit payments.
- ☐ I WANT state income tax withheld from my benefit in the amount of \$ _____ each month. (Enter an amount, NOT a percentage, tax bracket or number of exemptions.)
- ☐ I elect a direct rollover to an IRA or to an eligible employer plan that accepts the rollover pursuant to the instructions on my Direct Deposit/Rollover Form; therefore, I do not want state income tax withheld from my benefit payments*.

*If you do not submit to PARS a Direct Deposit/Rollover Form providing PARS with your rollover account information, your benefit payments will be mailed to your home less the mandatory 20% federal income tax withholding.

If you are not a resident of California, indicate in which state you have established residency.

Name of State: _____

PARS does not provide tax, accounting or legal advice.
Please contact your tax consultant, accountant or attorney for advice.

Part C: Authorization

I certify that I have received, read and understand the Special Tax Notice Regarding Plan Payments on the taxation of distributions from qualified pension plans.

Participant Name (print): _____

Social Security #: _____

Participant Signature: _____

Date: _____

PARS * 4350 V
(800) 731-7800

19 of 34
Attachment 3
Page 9 of 11

Port Beach, CA 92660
ollments@pars.org

Capistrano Unified School District Supplementary Retirement Plan (SRP)

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DIRECT DEPOSIT/ROLLOVER FORM (optional – page 8)

INSTRUCTIONS

1. Read General Information in Section 1.
2. In Section 2, provide your personal information and the name of your Account Co-Tenant, if account is jointly held.
3. Contact your financial institution and verify the mailing address, ABA/Transit Routing Number (not applicable for direct rollover), and account number where your deposits will be sent. Complete Section 3 with the verified information.
4. Read the Authorization in Section 4. Sign and date the spaces provided.

SECTION 1: General Information

- ♦ A completed Direct Deposit/Rollover Form is not required by the enrollment window deadline date. The form must be received in the PARS office 45 days prior to the first benefit payment. If a completed form is not received by PARS, your monthly payments will be mailed to your home address (less the mandatory 20% federal tax withholding, if you selected one of the Options 5-9).
- ♦ Benefit payments will be mailed to your home if you do not submit a Direct Deposit/Rollover Form or if the Direct Deposit/Rollover Form is incomplete.
- ♦ Complete this form to have your benefit payments deposited to an account in a bank, credit union or financial institution.
- ♦ If electing to have your benefit payments deposited into a checking or savings account, the payments are made via EFT (Electronic Funds Transfer) around the first business day of every month.
- ♦ If electing a direct rollover of your benefit payments, the benefit payments will be mailed directly to the financial institution at the address you provide below. Please allow extra time for mailing and processing of your monthly rollover payments.
- ♦ **You will NOT receive monthly statements from PARS; contact your financial institution to confirm that deposits are credited to your account.**

SECTION 2: Personal Information

Participant Name: _____ Social Security #: _____

Account Co-Tenant Name (if account if jointly held): _____

SECTION 3: Financial Institution Information

(Consult your financial institution to verify the information required below.)

Financial Institution Name: _____ Attn: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Transit Routing/ABA Number: (not applicable for direct rollover) _ _ _ _ _

Please check the type of account and provide complete account number:

☐ **CHECKING:** Account Number: _____

☐ **SAVINGS:** Account Number: _____

DIRECT ROLLOVER*: Account Number: _____

Check Type of Rollover: ☐ IRA ☐ 403(b) Plan ☐ 457 Plan ☐ Other: _____

*Only Options 5-9 are eligible for direct rollover into an IRA or to an eligible employer plan that accepts the rollover.

SECTION 4: Authorization

The undersigned participant (Participant) hereby authorizes and directs the PARS Trustee to transfer funds for benefit payments to which the Participant may be entitled under the terms of the Supplementary Retirement Plan (the Plan) as they become due and payable, in accordance with the written direction of the Plan Administrator, and directly deposit said funds by electronic transfer or check to the account maintained by the Participant at the "Financial Institution" identified above.

Said funds shall be in full payment, satisfaction and discharge of amounts due the Participant under the Plan. The Participant authorizes and directs the Financial Institution to refund any payments to the PARS Trustee to which the Participant or the Participant's successors or estate, would not have been entitled under the Plan as a result of the Participant's death or otherwise, and the same to the Participant's Account designated above. Both Participant and any co-tenant on the Participant Account agree on behalf of themselves, their heirs, executors, successors, and any trustee of his or her trust (if any) to reimburse the PARS Trustee for such payments.

This authorization is to remain in full force and effect until the PARS Trustee has received written notice from the Participant of its termination. Direct Deposit shall be effective for all payments made by the PARS Trustee on behalf of the Participant as soon as administratively possible upon receipt of this authorization.

Participant Signature

PARS * 4350 Von Ka
(800) 731-7884 *

20 of 34

Attachment 3
Page 10 of 11

Account Co-Tenant Signature

Date

Beach, CA 92660
ents@pars.org

16t

Capistrano Unified School District Supplementary Retirement Plan (SRP)

DISTRICT LETTER OF RESIGNATION

I, (print name) _____, am resigning from the Capistrano Unified School District. My resignation will become effective on _____ (after completion of the 2011-12 school year, on or before June 30, 2012).

I have met the eligibility requirements and will meet the participation requirements established by the District for participation in the PARS Supplementary Retirement Plan (SRP). I will submit this District Letter of Resignation and all other required PARS enrollment materials to be received in the PARS office by the March 16, 2012 enrollment deadline.

Sufficient participation to meet the District's fiscal and operational objectives must be met by the March 16, 2012 enrollment deadline in order for the plan to go into effect. After the deadline, resignations of participants are locked in and may not be rescinded unless the District withdraws the plan. If a level of participation acceptable to the District has not been reached as of the enrollment deadline, the District may withdraw the incentive and will notify enrolled participants of withdrawal on or before March 30, 2012. If the District withdraws the plan, resignations will be automatically rescinded.

I understand that my resignation from District employment and participation in the PARS SRP is irrevocable as of the enrollment deadline. If the District withdraws the Plan for me, my resignation is automatically rescinded.

I have reviewed and understand the provisions of the District Retirement Incentive.

Participant's Signature

Date

Address

City

State

Zip

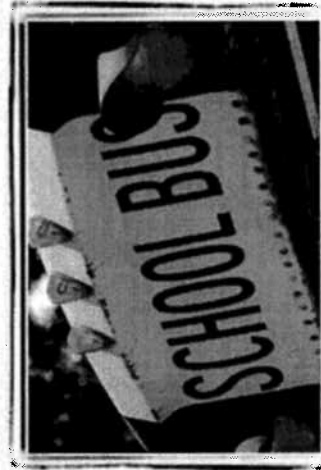
Home Phone #

Social Security #

PARS Supplementary Retirement Plan

Capistrano Unified School District

March 28, 2012



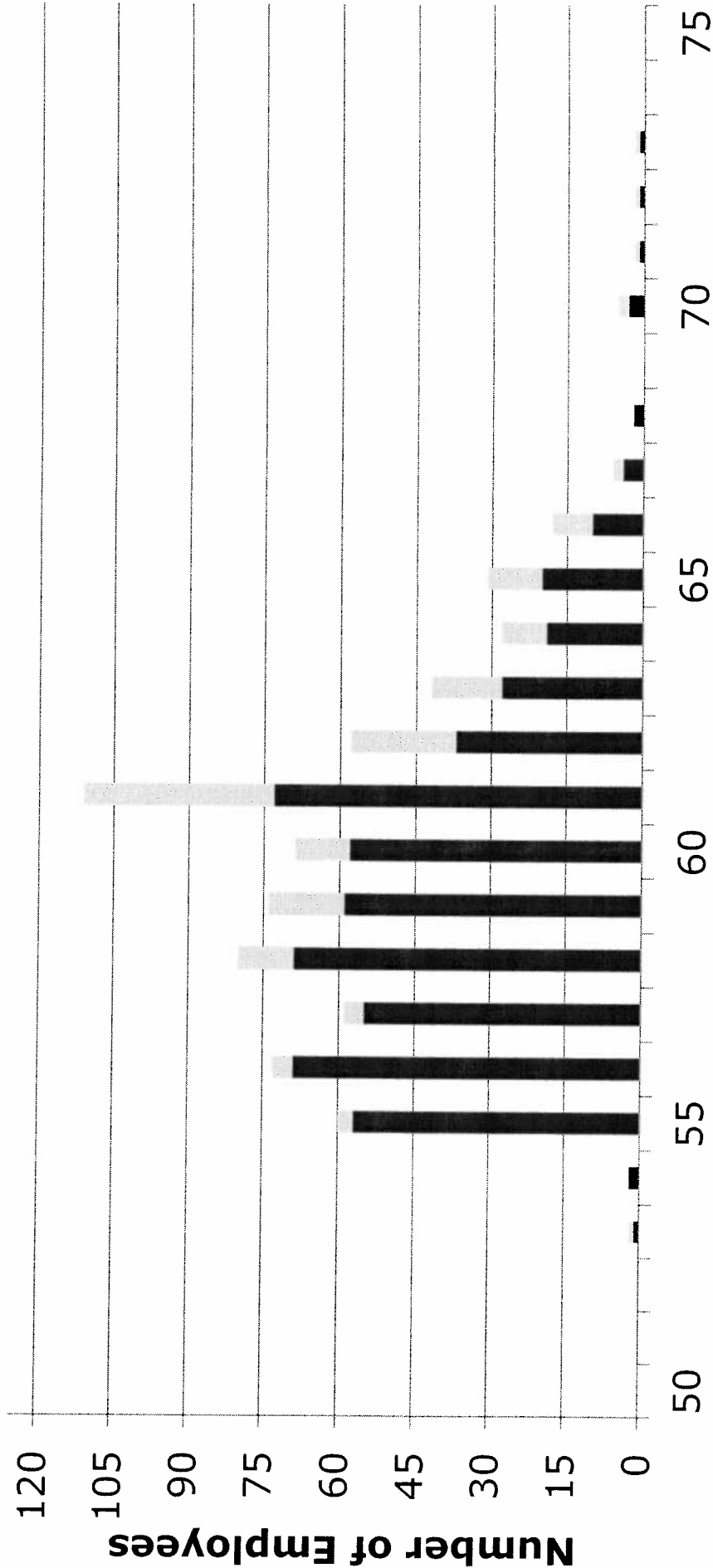
Retirement Statistics

Participation Level	158 Retirements (27.72% of eligible group)
Average Age	62.14 Years
Average Service	22.99 Years
Average Salary	\$89,415

Capistrano USD
 March 28, 2012

Retirement Eligible Demographics

■ Returning Employees ■ Retiring Employees



Age of Employee

Illustrative example of savings in 12-13

Assuming 17 positions not replaced

Total Compensation of Retiring Employees	\$16,957,872
less Total Compensation of Replacement Employees	(\$12,017,571)
less PARS Annual Cost	(\$2,401,681)
less Retiree Health Care cost	(\$672,838)
less Natural Attrition	(\$972,334)
Net Savings in Year 1	\$893,450

Fiscal Analysis with Non-Replacements 158 Certificated Non-Management Retirements

Number of Positions Replaced	Positions Not Replaced	Projected Savings in Year 1 2012-2013	Projected Savings over 2 Years 2013-2014	Projected Savings over 3 Years 2014-2015	Projected Savings over 4 Years 2015-2016	Projected Savings over 5 Years 2016-2017
158	0	(\$225,342)	(\$720,674)	(\$1,373,685)	(\$2,137,549)	(\$3,045,253)
141	17	\$893,450	\$1,529,524	\$2,050,520	\$2,504,934	\$2,861,507
126.4	31.6	\$1,854,294	\$3,462,046	\$4,991,309	\$6,492,008	\$7,934,371
111	47	\$2,867,788	\$5,500,461	\$8,093,236	\$10,697,551	\$13,285,201
94.8	63.2	\$3,933,931	\$7,644,767	\$11,356,302	\$15,121,565	\$18,913,995
81	77	\$4,842,126	\$9,471,398	\$14,135,952	\$18,890,169	\$23,708,895
63.2	94.8	\$6,013,567	\$11,827,487	\$17,721,296	\$23,751,122	\$29,893,620
31.6	126.4	\$8,093,203	\$16,010,207	\$24,086,290	\$32,380,678	\$40,873,244
0	158	\$10,172,840	\$20,192,928	\$30,451,284	\$41,010,235	\$51,852,868

**PARS, PUBLIC AGENCY RETIREMENT SERVICES
SUPPLEMENTARY RETIREMENT PLAN (SRP)
ENROLLMENT LIST**

DATE: 3/16/2012

AGENCY: Capistrano Unified School District

Certificated Non-Management

	EMPLOYEE NAME	FINAL PAY	OPTION	PROJ. AMOUNT	OPTION 2 BENE %
1	Alapag, Joice	\$75,818.00	5	\$1,024.67	
2	Alexander, Michele	\$96,211.00	5	\$1,300.30	
3	Atkinson, Arlene	\$81,840.00	10	\$570.42	
4	Ballantine, Linda	\$94,311.00	10	\$657.35	
5	Bandaruk, John	\$96,211.00	5	\$1,300.30	
6	Barnes, Jean	\$72,174.00	5	\$975.43	
7	Batten, Hugh	\$79,137.00	5	\$1,069.53	
8	Boomer, Joy	\$96,211.00	5	\$1,300.29	
9	Bottino, Vivan	\$96,211.00	5	\$1,300.30	
10	Bradbury, Rebecca	\$96,211.00	9	\$739.16	
11	Brown, Ronald	\$96,211.00	5	\$1,300.30	
12	Burdysaw, Debra	\$96,211.00	5	\$1,300.30	
13	Butler, Timothy	\$96,211.00	5	\$1,300.30	
14	Cameron, D'Leo	\$77,612.00	5	\$1,048.92	
15	Canary, Robert	\$96,211.00	9	\$739.16	
16	Carnahan, Gail	\$94,311.00	5	\$1,274.62	
17	Carroll, Adeline	\$90,873.00	7	\$885.32	
18	Charles, Dortha (Kate)	\$85,837.00	1	\$339.41	
19	Christensen, Karen	\$88,973.00	10	\$620.14	
20	Clark, Laurie	\$96,211.00	1	\$350.87	
21	Class, Mary	\$96,211.00	1	\$359.99	
22	Clothier, Cynthia	\$96,211.00	5	\$1,300.30	
23	Coffin, Diane	\$79,940.00	5	\$1,080.39	
24	Cole, Linda	\$88,973.00	5	\$1,202.47	
25	Cooper-Ajibabi, Carol	\$96,211.00	5	\$1,300.30	

26	Crookshanks, Susan	\$85,837.00	5	\$1,160.09	
27	Cunningham, Deborah	\$96,211.00	9	\$739.16	
28	Danenhauer, Jennifer	\$59,047.00	5	\$798.03	
29	DeLange, Lynn	\$88,973.00	5	\$1,202.48	
30	DeLaura, Barbara	\$94,311.00	5	\$1,274.62	
31	Deptola, Cheri	\$81,840.00	5	\$1,106.07	
32	Dickmann, John (Jack)	\$89,104.00	5	\$1,204.23	
33	Eisenbrey, Joyce	\$73,916.00	9	\$567.87	
34	Elecciri, David	\$96,211.00	5	\$1,300.30	
35	Elliott, Carol	\$83,937.00	3	\$339.86	100%-Spouse 7/26/49
36	Escobar, Alicia	\$94,311.00	2	\$311.86	
37	Everett, Susan	\$83,937.00	12	\$498.60	
38	Faeta, Keiko	\$94,311.00	10	\$657.35	
39	Fialho, Michelle	\$73,916.00	5	\$998.97	
40	Findley, Judy	\$90,873.00	5	\$1,228.15	
41	Finn, Elizabeth	\$96,211.00	5	\$1,300.30	
42	Fujioka, Christine	\$81,840.00	3	\$279.86	
43	Galloway, Vicki	\$88,973.00	5	\$1,202.48	
44	Geller, Diane	\$49,104.00	5	\$663.64	
45	Gerling, Susan	\$51,801.00	5	\$700.09	
46	Germaine, Janis	\$90,873.00	5	\$1,228.15	
47	Gevaigian, Dara	\$96,211.00	1	\$359.99	
48	Ghan, Mary	\$56,571.00	1	\$196.41	
49	Gibb, Beth	\$96,211.00	5	\$1,300.30	
50	Girma, Andrea	\$68,017.00	5	\$919.25	
51	Glover, Bonita	\$81,840.00	5	\$1,106.07	
52	Goff, Jacquelyn	\$96,211.00	5	\$1,300.29	
53	Gonzalez, Armando	\$83,937.00	5	\$1,134.41	
54	Goodhue, Victoria	\$94,311.00	7	\$918.81	
55	Gunderson, Terry	\$73,916.00	15	\$365.37	
56	Hertz, Madeleine	\$90,873.00	5	\$1,228.15	
57	Hewett, Janet	\$96,211.00	5	\$1,300.30	
58	Hitchcock, Noreen	\$94,311.00	5	\$1,274.62	
59	Hoffman, William	\$98,111.00	5	\$1,325.98	

60	Hornacek, Melissa	\$96,211.00	5	\$1,300.30	
61	Houston, David	\$96,211.00	5	\$1,300.30	
62	Howit, Gregory	\$96,211.00	5	\$1,300.30	
63	Hustad, Barbara	\$77,612.00	3	\$284.31	
64	Hutchinson, Barbara	\$94,286.00	5	\$1,274.27	
65	Irwin, Marianne	\$96,211.00	15	\$475.58	
66	Jenkins, Marsha	\$88,973.00	5	\$1,202.48	
67	Kalmonson, Diane	\$88,973.00	2	\$294.58	100%-Spouse 5/2/48
68	Kerhoulas, Dion	\$96,211.00	5	\$1,300.30	
69	Kiefer, Linda	\$94,311.00	1	\$362.59	
70	Kingston, Patricia	\$94,311.00	5	\$1,274.62	
71	Klink, Charlotte A	\$88,973.00	5	\$1,202.48	
72	Labushevicz, Louise	\$85,837.00	5	\$1,160.09	
73	Lash, Kathleen	\$88,973.00	5	\$1,202.48	
74	Lasho, Bonny	\$88,973.00	15	\$439.80	
75	Lechtaler-Gallagher, Lynn	\$85,837.00	5	\$1,160.09	
76	Lee, Gregory G	\$96,211.00	5	\$1,300.30	
77	Leon, Maria-Christina	\$96,211.00	5	\$1,300.30	
78	Lipsett, Robert	\$99,702.00	5	\$1,347.48	
79	Littman, Cathie	\$94,311.00	8	\$809.20	
80	Madrid, Ann	\$81,840.00	1	\$333.11	
81	Manning, Brian	\$96,211.00	5	\$1,300.30	
82	Martin, Mary	\$90,873.00	5	\$1,228.15	
83	Martinez, Emma	\$88,973.00	1	\$324.47	
84	McMahon, Patricia	\$96,211.00	5	\$1,300.30	
85	McNaught, James	\$94,311.00	15	\$466.19	
86	Meckel, Connie	\$85,837.00	5	\$1,160.09	
87	Mendel, Linda	\$94,311.00	5	\$1,274.62	
88	Meyers, Deborah	\$98,111.00	5	\$1,325.98	
89	Mieres, Maridean	\$94,311.00	5	\$1,274.62	
90	Migrditchian, Maureen	\$96,211.00	9	\$739.16	ck salary? \$96,411.
91	Miklas, John	\$96,211.00	5	\$1,300.30	
92	Miller, Gail Lynn	\$98,111.00	5	\$1,325.97	

93	Miller, Joe	\$96,211.00	5	\$1,300.30	
94	Moon, Cynthia	\$90,873.00	5	\$1,228.15	
95	Moreno, Carol	\$88,973.00	15	\$439.80	
96	Mullin, Diane	\$94,311.00	9	\$724.57	
97	Munsell, Donald E	\$96,211.00	5	\$1,300.30	
98	Neely, LuAnn	\$85,837.00	5	\$1,160.09	
99	Netherby, Jacqueline	\$96,211.00	5	\$1,300.30	
100	Noyes, Carolyn	\$85,837.00	15	\$424.30	
101	Oakes, Cheryl	\$83,937.00	5	\$1,134.41	
102	O'Connor, Loren	\$109,203.00	5	\$1,475.88	
103	Ogden, Sue	\$83,937.00	8	\$720.19	
104	Oliver, Barbara	\$90,873.00	15	\$449.19	
105	Ortiz, James	\$85,837.00	5	\$1,160.09	
106	Osier, Carolyn	\$73,916.00	5	\$998.97	
107	Palmer, William	\$79,940.00	10	\$557.18	
108	Panici, Raymond	\$96,211.00	15	\$475.58	
109	Paolino, Natalie	\$94,311.00	5	\$1,274.62	
110	Parks, Trudy	\$77,612.00	5	\$1,048.92	
111	Patton, Eric	\$98,111.00	5	\$1,325.98	
112	Pescara, Jane	\$88,973.00	5	\$1,202.48	
113	Peet, Harlan	\$87,204.00	15	\$431.06	
114	Petrucchio, Deanna	\$96,211.00	5	\$1,300.30	
115	Pettijohn, Constance	\$96,211.00	15	\$475.58	
116	Prestridge, Billups	\$96,211.00	5	\$1,300.30	
117	Primack, Karen	\$66,667.00	5	\$901.01	
118	Prince, Becke	\$85,837.00	5	\$1,160.09	
119	Rademaker, Kathleen	\$94,311.00	5	\$1,274.62	
120	Ralston, Valerie	\$94,311.00	5	\$1,274.62	
121	Reames, Elaine	\$83,937.00	5	\$1,134.41	
122	Redding, William	\$96,211.00	15	\$475.58	
123	Rossi, Paul	\$96,211.00	9	\$739.16	
124	Royalty, Gregory	\$67,308.00	10	\$469.13	
125	Ruby, Andrea	\$90,873.00	5	\$1,228.15	
126	Sanders, Gail	\$96,211.00	5	\$1,300.30	

127	Scherbart, Brian	\$96,211.00	15	\$475.58	
128	Schick, Kent	\$82,268.00	5	\$1,111.85	
129	Schofield, Patricia	\$90,873.00	5	\$1,228.15	
130	Scott, Janet	\$83,937.00	5	\$1,134.41	
131	Sexton, Patricia	\$83,937.00	15	\$414.91	
132	Shelley, Lynne	\$83,937.00	12	\$498.60	
133	Short, Gale	\$85,837.00	5	\$1,160.09	
134	Smith, Georgette	\$89,104.00	10	\$621.05	100%-Spouse 5/15/51
135	Smith, Susan	\$83,937.00	2	\$260.88	
136	Sobota, Katherine	\$94,311.00	6	\$1,066.34	
137	Soucy, Deborah	\$90,532.00	15	\$447.51	
138	Stinson, Elizabeth	\$96,211.00	1	\$334.04	
139	Stoffel, David	\$109,203.00	10	\$761.14	chk salary? \$109,232.43
140	Tice, Rebecca	\$96,211.00	5	\$1,300.30	
141	Tkaczyk, Karen	\$90,873.00	5	\$1,228.15	
142	Trager, James	\$96,211.00	10	\$670.59	chk salary? \$96,351.
143	Violette, Jan	\$90,873.00	5	\$1,228.15	
144	Volpe, Susan	\$79,512.00	5	\$1,074.60	chk salary
145	Walla, Becky	\$79,940.00	10	\$557.18	
146	Walz, Kathryn	\$96,211.00	5	\$1,300.30	
147	Webster, Nancy	\$96,211.00	5	\$1,300.30	
148	Westling, Wayne	\$96,211.00	5	\$1,300.30	
149	Whiting, Carey	\$96,211.00	5	\$1,300.30	
150	Willsey, Kathleen	\$79,940.00	5	\$1,080.39	
151	Wilson, Cynthia	\$94,311.00	5	\$1,274.62	
152	Wilson, James	\$96,211.00	2	\$266.66	100%-spouse 12/20/62
153	Winkelman, Margaret	\$96,211.00	5	\$1,300.30	
154	Woodward, Ellen	\$79,940.00	5	\$1,080.39	
155	Yaple, Deborah	\$96,211.00	5	\$1,300.30	
156	Young, Marsha	\$83,937.00	3	\$339.86	
157	Zallar, Carolyn	\$96,211.00	5	\$1,300.30	
158	Zoerner, Stephen	\$81,840.00	5	\$1,106.07	

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

March 22, 2012

TO: Board of Trustees

FROM: Robyn S. Phillips, Interim Deputy Superintendent

SUBJECT: CONCERNS RAISED ABOUT SUPPLEMENTARY RETIREMENT PLAN

The following responses are addressed to the concerns raised by the anonymous letter dated March 6, 2012, related to the Supplementary Retirement Plan offered to certificated non-management employees.

Why would the District pay \$81,000 for an annuity that would pay \$78,000?

It is possible that the a participant would receive a lower total benefit than the amount contributed by the District because the 4 percent administration fees are deducted from the retiree benefit rather than added to the District contribution. For example, if the District contributes \$81,000 towards the plan on behalf of a retiree, the amount that is paid to the insurance company is actually \$77,885.

If a retiree selects a five-year payout, the contributions are received by the annuity company annually and then go right back out in the form of a monthly benefit payment to the participant. As a result, there isn't much time to earn interest on those annual contributions. Therefore there is a marginal return on Option 5 (60 monthly payments).

If a different option is selected which pays out over a longer period of time, such as Option 10 (120 monthly payments), the retiree would receive \$81,000 in total payments. If Option 15 were selected (180 monthly payments), then the participant would receive a total of \$86,300. If a 59 year old person chooses a lifetime payment and lives 24 years of age as expected, they would collect \$95,600.

It is up to each individual to select the payout according to their preference. Option 5 pays the least amount of interest due to the "pay-as-you-go" nature of timing of contributions and benefit distributions of that particular option.

PARS (Public Agency Retirement Services) has a misleading name that implies a governmental agency

PARS does not represent itself as a governmental agency to any District employee or plan participant. The name of the company says exactly what they do, which is to provide retirement services to public agencies.

The 4 percent fee is excessive

The District selected PARS after a comprehensive evaluation of proposals submitted by the two companies that provide these plans for California school employees. During this process, PARS lowered their standard fees by 27 percent. The final fee is the lowest fee paid by any Orange County public agency that PARS works with, which includes more than 38 school districts, cities and special districts that have implemented early retirement plans.

The services provided by PARS are clearly outlined in the administrative services agreement. These services include the advisory work up front with District staff in formulating the plan and projecting the cost and saving. The services also include the work that is involved with informing employees about the plan, providing individualized estimates of the plan benefit under various options, and conducting the enrollment process. The services also include the implementation of the plan including all legal and tax documentation plus on-going administration. If the plan goes forward, PARS will be providing services to the retirees for the next 30-40 years in the form participant servicing (i.e., tax-withholding, beneficiary, financial institution changes, etc.) through a toll-free dedicated number. This would be no different than the participant servicing that a retiree would receive from STRS.

The fee represents compensation for administrative services provided by PARS and is not a commission.

PARS earns over \$1 million on this deal

Based on current enrollment figures, PARS would earn a total fee of \$461,860. This fee is paid to PARS over a five-year period in equal annual payments as the District makes contributions to the plan.

It is not advisable to purchase annuities when rates are low

Neither PARS nor the District control interest rates nor have any ability to predict future interest rates.

This plan was set up using a “defined contribution plan” approach, which guarantees the cost to the District (i.e., 85 percent of Final Pay). The plan design requires the immediate purchase of annuities, which offloads all mortality and investment risk onto the Pacific Life Insurance Company. As a result, participants do receive a lower interest rate return when annuity rates are low, which is the environment we currently face. The participants have all received annuity projections from PARS that are based on current annuity rates. It is up to the participant to decide whether to accept the District’s offer based on these current rates. No one is being forced to take this program nor is anyone being misled about current annuity rates.

It would have been possible to implement the plan through a “defined benefit plan” approach which would not have required an immediate annuity purchase. A defined benefit plan could guarantee participants a certain interest rate and benefit level, but it would leave the ultimate cost of the program unknown to the District and subject to investment and mortality risk, which would not be prudent.

Why isn't a lump sum option available?

The plan can only pay out benefits as fast as the District makes contributions. If the District makes contributions over a 5 year period, then the quickest PARS can pay benefits would also be over that 5 year period of time. Due to cash flow issues, the District cannot afford to make a lump contribution.

PARS doesn't even provide the equivalent of one year of STRS service credit

This statement is false. A participant 65 years of age earning \$94,311 per year would receive a 2.4 percent benefit factor. Two years of additional service credit would equate to approximately \$377/month in additional STRS benefit. Through PARS, the lifetime benefit is projected to be \$384/month for the same employee. Thus, the PARS benefit would be slightly greater than two years of service credit for a typical participant.

Why didn't the District use the STRS Golden Handshake Program?

There are significant drawbacks related to the inflexibility of the STRS Golden Handshake Program. First, the STRS Golden Handshake program would have required the inclusion of the certificated management employees, which would have eliminated all savings.

Second, it would have been virtually impossible to obtain 158 retirements from the Golden Handshake program. Experience has shown that most employees require the fixed term payouts of the PARS program to truly consider early retirement -- a feature not offered by STRS. As a result of these two factors, most districts and bargaining groups prefer working with PARS for a retirement incentive as compared to the STRS program.

What about the STRS DBS program?

State law does not permit the District to use the DBS program for early retirement. Thus, DBS is not a viable option.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

**Terms of Tentative Agreements Reached Between the
Capistrano Unified School District and
California School Employees Association and its Chapter 224
Revised 3-8-2012**

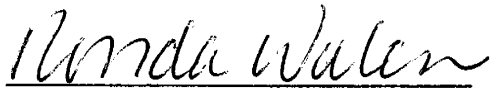
The parties have reached tentative agreements for 2011-2012 negotiations regarding:

1. Article 3.3 and 3.4 Rest and Lunch Periods – attached memorandum of understanding
2. Preschool Job Descriptions/Career Ladder – attached summary of agreement

The parties agree to continue discussions in subsequent negotiations surrounding:

1. The viability of a classified retirement option to generate savings
2. Clarification of language in Article 3.7.1 – Adjustment of Work Schedules

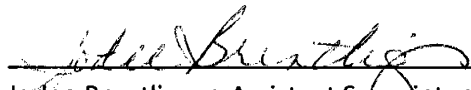
Both parties agree to proceed with ratification and approval of the tentative agreements and commence the process for opening negotiations for 2012-2013.



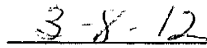
Ronda Walen, CSEA Chapter President



Date



Jodee Brentlinger, Assistant Superintendent
Personnel Services



Date

Nathan Banditelli, CSEA Labor Representative

Date

Memorandum of Understanding
Between the Capistrano Unified School District
and
California Schools Employee Association, Chapter 224

March 1, 2012 through June 30, 2013

The parties agree that for the effective dates of this Memorandum of Understanding (MOU) Article 3.3 and 3.4 in the existing agreement between CSEA and CUSD contract are superseded by this MOU in the following manner:

Article 3.3 Rest Periods

- 3.3.1 Classified employees of the District who work a minimum of 3-1/2 hours per day but less than seven hours per day, shall be entitled to one fifteen-minute paid rest period per day.
- 3.3.2 Employees working a minimum of seven hours or more per day shall be entitled to two fifteen-minute paid rest periods.
- 3.3.3 Employees and supervisors may schedule rest periods in order to maximize operational efficiency. Accordingly, breaks and lunches can be scheduled together or separately as to provide appropriate work site coverage.
- 3.3.4 Rest periods cannot be accumulated for credit.

Article 3.4 Lunch Period

- 3.4.1 Employees who work six hours or more shall be entitled to an unpaid duty free lunch period of at least thirty (30) minutes.
- 3.4.2 Such unpaid lunch periods will be scheduled at or about the mid-point of the work schedule as practicable and consistent with requirements of the orderly operation of the District.

The parties also agree that the intent of 3.3.3 that replaces both 3.3.3 and 3.3.4 is to:

- Benefit work site operational efficiency
- Provide a method to establish flexibility with schedules

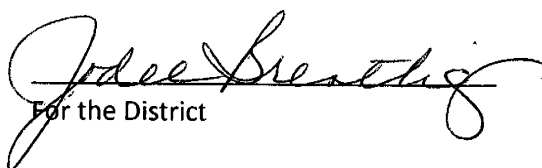
When schedules permit employees to leave the worksite during break times, employees and supervisors shall memorialize the plan in writing, releasing the District from any liability during that time.

The parties furthermore agree that during the effective period of this MOU, disagreements, concerns or exceptions under Article 3.3 and/or 3.4 shall be resolved through an interest based approach to problem solving instead of the grievance procedure.



For CSEA

2/21/12
Date



For the District

2-21-12
Date

For CSEA

Early Childhood Career Ladder

Summary of Agreement between Capistrano Unified School District and California School Employees Association and its Chapter 224

The parties agree to the attached Early Childhood career ladder and corresponding job descriptions and understand the following:

1. The Preschool Instructional Assistant–State and Bilingual Preschool Instructional Assistant–State–classifications shall be eliminated through attrition.
2. The Preschool Instructional Assistant classification shall be set at Range 22 for employees who have earned 6 units in ECE and shall increase to Range 23 upon completion of 12 units of ECE.
3. The Preschool Instructional Assistant-Bilingual classification shall be set at Range 23 for employees who have earned 6 units in ECE and shall increase to Range 24 upon completion of 12 units of ECE.
4. The Preschool Teacher/Site Facilitator classification shall be set at Range 33.
5. CPR, First Aid, and teacher permit requirements shall be added to the Preschool Teacher job descriptions under the “license/certificates” section.
6. Existing employees reclassified into new positions shall retain their seniority date for the following:
 - a. Instructional Assistant-State reclassified to Preschool Instructional Assistant
 - b. Bilingual Instructional Assistant-State reclassified to Preschool Bilingual Instructional Assistant
 - c. Preschool Teacher reclassified to Preschool Teacher/Site Facilitator
7. The parties shall meet to review the career ladder after June 30, 2013.

Ronda Waleu

For CSEA

2/21/12

Date

John Bretholz

For the District

2-21-12

Date

For CSEA

Date

AGREEMENT FOR PROVISION OF
EDUCATIONALLY RELATED MENTAL HEALTH SERVICES
BETWEEN
ORANGE COUNTY HEALTH CARE AGENCY
AND
CAPISTRANO UNIFIED SCHOOL DISTRICT
JULY 1, 2011 THROUGH JUNE 30, 2012

THIS AGREEMENT is entered into this 1st day of July 2011 which date is enumerated for purposes of reference only, is by and between the County of Orange, including but not limited to, the Health Care Agency (hereinafter referred to as "HCA") and the CAPISTRANO SELPA Special Education Local Plan Area and CAPISTRANO UNIFIED SCHOOL DISTRICT (collectively "SELPA" or "DISTRICT") (collectively, "PARTIES") with respect to the provision of Educationally-Related Mental Health Services.¹ This Agreement shall be administered by the County of Orange Health Care Agency (HCA).

RECITALS

WHEREAS, since 1986, County has been responsible to arrange and/or provide educationally related mental health assessments and services to eligible special education students upon referrals by DISTRICT pursuant to Section 26.5 of Division 7 of the California Government Code sections 7570-7590 and the implementing regulations (entitled "Interagency Responsibilities for Providing Services to Children with Disabilities" and commonly known as and referred to hereinafter collectively as "AB 3632"). AB 3632 defined educationally relevant mental health services to include: individual or group psychotherapy, collateral services, medication monitoring, case management, and residential placement.

WHEREAS, the 2011-2012 Budget Act reflects the repeal of the AB 3632 mandate effective July 1, 2011, and at the time of this AGREEMENT, there is no pending legislation known to the Parties to amend the Education Code or otherwise enact state statutory law to govern the provision of educationally related mental health services;

WHEREAS, the process for educationally related mental health assessment, services or placements to eligible students in the State of California was previously governed by AB 3632;

WHEREAS, the IDEA requires local educational agencies ("LEA"), including DISTRICT, to provide a free, appropriate public education ("FAPE") to eligible students with disabilities residing within its boundaries, and requires the provision of related services, including psychological services, social work services, and counseling services, as required to assist a child with a disability to benefit from special education;

WHEREAS, the 2011-2012 Budget Act re-benchmarks the Proposition 98 guarantee and provides an increase of \$221.8 million Proposition 98 General Fund to shift the responsibility for providing mental health services, including out-of-home residential services, required under federal law from county mental health departments and county welfare departments to school districts.

WHEREAS, the 2011-2012 Budget Act includes \$69 million in federal funds which shall be used exclusively for the purpose of providing mental health related services required by an Individualized

¹ For purposes of this Agreement, Educationally-Related Mental Health Services shall have the same meaning as listed in Exhibit A.

EXHIBIT 4

Education Program (IEP) to be distributed to SELPAs by the Superintendent of Public Instruction using data from the California Special Education Management Information System (CASEMIS), which amounts to approximately \$5.1 million for the Orange County SELPAs.

WHEREAS, in March 2011, the Legislature passed AB 100 (hereinafter "MHSA Realignment Funds"), amending the Mental Health Services Act (MHSA) and Children's Mental Health Services Act, among others, to provide MHSA funding to counties for mental health services for special education pupils and requiring the Controller to distribute to counties approximately \$98.6 million for fiscal year 2011-12 on a one-time basis from the Mental Health Services Fund for mental health services for special education pupils, based on a formula determined by the State in consultation with the California Mental Health Directors Association, and which provides the HCA approximately \$8.2 million;

WHEREAS, by this AGREEMENT the Parties intend to ensure that Proposition 98, fiscal year 2011-2012 State Budget Act funds, and MHSA Realignment funds are utilized so that special education pupils residing in the DISTRICT continue to be identified, assessed and provided with Educationally Related Mental Health Services required by the IDEA and to identify the rights and obligations of the Parties in conformity with these funding sources in light of the repeal of AB 3632;

WHEREAS, under State law, the County is obligated to provide medically necessary mental health services to eligible individuals under their Medi-Cal health plan, including seriously emotionally disturbed children in Orange County, who have qualifying mental health needs; some of these services are the same services that the DISTRICT may be obligated to provide under the IDEA and some of the same individuals who also qualify for Educationally Related Mental Health Services from the DISTRICT under the IDEA;

WHEREAS, the State has identified the 2011-12 fiscal year as a transition year and provided one-time funding to allow LEAs to develop mechanisms to maintain access to mental health services for special education students in order to help them benefit from their education;

WHEREAS, both the HCA and LEAs are interested in cost containment and the accuracy and transparency of invoicing for services;

WHEREAS, the OCDE, SELPAs, local school districts and Health Care Agency have a long history of working cooperatively under the repealed AB 3632 mandate to serve special education students and wish to continue that cooperative partnership under this agreement;

OPERATIVE PRINCIPLES

Accordingly, and in light of the foregoing recitals, the Parties agree that this AGREEMENT is to be implemented, interpreted and viewed in light of the following Operative Principles:

DISTRICT is responsible under the IDEA for the provision of FAPE to eligible students, pursuant to 20 U.S.C. § 1401 (26), 34 C.F.R. § 300.34., and County is obligated under State law, subject to funding and eligibility, to provide mental health services to eligible Medi-Cal beneficiaries in Orange County.

There is no federal IDEA obligation or state law obligation on HCA to provide FAPE, and there is no federal or state law obligation for DISTRICT to provide mental health services that are not educationally related, and this AGREEMENT is not intended to create any such obligations. This

AGREEMENT is not intended to make HCA a "public agency" within the meaning of IDEA and/or subject to the IDEA's dispute resolution provisions.

Absent reinstatement of and appropriation of funding by the State for AB 3632 services, there is no statutory mandate on HCA to provide AB 3632 services or on the DISTRICT to refer students to the HCA for mental health assessments and services under AB 3632.

The payment of funds to HCA as outlined in this Agreement, for provision of Educationally Related Mental Health Services for special education pupils does not create a statutory obligation on HCA to provide FAPE, and HCA is not otherwise required to provide Educationally Related Mental Health Services, except to the extent State law provides for the provision of the same or similar mental health services to the same or similar students.

NOW, THEREFORE, based on such recitals, operative principles, and other mutual considerations and promises herein, the Parties agree as follows:

1. DISTRICT'S Provision of FAPE: It is understood and agreed the DISTRICT has the right and obligation under IDEA to determine Educationally Related Mental Health Services needed for an eligible student to receive FAPE. The HCA will provide the services requested by the DISTRICT as noted in Exhibit A for this transitional year and pursuant to this AGREEMENT only. DISTRICT may use HCA to provide Educationally Related Mental Health Services or may independently, or through a third party vendor, provide for Educationally Related Mental Health Services. Once MHSA Realignment funds are exhausted, DISTRICT shall bear the costs of and pay HCA for the provision of Educationally Related Mental Health Services provided, in accordance with this AGREEMENT, to DISTRICT students; HCA shall reimburse DISTRICT to the extent that any such services are paid for by other State or federal funding sources if duplicate funding is received for the same services. (e.g., Medi-Cal, other MHSA funds, EPSDT).

2. Funding and Reimbursement: To the extent legally permissible, HCA will identify and use all alternate funding under the Bronzan-McCorquodale Act, Mental Health Services Fund, Children's Mental Health Services Act, Mental Health Services Act, Medi-Cal, Early and Periodic Screening, Diagnosis, and Treatment ("EPSDT"), and any other state or federal funding sources designated for the provision of mental health services to children who may also qualify for such services under the IDEA in providing Educationally Related Mental Health Services under this AGREEMENT. DISTRICT will reimburse HCA any costs incurred in providing educationally necessary mental health assessments and services to students hereunder which exceeds alternate funding.

3. Cooperation in Administrative Proceedings: Although HCA will not be named by the DISTRICT as a party to due process proceedings under the IDEA's procedural safeguards, HCA agrees to cooperate with the DISTRICT/SELPA by making relevant staff available, if possible, for all administrative or other legal proceedings involving special education students receiving services from HCA pursuant to this AGREEMENT.

4. Referrals and Assessment Reports: DISTRICT will refer students with suspected educationally related mental health needs arising from a qualifying IDEA disability to HCA for mental health assessment, and HCA will process and complete the assessment within the IDEA timelines and HCA will attend related IEP meetings. HCA may only recommend Educationally Related Mental Health Services and such determinations will only be advisory to and not otherwise binding upon the DISTRICT.

5. HCA's Provision of Services:

A. Educationally Related Mental Health Services for eligible students, as referenced in this agreement, are defined in Exhibit A of this Agreement.

B. By agreement of the parties, HCA will provide medication management through June 30, 2012. As of July 1, 2012, HCA and DISTRICT will no longer be obligated to provide medication management to eligible students.

C. The array of services noted in Exhibit A will be provided as needed for eligible children with qualifying disabilities, as defined under the IDEA, in paragraph (3) of Section 1401 of Title 20 of the United States Code.

D. HCA agrees to provide monthly "Student by School District" Reports to DISTRICT via the SELPA to review and validate that HCA's Integrated Records Information System ("IRIS") has eligible students documented in the correct district of residence, per the most current IEP found in the county mental health record. These reports will be delivered to SELPAs via secured e-mail approximately twenty-one (21) days from the last day of the month. SELPAs/DISTRICTS will have approximately fourteen (14) days to submit corrections to HCA's designated staff member.

E. HCA agrees to provide two "IEP Related Service Detail" reports to DISTRICT via the SELPA which provide detail of covered mental health services provided to eligible students. The first report will be delivered via secured e-mail by February 1, 2012 (covering services from July 1, 2011 through December 31, 2011), and the second report will be delivered by September 1, 2012 (covering services from January 1, 2012 through June 30, 2012).

F. Funding and/or reimbursement received by HCA, from sources other than DISTRICT, for Educationally Related Mental Health Services will offset any amount DISTRICT is required to fund under this Agreement. The accounting of expenditures to DISTRICT will reflect the cost of services (direct and indirect), the amount and payment of any offsets, and the net cost for the reimbursement.

G. HCA shall bill DISTRICT for direct and indirect services based on invoices that itemize the service function code, units of services and rate per unit. The costs will be determined using the following process:

1. The actual costs (total of direct and indirect costs) will be divided by the number of minutes to determine the cost per minute.
2. The total district minutes will then be multiplied by the cost per minute to determine the District cost by service function.
3. If there are any billing errors, the costs will be revised through a reconciliation process.

H. Due to the different end dates for matriculation and transitions to new school districts, in the event a pupil completes a school year before June 30, 2012, it is agreed that all mental

health services provided to a pupil in a school year will be billed to the school district of residence through June 30, 2012.

- I. HCA agrees to provide at least two group trainings for completing Interstate Compacts for the Placement of Children (ICPC) to interested SELPA and district staff prior to June 30, 2012.

6. Residential Placement and Payment of Room and Board: HCA will make recommendations directly to DISTRICT for students appearing to need residential placement. HCA's recommendation will be advisory. HCA's report will be given to DISTRICT prior to the IEP. The DISTRICT and HCA will review the report with parents at the IEP meeting. The HCA report will be considered an educational record as federal and state laws allow. DISTRICT will be responsible for making payments to residential treatment facilities for the board and care costs of students placed from their DISTRICT.

7. Use of MHSA-Realignment Funds for Educationally Related Mental Health Services Until MHSA-Realignment Funds are Exhausted:

A. HCA is committed to using MHSA-Realignment funds as they are received solely for the provision of Educationally Related Mental Health Services to DISTRICT's eligible students and for all costs associated with the provision of those services, as outlined in Exhibit A. The total amount of these MHSA-Realignment funds is approximately \$8.175 million for the 2011-2012 fiscal year.

B. HCA will provide a report to OCDE and the School Districts as to when it projects the state MHSA-Realignment funds allocated for mental health services for eligible student will be exhausted. Current estimates suggest that these MHSA-Realignment funds will be exhausted on February 29, 2012. The PARTIES anticipate HCA will distribute this report on or before December 31, 2011.

8. Reimbursement of Educationally Related Mental Health Services After MHSA-Realignment Funds are Exhausted: DISTRICT will provide full cost reimbursement to HCA for the provision of Educationally Related Mental Health Services, as outlined in Exhibit A, that exceed the amount of state MHSA-Realignment funds allocated for Orange County for fiscal year 2011-2012. This amount shall be referred to as "Additional Costs" which shall also be subject to full cost reimbursement to HCA as noted in this agreement (see # 5.). Current estimates suggest that MHSA-Realignment funds will be exhausted on February 29, 2012.

A. DISTRICT will reimburse HCA for Additional Costs within forty-five (45) days of receipt of submitted claims (as set forth more specifically in number 9 below) subject to verification by OCDE and the School Districts.

B. Additional Costs shall be for Educationally Related Mental Health Services described in Subparagraph 5.A., noted above, and all allowable costs as noted in Subparagraph 9.A below.

C. HCA agrees that their billing system will clearly set forth the name of the student, date of birth, the school district of residence, the dates and times of services provided and a description of the services that is satisfactory to DISTRICT.

D. HCA agrees to quickly resolve all billing disputes. Proof of the correction of billing disputes shall be provided to DISTRICT within thirty (30) days. Proof of the correction will be set forth in a written document listing the corrections.

E. HCA agrees to provide copies of audits performed by State or other regulatory entities under which it operates related to claims for reimbursement of Educationally Related Mental Health Services, upon a request made by the Orange County Department of Education. To the extent permitted by law, audit results will be kept confidential among the parties to this Agreement.

9. Submission of Claims:

A. HCA will submit a claim for services under this AGREEMENT quarterly, within thirty days of the end of each quarter (see paragraph C. below). DISTRICT shall reimburse HCA, on a full cost recovery basis, for all costs incurred in providing Educationally Related Mental Health Services which are not reimbursed by other funding sources. Reimbursable costs include both direct and indirect costs as previously allowed under the AB 3632 program. Payment must be received within forty-five days of the claim.

B. HCA will use its annual Mental Health Cost Report to reconcile all services provided during the term of this AGREEMENT and will provide a final reconciliation to DISTRICT by January 23, 2013 or sooner if possible.

C. HCA will submit quarterly claims as follows: First Quarter Claim to be submitted by October 31, 2011, or thirty (30) days after execution of this Agreement, for services provided July 1 through September 30, 2011; Second Quarter Claim to be submitted by January 31, 2012 for services provided October 1 through December 31, 2011; Third Quarter Claim to be submitted by April 30, 2012 for services provided January 1 through March 31, 2012; and Fourth Quarter Claim to be submitted by July 31, 2012 for services provided April 1 through June 30, 2012. It is anticipated the DISTRICT will have a zero due balance for the first two quarters as MHSA-Realignment, Medi-Cal, and EPSDT revenue is applied to the costs for services during that time period. The third quarter can expect to have a balance due as it is anticipated the MHSA-Realignment funds will be exhausted about February 29, 2012.

D. HCA quarterly claims will be mailed to DISTRICT at the following address:

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

E. Checks should be mailed to COUNTY at the following address:

Health Care Agency
Attn: David Francis, 7th Floor

405 West 5th Street
Santa Ana, CA 92701

10. Management of Medication: HCA and DISTRICT agree that with the repeal of Section 26.5 of Division 7 of the Government Code that state law no longer requires the provision of medication management by HCA. Therefore, HCA will send written notice to parents or legal guardians no later than sixty (60) days prior to June 30, 2012 that the provision of medication management by Parties to this agreement will cease to be a reimbursable service to HCA on July 1, 2012 unless separately agreed to by the PARTIES.

11. Mailing of Reports: Monthly and semi-annual service reports will be mailed to DISTRICT and SELPA at the following address:

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

12. Privacy: HCA and SELPA acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 104-191, students records under the Family Educational Rights and Privacy Act (FERPA), 20 USC Section 1232g; and under provisions of state law relating to privacy of student information. HCA and DISTRICT shall ensure that all activities and communications undertaken under this AGREEMENT will conform to the requirements of these laws.

13. Modification: This AGREEMENT shall not be modified or amended without the mutual written consent of the Parties.

14. Integration: This AGREEMENT represents the entire understanding of SELPA/DISTRICT and HCA as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This AGREEMENT may not be modified or altered except in writing and signed by both Parties hereto. This is an integrated AGREEMENT.

15. Indemnity:

A. HCA and DISTRICT shall each defend, hold harmless and indemnify the other party, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of facilities, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the indemnifying party, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

B. This indemnity provision shall survive the term of this AGREEMENT and is in addition to any other rights or remedies that HCA or DISTRICT may have under law and/or this AGREEMENT.

16. Laws and Venue: This AGREEMENT shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this AGREEMENT, the action shall be brought in a state or federal court situated in the County of Orange, State of California, unless otherwise specifically provided for under California law.

17. Third Party Rights: Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than DISTRICT and HCA.

18. Severability: The unenforceability, invalidity or illegality of any provision(s) of this AGREEMENT shall not render the other provisions unenforceable, invalid, or illegal.

19. Term: This AGREEMENT shall cover the period of July 1, 2011 through June 30, 2012.

20. Termination: Either party may terminate this Agreement, without cause, upon one hundred twenty (120) days written notice given the other party.

21. Dispute Resolution: HCA and DISTRICT agree that resolution of disputes on the implementation of this AGREEMENT will be initially conducted through collaborative efforts between the Parties. In the event a collaborative resolution cannot be achieved, the Parties agree that Title 5 of the California Code of Regulations at §4600, et seq. relating to "Uniform Complaint Procedures" will be applied.

22. Default; Force Majeure:

A. Neither party shall be deemed to be in default of the terms of this AGREEMENT if either party is prevented from performing its terms by causes beyond its control, including without being limited to: acts of God; any laws and/or regulations of State or Federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other parties written notice of the cause for delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance of the terms of this AGREEMENT.

B. Neither party shall be liable for any excess costs if the failure to perform the AGREEMENT arises from any of the contingencies listed above.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized officers in the County of Orange, California.

CAPISTRANO UNIFIED SCHOOL DISTRICT

BY: _____ DATED: March 28, 2012
Robyn S. Phillips

TITLE: Interim Deputy Superintendent, Business and Support Services

COUNTY OF ORANGE

BY: _____ DATED: _____
HEALTH CARE AGENCY

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

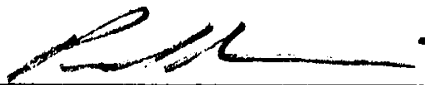
BY:  DATED: 4/10/2012
DEPUTY

EXHIBIT A
TO MEMORANDUM OF UNDERSTANDING
FOR PROVISION OF
EDUCATIONALLY RELATED MENTAL HEALTH SERVICES
BETWEEN
ORANGE COUNTY HEALTH CARE AGENCY
AND
CAPISTRANO UNIFIED SCHOOL DISTRICT
March 1, 2012 THROUGH JUNE 30, 2012

DESCRIPTION OF SERVICES TO BE PERFORMED BY HCA

Outpatient Services

A. Assessment

1. Initial Assessment Services: This includes clinical analysis of the pertinent history related to the current status of the student's mental, emotional or behavior condition.
2. Annual Assessments: This consists of reassessments required to reassess a student to determine eligibility for mental health services under the IDEA and/or to determine the appropriate composition of such services.
3. Assessment Updates: This includes six (6)-month updates for documentation purposes and chart review.

B. Medication Management (AKA Medication Monitoring)

Medication Management shall be provided by a licensed psychiatrist for each student determined to have a demonstrated need. Medication Management includes:

1. Evaluation of the need for medication;
2. Prescribing and monitoring of psychiatric medications or biologicals, necessary to alleviate the symptoms of mental illness;
3. Evaluation of clinical effectiveness and side effects of medication;
4. Obtaining informed consent for medication(s); and
5. Medication education (including discussing risks, benefits and alternatives with the consumer or significant support persons).

C. Mental Health Services

Mental Health Services shall include:

1. Individual Therapy: Individual Therapy includes those therapeutic interventions consistent with the student's IEP mental health goals that focus primarily on symptom reduction as a means to improve functional impairments. Individual Therapy is usually delivered to an individual, but may include family therapy when the individual is present.
2. Group Therapy: Group Therapy includes those therapeutic interventions for more than one student that focuses primarily on addressing the student's mental health goals and symptom reduction as a means to improve functional impairments. It may include group family therapy (when families of two or more students are present).
3. Collateral Services: Collateral Services consists of contact with one or more significant support persons in the life of the student which are determined by student's IEP team to be necessary to address the student's IEP mental health goals and which may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the student's condition and involving them in service planning and implementation of service plan(s). Family counseling or therapy which is provided on behalf of the student is considered collateral.
4. Family Therapy: Family Therapy consists of contact with the student and one or more family members and/or significant support persons that address a student's IEP mental health goals. Services shall focus on the care and management of the student's mental health conditions within the family system.
5. Plan Development: Plan Development consists of the following that address a student's mental health goals:
 - a. When staffs develop Client Plans, approve Client Plans, and/or monitor a client's progress. Such activities may take place with the client to develop a Client Plan or discuss the overall or program goals, with a client or family member and/or significant support persons to obtain signatures on the Client Plan, and, if needed, have the Client Plan reviewed and signed by a licensed/waivered/registered clinician.
 - b. When staff meet to discuss the student's clinical response to the Client Plan or to consider alternative interventions.
 - c. When staffs communicate with other professionals to elicit and evaluate their impressions (e.g. probation officer, teachers, social workers) of the student's clinical progress toward achieving their Client Plan goals, their response to interventions, or improving or maintaining client's functioning.

D. Case Management

Case Management Services are activities that are provided by staff to access medical, educational, social, prevocational, vocational, rehabilitative, or other needed educationally-related services for eligible students. Services may include the following:

1. Linkage and Coordination: Includes the identification and pursuit of resources needed for provision of a free and appropriate public education to a student, including, but not limited to the following:
 - a. Inter-and intra-agency communication, coordination, and referral, including reports to Child Protective Services;
 - b. Monitoring service delivery to ensure an individual's access to services;
 - c. Attending IEPs and legal proceedings as requested by district or as required by subpoena.
2. Placement Services: Supportive assistance to the individual in the assessment, determination of need, and securing of adequate and appropriate living arrangements that are needed for the student to receive a free and appropriate public education, including, but not limited to the following:
 - a. Locating and securing an appropriate residential treatment center;
 - b. Placement and placement follow-up (including quarterly case management visits);
 - c. Accessing services necessary to secure placement;
 - d. Assisting school districts by obtaining the Interstate Compact for the Placement of Children (ICPC) approval when necessary, including preparation of documentation and coordination with Orange County Social Services Agency, Orange County Probation Department, and school district staff to obtain information and documentation required by the ICPC. By assisting in this manner, HCA, or its individual staff members, in no way intend to become the "sending agency" as defined by the law that governs the ICPC.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Proposed 2012-2013 School Board Meeting Schedule

Board Approved 1/9/12

Monday, July 9
Wednesday, July 25

Monday, August 20

Monday, September 10
Monday, September 24

Monday, October 8
Wednesday, October 24

Wednesday, November 14

Monday, December 10

Proposed

Monday, January 7*
Wednesday, January 23

Monday, February 11
Wednesday, February 27

Monday, March 11
Wednesday, March 27

Wednesday, April 24

Monday, May 6*
Wednesday, May 22

Monday, June 10
Wednesday, June 26

*First Monday of the month to avoid having Board meetings one week apart

Approved:

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
MARCH 12, 2012
EDUCATION CENTER – BOARD ROOM

President Pritchard called the meeting to order at 5:30 p.m. The Board recessed to closed session to: confer with Legal Counsel regarding Existing Litigation; discuss CSEA/CUEA/CUMA/Teamsters negotiations; discuss Public Employee Appointment/Employment; discuss Student Expulsions; and discuss Public Employee Discipline/Dismissal/Release.

Closed session recessed at 6:42 p.m.

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

The Pledge of Allegiance was led by Student Advisor Ryan Pallas

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

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

Permanent Record

It was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried unanimously to adopt the Board agenda and to address agenda item 2 as the first item of the meeting.

Adoption of the Board Agenda

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

President Pritchard reported the following action taken during closed session:

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

Agenda Item #3 A – Conference with Legal Counsel – Existing Litigation:

California School Employees Association Chapter 224 v. Capistrano Unified School District. PERB Unfair Practice Change No. LA-CE-5721-E

No action was taken.

Agenda Item #3 B– CSEA/CUEA/CUMA/Teamsters Negotiations:

The Board gave direction to staff.

Agenda Item #3 C – Public Employee Appointment/Employment:

The Board voted 7-0 to approve the appointment of John Pappalardo, Deputy Superintendent, Business and Support Services, and authorize Dr. Farley to develop an employment agreement for subsequent ratification by the Board.

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

Agenda Item #3 D1 – Student Expulsion:

The Board voted 7-0 to expel the following student with staff recommendation: Case #2012-030.

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

Agenda Item #3 D2 through D6 – Student Expulsions:

The Board voted 7-0 to expel the following students by stipulated agreement: Case #2012-031, #2012-032, #2012-033, #2012-034, and #2012-036.

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

Agenda Item #3 E– Public Employee Discipline/Dismissal/Release:

The Board voted by a 7-0 roll call vote to approve Resolution No. 1112-38 issuing notices of release and non-reelection to certificated Employee Numbers 20326, 28353, 28364, 16709, 29084, 28367, 25164, 29134, 27932, 27496, 26677, 29113, and 27494 serving under temporary contracts, effective at the end of the 2011-2012 school year, and directed the Superintendent or designee to send out appropriate legal notes.

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

Students Verenice Carrillo and Abraham Hurtado from Junipero Serra High School presented a report on activities taking place at the high school.

**Student Body
Report**

Trustee Bryson shared she attended the Mandarin Chinese fundraiser on March 3 and congratulated the organizing committee for the successful event. Trustee Bryson also commented that she, along with Trustees Brick, Pritchard, Palazzo, Dr. Farley, and other key District leaders surprised the District's three Teachers of the Year finalists in their classrooms on Friday, March 9.

**Board and
Superintendent
Comments**

Student Advisor Ryan Pallas congratulated Tesoro High School teacher Jennifer Woodward for being selected as the top high school Teacher of the Year. Ryan shared that Ms. Woodward is his advanced placement psychology teacher.

Trustee Alpay reported he also attended the Mandarin Chinese fundraiser and this event raised in excess of \$40,000 to support the Mandarin Chinese Immersion Program (MIP). Trustee Alpay stated one of the dictates for Board approval of MIP was parents would be responsible for the \$15,000 incremental costs of setting up the program and with this one fundraiser MIP parents have met and exceeded their goal.

President Pritchard stated he attended the honor concerts on Saturday and that they were a testament of the outstanding music programs in the District. Dr. Pritchard added he watched the Aliso Niguel High School girls' soccer team win the 2012 CIF Southern California Regional Division 1 Champions and it was an exciting game.

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

**Oral
Communications**

The following speaker addressed the Board:

- *Moirra Nannweiler is concerned because she has been a substitute in the District for four years and has applied for teaching positions but has never received an interview.*

DISCUSSION/ACTION

Trustee Palazzo stated she requested the Board discuss the reinstatement of audio recording of closed session because of the large number of staff present in closed session meetings. Trustee Palazzo also stated as Trustees enter into negotiations they need to be very clear on their instructions for the negotiating team. Recording closed session would be beneficial. President Pritchard called upon Attorney Dan Shinoff to present the pros and cons of recording closed session meetings.

**Audio Recording
Closed Session
Agenda Item 2**

Following discussion, it was moved by Trustee Palazzo, seconded by Trustee Addonizio, and motion failed by a 2-5 vote to revise Board Bylaw 9324 by removing the word "not" from "Closed Session recordings are not required" currently in the bylaw.

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

Interim Deputy Superintendent Robyn Phillips provided a PowerPoint presentation highlighting key elements of the Second Interim Report. Dr. Phillips began by stating the two actions the Board is required to perform is to (1) certify it has reviewed the report and determine whether the District will be able to meet its fiscal obligations for the current and two subsequent years, and (2) authorize budget adjustments contained within the interim report. Dr. Phillips concluded the presentation by stating this report presents a self-qualified certification of the Second Interim Financial Report for 2011-2012, indicating the District may not meet its financial obligations for the current and two subsequent fiscal years. (*The PowerPoint is posted on the District website: www.capousd.org in Budget News.*)

**Certification of
Second Interim
Report
Agenda Item 1**

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried by a 5-0 vote to approve the Certification of the 2011-2012 Second Interim Report and Adoption of Resolution No. 1112-37, 2011-2012 Revenue and Expenditure Increases/Decreases.

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

Assistant Superintendent Julie Hatchel stated the Capistrano Home School program is seeking to pilot virtual program course materials for kindergarten through eighth grade students for the 2012-2013 school year. Ms. Hatchel reported the online program was tested this semester utilizing the proposed course material and staff received positive feedback from parents and students.

**Capistrano Home
School
Agenda Item 3**

The following speaker addressed the Board:

- *Julie Erban spoke in support of the online option for parents who choose to home school their children.*

Following discussion, it was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried unanimously to approve the implementation of an online instructional option for kindergarten through eighth grade students in Capistrano Home School for the 2012-2013 school year.

Assistant Superintendent Jodee Brentlinger explained the October 2011 tentative agreement between the Capistrano Unified Education Association (CUEA) and the District included a provision that the parties would continue to meet until an equitable resolution was reached regarding the kindergarten instructional minutes discrepancy that exists. Currently kindergarten teachers provide 303 instructional minutes allowing the District to participate and receive Class Size Reduction (CSR) Option II funding. The revised Memorandum of Understanding (MOU) replaces the existing MOU by reverting back to the 291 instructional minutes outlined under Article 5.3.1 and compensating kindergarten teachers for the 12 minute daily difference. The revised MOU is effective for the 2011-2012 school year and unless negotiated differently, the parties will revert back to Article 5.3.1 for the 2012-2013 school year.

**MOU with CUEA
Agenda Item 4**

It was moved by Trustee Hatton, seconded by Trustee Pritchard, and motion carried by a 5-2 vote to approve the Memorandum of Understanding between the Capistrano Unified Education Association and the District resolving the kindergarten minutes discrepancy.

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

It was moved by Trustee Alpay, seconded by Trustee Hatton, and motion carried unanimously to approve the District's reopener proposal with CUEA for the 2012-2013 school year.

**CUEA Contract
Reopener Proposal
Agenda Item 5**

It was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried unanimously to approve the District's reopener proposal with CSEA for the 2012-2013 school year.

**CSEA Contract
Reopener Proposal
Agenda Item 6**

It was moved by Trustee Alpay, seconded by Trustee Addonizio, and motion carried unanimously to approve the District's reopener proposal with Teamsters for the 2012-2013 school year.

**Teamster Contract
Reopener Proposal
Agenda Item 7**

It was moved by Trustee Alpay, seconded by Trustee Brick, and motion carried unanimously to approve revisions to Board Policy 3315, *Relations with Vendors*.

**Board Policy
Revision
Agenda Item 8**

Interim Deputy Superintendent Tim Holcomb stated two projects have been closed with certification by the Division of State Architect since last month's update.

**Division of State
Architect Update
Agenda Item 9**

President Pritchard asked Trustees for items they wished to pull from the Consent Calendar. Agenda items 13, 17, and 18 were pulled.

**Items Pulled from
the Consent
Calendar**

CONSENT CALENDAR

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

Minutes of the February 27, 2012, special Board meeting and February 29, 2012, regular Board meeting.	Minutes Agenda Item 10
Petition to waive California Education Code §60851(a) and Board Policy 6162.52 – California High School Exit Examination: Case #1112-010 through #1112-016.	CAHSEE Agenda Item 11
Purchase orders, warrants, and previously Board-approved bids and contracts as listed.	Purchase Orders/Warrants Agenda Item 12
Ratification of special education settlement agreement #2011051170.	Settlement Agreement Agenda Item 14
Ratification of special education Informal Dispute Resolution Agreement case #14012 and #24512.	Informal Dispute Resolution Agreement Agenda Item 15
Denial of Government Claim No. 11-96716DP.	Government Claim Agenda Item 16
Ratification of change order #5, Bid No. 1011-11, related to the performing arts theater at Capistrano Valley High School.	CVHS Change Order Agenda Item 19
Independent Contractor Agreement with Sylvan Learning Center of Laguna Niguel, operated by Sayva Learning LLC to provide No Child Left Behind Supplemental Educational Services.	Independent Contractor Agreement Agenda Item 20
Independent Contractor Agreement with Ocean Institute to provide an instructional Visiting Classroom program to kindergarten and first grade students at Oso Grande Elementary School.	Independent Contractor Agreement Agenda Item 21
Independent Contractor Agreement with Discovery Science Center to provide instructional Science to Go classes for second grade students at Oso Grande Elementary School.	Independent Contractor Agreement Agenda Item 22
Revocable License Agreement between Highland Light Gate and Maintenance Association and the District for sidewalk improvements adjacent to Marblehead Elementary School.	License Agreement Agenda Item 23
Resignations, retirements, and employment of classified personnel.	Resignations/ Retirements/ Employment (Classified Personnel) Agenda Item 24
Resignations, retirements, and employment of certificated personnel.	Resignations/ Retirements/ Employment (Certificated Personnel) Agenda Item 25

Certification that all temporary athletic coaches have met the qualifications and competencies.

**Qualifications and Competencies
Agenda Item 26**

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

Trustee Addonizio asked staff why the District would participate in this agreement since no action is being taken against it. Interim Deputy Superintendent Robyn Phillips responded it is uncertain at this time whether the State of California will name school districts in the lawsuit so districts are taking this step as a precautionary measure.

**General Retainer Agreement
Agenda Item 13**

Trustee Alpay voiced his concerns regarding who would manage the relationship with so many clients and stated more detailed information is needed from staff before Trustees should consider approving this agreement.

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Addonizio, and motion carried unanimously to continue this item for further reflection by staff.

Trustee Palazzo asked staff to clarify why the fiscal amount in the item's description is different than the amount in the agreement. Interim Deputy Superintendent Tim Holcomb responded the amount in the agenda item description is the discounted price the District will pay if Trustees approve the agreement and payment is made prior to March 30.

**Services/Support Agreement
Agenda Item 17**

It was moved by Trustee Palazzo, seconded by Trustee Addonizio, and motion carried unanimously to ratify a services and support contract renewal agreement for 2012-2013 with Quintessential School Systems (QSS).

Trustee Bryson pulled this item to commend Dr. Farley and Walt Eden for monitoring the San Juan Hills High School pool project and saving the District money by making changes to the original plan.

**SHHS Change Orders
Agenda Item 18**

It was moved by Trustee Bryson, seconded by Trustee Addonizio, and motion carried unanimously to ratify change orders #15 and #16, Bid No. 1011-09, related to the construction of the 30-meter pool and support buildings at San Juan Hills High School.

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

Adjournment

President Pritchard announced the meeting adjourned at 8:35 p.m.

Board Clerk

Secretary, Board of Trustees

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....MARCH 28, 2012

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

PO No.	Fund	Vendor	Description	Amount
314212	1	EMC PARADIGM PUBLISHING	InstMtls/Instrctn/CVHS	109.67
314213	1	DISCOVERY SCIENCE CENTER	FieldTrp/SDCInstr/Dana ENF	352.00
314214	1	NASCO WEST	InstMtls/Instrctn/NHMS	699.16
314215	1	STAPLES ADVANTAGE	SpplsNonI/Spch Aud/Dstrctwd	127.71
314216	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Ambuehl	4,659.00
314217	1	PYRAMID WIRE & CABLE INC.	SpplsNonI/TIS /Dstrctwd	2,768.85
314218	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Dstrctwd	850.00
314219	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/AVMS	10,368.00
314220	1	DEPT IND RELATIONS/ACCOUNTING	Serv&Op /RR:Bldgs/Dstrctwd	5,000.00
314221	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv&Op /Enterprs/Dstrctwd	3,416.35
314222	1	MERCURY DISPOSAL SYSTEM INC.	Serv&Op /Saf&Trng/Dstrctwd	4,000.00
314223	1	MCDONALDS RESTAURANT	InstMtls/Instrctn/VDMMS	200.00
314224	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /BAMS	21.55
314225	1	SUNSTATE EQUIPMENT COMPANY	Rntl:Oth/Op:Grnds/Dstrctwd	6,500.00
314226	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/RSPInstr/VDMMS	67.87
314227	1	DELL COMPUTER	NonCapEq/Instrctn/LadraElm	1,761.60
314228	1	DELL COMPUTER	NonCapEq/Instrctn/Castille	3,512.44
314229		VOID	VOID	0.00
314230	1	MCGRAW-HILL/SRA	Bks&Ref /Instrctn/San Juan	78.21
314231	1	CERVENAK, MIKE AND TIFFANY	Serv&Op /PuplTran/Dstrctwd	1,000.00
314232	1	CATHEDRAL HOME FOR CHILDREN	Residtl /NPS /Dstrctwd	391.40
314233	1	HEBERT, DEBRA	NPA /NPA Hlth/Dstrctwd	2,280.00
314234	1	DICK BLICK WEST	InstMtls/Instrctn/NHMS	416.87
314235	1	SAX ARTS & CRAFTS	InstMtls/Instrctn/NHMS	230.89
314236	1	STAPLES ADVANTAGE	InstMtls/RSPInstr/SCHS	175.42
314237	1	STAPLES ADVANTAGE	InstMtls/Instrctn/SCHS	41.39
314238		VOID	VOID	0.00
314239	1	STAPLES ADVANTAGE	SpplsNonI/Sch Adm /Reilly	59.25
314240		VOID	VOID	0.00
314241	1	QUINTESSENTIAL SCHOOL SYSTEMS	Serv&Op /TIS /Dstrctwd	61,527.00
314242	1	COSTCO S.J.C.	InstMtls/SE0thIns/Dstrctwd	3,437.45
314243	1	EVERYTHING MEDICAL	St Rcpts/Undesig /Dstrctwd	1,882.93
314244	1	COMMUNICATIONS USA	SpplsNonI/Sch Adm /VDMMS	486.26
314245	1	CAMCOR INC	NonCapEq/Instrctn/MFMS	965.69
314246	1	GOLDEN RULE BINDERY	K-12Text/Instrctn/DHHS	1,474.56
314247	1	SPRINT/NEXTEL COMMUNICATIONS	SpplsNonI/PuplTran/Dstrctwd	45.38
314248	1	DEAFINITELY PROFESSIONAL	SubInCon/Aid:Inst/Dstrctwd	30,000.00
314249	1	JFK TRANSPORTATION CO INC	Charter /DW Undst/Dstrctwd	15,000.00
314250	1	VALIANT IMC	SpplsNonI/Sch Adm /LF Elem	81.46
314251	1	PACIFIC PLUMBING COMPANY OF	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
314252	1	PHONAK INC	SpplsNonI/HlthServ/Dstrctwd	235.50
314253	1	LAMA	InstMtls/Instrctn/LRMS	1,000.00
314254	1	HAAN CRAFTS	InstMtls/Instrctn/LRMS	800.00
314255	1	SCHOOL SPECIALTY	SpplsNonI/HlthServ/Dstrctwd	1,189.79
314256	1	MARKERBOARD PEOPLE	InstMtls/Instrctn/CVHS	484.88

Attachment 1

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....MARCH 28, 2012

PO No.	Fund	Vendor	Description	Amount
314257	1	TEACHERS DISCOVERY	InstMtls/Instrctn/CVHS	106.22
314258		VOID	VOID	0.00
314259	1	JIM'S MUSIC CENTER	InstMtls/Instrctn/Tesoro	500.00
314260	1	DELL COMPUTER	NonCapEq/Instrctn/Ambuehl	8,019.54
314261	1	ATLAS PEN & PENCIL CORP	SpplsNonI/Sch Adm /Hiddn Hl	110.91
314262	1	DELL COMPUTER	NonCapEq/TIS /Dstrctwd	1,418.41
314263	1	ZOO-PHONICS INC	InstMtls/Instrctn/Las Palm	470.41
314264	1	ACADEMIC COMMUNICATION ASSOC	InstMtls/Spch Aud/Dstrctwd	69.57
314265	1	LINGUI SYSTEMS INC	InstMtls/Spch Aud/Dstrctwd	137.76
314266		VOID	VOID	0.00
314267	1	PRO-ED	SpplsNonI/Spch Aud/Dstrctwd	55.64
314268	1	COACH AMERICA	Charter /DW Undst/Dstrctwd	4,000.00
314269	1	BEN'S MUSIC	Rnt&Repr/Instrctn/Dstrctwd	200.00
314270	1	BRODART INC	InstMtls/Instrctn/Kinoshta	185.74
314271	1	ADVANCED KEYBOARD TECH INC.	SpplsNonI/SE0thIns/Dstrctwd	337.17
314272	1	DELL COMPUTER	NonCapEq/Instrctn/CanVistE	2,500.98
314273	1	EUROSPORT	InstMtls/CurAthlt/Tesoro	1,631.39
314274	1	PETERSON, SYLVIA	Serv&Op /Instrctn/Mission	229.00
314275	1	OFFICE DEPOT	InstMtls/Instrctn/DHHS	5,000.00
314276	68	CORVEL CORPORATION	P/Yr Clm/Undesig /Dstrctwd	453,260.00
314277	1	DELL COMPUTER	SpplsNonI/Sch Adm /LRMS	479.89
314278	1	DELL COMPUTER	NonCapEq/Instrctn/OsoGrand	28,294.72
314279	1	NORTH COAST MEDICAL	SpplsNonI/HlthServ/Dstrctwd	59.32
314280	1	DELL COMPUTER	NonCapEq/Sch Adm /ArroyoEl	1,756.22
314281	1	BRODHEAD-GARRETT CO/ FREY	InstMtls/Instrctn/ANHS	377.02
314282	1	LIFE TECHNOLOGIES	InstMtls/Instrctn/DHHS	1,560.81
314283	1	DELL COMPUTER	NonCapEq/Instrctn/SJHHS	4,421.05
314284	1	PETERSON, SYLVIA	Serv&Op /Instrctn/Mission	539.00
314285	1	DELL COMPUTER	InstMtls/Instrctn/San Juan	597.28
314286	1	IT'S ELEMENTARY	SpplsNonI/Sch Adm /OsoGrand	327.79
314287	1	TRAFFIX DEVICES INC	SpplsNonI/Sch Adm /ANHS	594.78
314288	1	FOSNOT, SUSAN MYERS	CnsltNon/Spch Aud/Dstrctwd	3,000.00
314289	1	DELL COMPUTER	NonCapEq/Sch Adm /LF Elem	4,390.55
314290	1	DELL COMPUTER	NonCapEq/Instrctn/Ambuehl	17,283.69
314291	1	PITSCO INC.	InstMtls/Instrctn/SJHHS	283.59
314292	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/SJHHS	36.98
314293	1	ETS - CAHSEE	SpplsNonI/GuidCnsl/SJHHS	100.00
314294	1	ALUMINUM ATHLETIC EQUIP	InstMtls/CurAthlt/ANHS	401.58
314295	1	RICHARDS INSTITUTE OF EDUC	CnsltIns/Instrctn/Dstrctwd	3,000.00
314296	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Enterprs/HankeyMS	200.01
314297	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/ArroyoMS	41.41
314298		VOID	VOID	0.00
314299	1	MAYER-JOHNSON CO	InstMtls/SE0thIns/Dstrctwd	429.92
314300	1	JUST ASK PUBLICATIONS	SpplsNonI/SupvAdmn/Dstrctwd	42.27
314301	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/FNMS	1,177.50
314302	1	LAKESHORE LEARNING MATERIALS	SpplsNonI/SupvAdmn/RH Dana	53.11
314303	1	DICK BLICK WEST	SpplsNonI/Enterprs/SCHS	345.59
314304	1	DEMCO INC	SpplsNonI/Sch Adm /CVHS	39.33
314305	1	SCHOOL SERVICES OF CALIFORNIA	SpplsNonI/SupvAdmn/Dstrctwd	68.57
314306	1	ENABLEMART	SpplsNonI/SE0thIns/Dstrctwd	117.64

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....MARCH 28, 2012

PO No.	Fund	Vendor	Description	Amount
314307	1	STARKEY	SpplsNonI/HlthServ/Dstrctwd	21.73
314308	1	JANELLE PUBLICATIONS INC	SpplsNonI/Spch Aud/Dstrctwd	128.14
314309	1	HANDWRITING W/O TEARS	InstMtls/Instrctn/Chaparal	1,334.46
314310	1	MCGRAW-HILL	InstMtls/Instrctn/LadraElm	293.94
314311	1	LINGUI SYSTEMS INC	SpplsNonI/Spch Aud/Dstrctwd	197.86
314312	1	SUPER DUPER INC.	SpplsNonI/Spch Aud/Dstrctwd	79.52
314313	1	DANNIS WOLIVER KELLEY	SpplsNonI/DW Unrst/Dstrctwd	106.98
314314	1	ROCK-N-LEARN	InstMtls/SDCInstr/FNMS	48.08
314315	1	PEARSON ASSESSMENTS	SpplsNonI/HlthServ/Dstrctwd	782.70
314316	1	RENAISSANCE LEARNING	SpplsNonI/SEOthIns/Dstrctwd	345.87
314317	1	LAKESHORE LEARNING MATERIALS	SpplsNonI/Enterprs/SCHS	634.48
314318	1	MODEL ME KIDS	InstMtls/SDCInstr/FNMS	38.22
314319	1	THERAPRO	InstMtls/SEOthIns/Dstrctwd	43.05
314320	1	THERAPY SHOPPE	InstMtls/SEOthIns/Dstrctwd	53.09
314321	1	PEARSON LEARNING	InstMtls/SDCInstr/Dstrctwd	363.47
314322	12	COMMUNITY PLAYTHINGS	InstMtls/Instrctn/Bergeson	931.23
314323	12	COMMUNITY PLAYTHINGS	InstMtls/Instrctn/Marblehd	931.23
314324	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	2,353.00
314325	1	OAK GROVE INSTITUTE	Sub MHBC/NPS /Dstrctwd	39,585.00
			Residtl /NPS /Dstrctwd	11,549.53
314326	1	CLARINDA ACADEMY	Sub MHBC/NPS /Dstrctwd	33,470.00
			Residtl /NPS /Dstrctwd	10,875.00
314327	1	OCEANVIEW SCHOOL	Sub NPS /NPS /Dstrctwd	2,610.00
314328	1	JANELLE PUBLICATIONS INC	InstMtls/SEOthIns/Dstrctwd	149.69
314329	1	STAPLES ADVANTAGE	SpplsNonI/SupvAdmn/Dstrctwd	101.07
314330	1	MUSICIAN'S FRIEND	InstMtls/Instrctn/CVHS	323.19
314331	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Reilly	164.43
314332	1	SIMPLEX GRINNELL LP	NonCapEq/TIS /Dstrctwd	1,342.57
314333	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/SCHS	1,339.33
314334	1	KERN COUNTY SUPERINTENDENT OF	Serv&Op /PuplTran/Dstrctwd	5,750.00
314335	1	RENAISSANCE LEARNING INC	InstMtls/SEOthIns/Dstrctwd	411.59
314336	1	B & H PHOTOGRAPHY	NonCapEq/Instrctn/Dstrctwd	3,232.45
314337	23	PJHM ARCHITECTS	BI:Arch /Fac Acq /SCHS	1,278.95
314338	23	MTGL	BI:CTest/Fac Acq /SCHS	570.60
314339	1	BARNES & NOBLE	InstMtls/SDCInstr/CVHS	102.79
314340	1	CULVER-NEWLIN INC	InstMtls/Instrctn/ANHS	2,317.70
314341	1	CAPISTRANO GOLF CARS	NonCapEq/Sch Adm /DHHS	3,282.49
314342	1	CULVER-NEWLIN INC	InstMtls/Instrctn/SCHS	1,868.60
314343	1	DELL COMPUTER	NonCapEq/Instrctn/LadraElm	12,293.54
314344	14	BENS ASPHALT	Serv&Op /RR:Bldgs/CVHS	13,884.75
314345	1	DELL COMPUTER	NonCapEq/Enterprs/NHMS	20,196.53
314346	25	ORANGE COUNTY REGISTER	Serv&Op /Fac Acq /Dstrctwd	240.72
314347	1	DELL COMPUTER	NonCapEq/Instrctn/Moulton	17,562.20
314348	1	DELL COMPUTER	NonCapEq/Instrctn/Wagon Wh	1,756.22
314349	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Purch /Dstrctwd	53.34
314350	1	OFFICE DEPOT	SpplsNonI/Purch /Dstrctwd	100.00
314351		VOID	VOID	0.00
314352	1	CURRICULUM ASSOCIATES	InstMtls/RSPInstr/Barcelon	250.00
			InstMtls/RSPInstr/Dstrctwd	107.93

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2011-12 =====
 Board of Trustees Meeting.....MARCH 28, 2012

PO No.	Fund	Vendor	Description	Amount
314353	1	THINKING MAPS INC	InstMtls/Instrctn/Bathgate	2,559.38
314354	1	SUMMIT LEARNING	InstMtls/SDCInstr/MFMS	91.59
314355	1	MCGRAW-HILL	InstMtls/SDCInstr/MFMS	86.95
314356	1	PRO-ED	SpplsNonI/Spch Aud/Dstrctwd	115.60
314357	1	SCHOOL SERVICES OF CALIFORNIA	SpplsNonI/Bus/Fisc/Dstrctwd	65.00
314358	1	ACTION LEARNING SYSTEMS INC	InstMtls/Instrctn/Palisade	1,550.63
314359	1	KITS FOR KIDZ	InstMtls/Instrctn/Dstrctwd	756.41
314360	1	GREAT BOOKS FOUNDATION	InstMtls/Instrctn/Marblehd	159.69
314361		VOID	VOID	0.00
314362	1	ADAPTIVEMALL.COM	NonCapEq/HlthServ/Dstrctwd	1,967.46
314363		VOID	VOID	0.00
314364	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/Moulton	860.25
314365	1	MISSION SAN JUAN CAPISTRANO	FieldTrp/Instrctn/Moulton	1,233.00
314366	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	125.00
314367	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Crn Vlly	2,650.00
314368	1	NAMES UNLIMITED dba	InstMtls/Instrctn/ANHS	113.14
314369	1	RANCHO SANTIAGO COLLEGE	Serv&Op /Instrctn/Malcom	600.00
314370	12	CCDAA	CnfrNonI/SupvAdmn/Dstrctwd	139.00
314371	1	PALI MOUNTAIN INSTITUTE	FieldTrp/Instrctn/Wagon Wh	44,425.00
314372	1	DICK BLICK WEST	InstMtls/Instrctn/SMS	181.13
314373	11	OFFICE DEPOT	SpplsNonI/AE:FEEBS/Dstrctwd	133.61
314374	1	MISSION SAN JUAN CAPISTRANO	FieldTrp/Enterprs/Wood Cyn	707.00
314375	1	RANCHO SANTIAGO COLLEGE	FieldTrp/Instrctn/Lobo	450.00
314376		VOID	VOID	0.00
314377	1	CAL TRACK RECONDITIONING	NonCapEq/CurAthlt/SCHS	804.25
314378	1	HENRY, VALERIE	CnsltIns/Instrctn/Dstrctwd	8,000.00
314379	1	ORANGE COUNTY REGISTER	SpplsNonI/Pub Info/Dstrctwd	113.28
314380	1	MNJ TECHNOLOGIES DIRECT INC	InstMtls/Instrctn/RH Dana	274.92
314381	1	SEHI COMPUTER	InstMtls/Instrctn/RH Dana	1,675.19
314382	1	SEHI COMPUTER	SpplsNonI/Sch Adm /Don Juan	502.56
314383	1	SPRINT/NEXTEL COMMUNICATIONS	SpplsNonI/PuplTran/Dstrctwd	22.69
314384	1	JONES-CAMPBELL CO	SpplsNonI/Sch Adm /SJHHS	1,182.56
314385	1	DM COLOR EXPRESS	SpplsNonI/Op:Grnds/Dstrctwd	2,500.00
314386	1	STUTZ ARTIANO SHINOFF & HOLTZ	Legal /Supt /Dstrctwd	57,189.23
314387	1	TROXELL COMMUNICATIONS INC	InstMtls/Instrctn/VDMMMS	90.35
314388	1	CAMCOR INC	InstMtls/Instrctn/DHHS	537.66
314389	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Tesoro	695.94
314390	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /SJHHS	37.71
314391	1	AIS SPECIALTY PRODUCTS INC.	SpplsNonI/Custodil/Dstrctwd	781.18
314392	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Tesoro	695.94
314393	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Tesoro	695.94
314394	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Tesoro	761.67
314395	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Tesoro	695.94
314396	1	PC MALL GOV	InstMtls/Instrctn/Chaparal	134.44
314397	1	PC MALL GOV	SpplsNonI/Sch Adm /LF Elem	110.72
314398	1	LISA SMOLEN & ASSOCIATES	InstMtls/SE0thIns/Dstrctwd	3,178.63
314399	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Tesoro	695.94
314400	1	PCI EDUCATIONAL PUBLISHING	InstMtls/SDCInstr/FNMS	83.37
314401	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Tesoro	1,307.84
314402	1	AMERICAN SPEECH-LANGUAGE-	SpplsNonI/Spch Aud/Dstrctwd	135.91

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....MARCH 28, 2012

PO No.	Fund	Vendor	Description	Amount
314403	1	LIFETIME MEMORY PRODUCTS INC	InstMtls/Instrctn/DJAMS	31.79
314404	1	APPLE COMPUTER INC	InstMtls/Instrctn/DJAMS	32.31
314405	1	APPLE COMPUTER INC	NonCapEq/SupvAdmn/Dstrctwd	230.11
314406		VOID	VOID	0.00
314407	1	STAPLES ADVANTAGE	InstMtls/SE0thIns/Dstrctwd	161.02
314408	1	PAXTON/PATTERSON	InstMtls/Instrctn/ANHS	838.77
314409	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/FNMS	1,612.16
314410	69	TRI-AD	Serv&Op /Enterprs/Dstrctwd	2,131.50
314411	1	US GAMES	InstMtls/Instrctn/OsoGrand	328.52
314412	1	GMR INC	NonCapEq/CurAthlt/Tesoro	4,681.74
314413	1	US GAMES	InstMtls/Instrctn/OsoGrand	962.21
314414	1	SMART & FINAL IRIS #399	SpplsNonI/Sch Adm /NHMS	90.00
314415	1	VICTORY PADDLE/SCHOOL PASSES	SpplsNonI/Sch Adm /ANHS	112.39
314416	1	FISHER SCIENTIFIC	InstMtls/Instrctn/CVHS	2,057.01
314417	1	WEST COAST MICROSCOPE	InstMtls/Instrctn/BAMS	884.24
314418	11	ITD PRINT SOLUTIONS	InstMtls/Instrctn/Dstrctwd	242.44
314419	1	WILLIAM V MACGILL & CO	SpplsNonI/Sch Adm /Castille	30.95
314420	1	PRESIDENTS CHALLENGE	SpplsNonI/Enterprs/MFMS	204.31
314421	1	NETWORK HARDWARE RESALE	NonCapEq/Instrctn/Dstrctwd	9,976.94
314422	1	IMAGE 2000	InstMtls/Instrctn/VdelMarE	1,500.00
314423	1	PAPA	CnfrNonI/M&OUUnrOH/Dstrctwd	80.00
314424	1	KAGAN PUBLISHING AND PROF.	Serv&Op /Instrctn/SVCS	189.00
314425	1	SIMPLER LIFE EMERGENCY	SpplsNonI/Saf&Trng/Dstrctwd	1,455.36
314426	1	S & S WORLDWIDE	InstMtls/Enterprs/Bathgate	257.75
314427	1	PRETEND CITY CHILDREN'S MUSEUM	FieldTrp/Instrctn/Marblehd	648.00
314428	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	143.04
314429	1	BROOKES PUBLISHING CO, PAUL H	InstMtls/SE0thIns/Dstrctwd	72.99
314430	1	ATTAINMENT COMPANY	SpplsNonI/HlthServ/Dstrctwd	99.43
314431	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	27.96
314432	1	ACHIEVEMENT PRODUCTS	SpplsNonI/HlthServ/Dstrctwd	80.11
314433	1	RIVERSIDE PUBLISHING CO	SpplsNonI/PsychSer/Dstrctwd	141.30
314434	1	RIVERSIDE PUBLISHING CO	SpplsNonI/PsychSer/Dstrctwd	232.88
314435	1	PEARSON ASSESSMENTS	SpplsNonI/PsychSer/Dstrctwd	2,060.63
314436	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	177.67
314437	1	DANA HILLS HIGH SCHOOL - ASB	InstMtls/Instrctn/DHHS	4,090.38
314438	1	CVHS ASB	InstMtls/Instrctn/CVHS	7,488.84
314439	1	SAN JUAN HILLS HS ASB	InstMtls/Instrctn/SJHHS	5,361.17
314440	1	SAN CLEMENTE HIGH SCHOOL ASB	InstMtls/Instrctn/SCHS	9,275.90
314441	1	TESORO ASB	InstMtls/Instrctn/Tesoro	1,866.48
314442	1	ALISO NIGUEL HIGH SCHOOL ASB	InstMtls/Instrctn/ANHS	3,454.98
314443	1	CURRICULUM ASSOCIATES	SpplsNonI/PsychSer/Dstrctwd	436.75
314444	1	CURRICULUM ASSOCIATES	InstMtls/Instrctn/BAMS	458.28
314445	1	NASCO WEST	InstMtls/Instrctn/DJAMS	271.15
314446	1	NASCO WEST	SpplsNonI/SupvAdmn/RH Dana	275.39
314447	1	NASCO WEST	InstMtls/Instrctn/SMS	401.26
314448	1	NASCO WEST	InstMtls/Instrctn/DJAMS	186.36
314449	1	FOLLETT LIBRARY RESOURCES	InstMtls/Instrctn/RH Dana	3,100.00
314450	1	PERMA-BOUND	Bks&Ref /Libr&Med/Lgna Nig	215.49
314451	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Kinoshta	260.11
314452		VOID	VOID	0.00

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....MARCH 28, 2012

PO No.	Fund	Vendor	Description	Amount
314453	1	FIRE UP SAN CLEMENTE	InstMtls/Instrctn/Lobo	504.00
314454	1	THINKING MAPS INC	InstMtls/Instrctn/Las Palm	1,165.94
314455	1	APPLE COMPUTER INC	NonCapEq/Sch Adm /LF Elem	2,746.35
314456	1	DEWEYS HOME APPLIANCES	NonCapEq/Instrctn/Dstrctwd	3,487.87
314457	1	PC MALL GOV	SpplsNonI/Prsnl:HR/Dstrctwd	1,055.82
314458	69	TRAVIS SOFTWARE	Serv&Op /Enterprs/Dstrctwd	2,779.00
314459	1	MAYER-JOHNSON CO	InstMtls/SE0thIns/Dstrctwd	581.53
314460	1	PSYCHOLOGICAL ASSESSMENT RES	SpplsNonI/PsychSer/Dstrctwd	294.38
314461	1	ARROW RESTAURANT EQUIPMENT	NonCapEq/Instrctn/SCHS	1,945.02
314462	1	FACILITIES PROTECTION SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	340.00
314463	1	FACILITIES PROTECTION SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	136.00
314464	1	COMPVIEW	InstMtls/Instrctn/Wagon Wh	790.41
314465	1	SEHI COMPUTER	InstMtls/Instrctn/Concordi	670.08
314466	1	ZUMAR INDUSTRIES INC	SpplsNonI/RR:Bldgs/Dstrctwd	2,000.00
314467	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
314468	1	PYRAMID WIRE & CABLE INC.	SpplsNonI/Pup Serv/Dstrctwd	170.57
314469	1	NETWORK HARDWARE RESALE	SpplsNonI/Pup Serv/Dstrctwd	2,200.45
314470	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Dstrctwd	3,840.00
314471	1	PLAYPOWER LT FARMINGTON	SpplsNonI/RR:Bldgs/ArroyoEl	172.55
314472	1	CURRICULUM ASSOCIATES	InstMtls/SE0thIns/Dstrctwd	2,811.87
314473	1	LAKESHORE LEARNING MATERIALS	InstMtls/SE0thIns/Dstrctwd	846.98
314474	1	BOOKSOURCE, THE	InstMtls/SDCInstr/NHMS	157.92
314475	1	PACIFIC PLUMBING COMPANY OF	Rntl:Oth/RR:Bldgs/CVHS	4,700.62
314476	1	LATINO FAMILY LITERACY PROJECT	SpplsNonI/GuidCnsl/RH Dana	1,636.25
314477	1	PLAYPOWER LT FARMINGTON	NonCapEq/RR:Bldgs/Malcom	1,273.09
314478	1	PEARSON EDUCATION	SpplsNonI/SupvAdmn/Dstrctwd	1,240.85
314479	1	PEARSON EDUCATION	InstMtls/Instrctn/ANHS	977.45
314480	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/ArroyoEl	650.00
314481	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Malcom	850.00
314482	1	THE TV TEACHER	SpplsNonI/HlthServ/Dstrctwd	80.04
314483	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	171.32
314484	1	SCHOOL SPECIALTY	InstMtls/SE0thIns/Dstrctwd	227.72
314485	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	98.94
314486	1	CAMCOR INC	InstMtls/Instrctn/Concordi	298.27
314487	1	THERAPY SHOPPE	SpplsNonI/HlthServ/Dstrctwd	63.85
314488	1	THERAPY SHOPPE	SpplsNonI/HlthServ/Dstrctwd	63.85
314489	1	SEHI COMPUTER	InstMtls/Instrctn/Bathgate	1,005.11
314490	1	SPICERS PAPER CO	SpplsNonI/Grph Art/Dstrctwd	43,100.00
314491	1	LAKESHORE LEARNING MATERIALS	InstMtls/SE0thIns/Dstrctwd	73.53
314492		VOID	VOID	0.00
314493	1	CAMCOR INC	NonCapEq/Enterprs/AVMS	1,075.32
314494	1	COMMUNICATIONS USA	SpplsNonI/Sch Adm /SMS	39.25
314495	1	SPICERS PAPER CO	St Rcpts/Undesig /Dstrctwd	3,356.41
314496	1	ENABLEMART	InstMtls/SE0thIns/Dstrctwd	175.80
314497	1	AMERICAN BOOK COMPANY	InstMtls/SDCInstr/CVHS	101.72
314498	1	CURRICULUM ASSOCIATES	InstMtls/SDCInstr/Dstrctwd	266.95
314499	1	GOLDEN RULE BINDERY	K-12Text/Instrctn/SCHS	2,680.17
314500	1	GOLDEN RULE BINDERY	K-12Text/Instrctn/SJHHS	695.31
314501	1	GOLDEN RULE BINDERY	K-12Text/Instrctn/ANHS	1,184.60
314502	1	GOLDEN RULE BINDERY	K-12Text/Instrctn/Tesoro	520.43

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2011-12 =====
 Board of Trustees Meeting.....MARCH 28, 2012

PO No.	Fund	Vendor	Description	Amount
314503	1	ADVANCED DOCUMENT SYSTEMS &	InstMtls/SDCInstr/NHMS	10.00
314504	1	PHONAK INC	SpIsNonI/HlthServ/Dstrctwd	202.68
314505	1	WEEKLY READER/PUBL & SUB	InstMtls/Instrctn/DHHS	256.12
314506	1	NAMES UNLIMITED dba	InstMtls/RSPInstr/ANHS	170.68
314507	1	SUBSCRIPTIONS SERVICES OF	InstMtls/Instrctn/SCHS	114.70
314508	1	SCHOOL SPECIALTY	InstMtls/SE0thIns/Dstrctwd	131.52
314509	1	CURRICULUM PROJECT, THE	InstMtls/Instrctn/AVMS	42.31
314510	1	AG BELL ASSN FOR THE DEAF	InstMtls/SE0thIns/Dstrctwd	69.21
314511		VOID	VOID	0.00
314512	1	PERFECT SEAL LABORATORIES	SpIsNonI/HlthServ/Dstrctwd	93.66
314513	1	SADDLEBACK EDUCATIONAL PUBLISH	InstMtls/SDCInstr/Dstrctwd	222.85
314514	1	LAUREATE LEARNING SYS	InstMtls/SE0thIns/Dstrctwd	251.28
314515	1	RENAISSANCE LEARNING INC	InstMtls/SE0thIns/Dstrctwd	209.04
314516	1	KK MUSIC STORE	NonCapEq/Instrctn/LRMS	603.39
314517	1	RENAISSANCE LEARNING INC	InstMtls/SE0thIns/Dstrctwd	462.25
314518	1	LINGUI SYSTEMS INC	InstMtls/SE0thIns/Dstrctwd	47.36
314519	11	PEARSON ASSESSMENTS	Bks&Ref /Instrctn/Dstrctwd	82.87
314520	1	AARDVARK CLAY	InstMtls/Instrctn/NHMS	442.08
314521	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LadraElm	227.57
314522	11	FIRST CLASS BOOKS	Bks&Ref /Instrctn/Dstrctwd	456.34
314523	1	LAW OFFICES OF BRUCE BOTHWELL	Legal /SupvAdmn/Dstrctwd	103,979.24

298 Purchase Orders \$1,370,576.66

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2011-12 =====
 Board of Trustees Meeting.....MARCH 28, 2012

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

PO No.	Fund	Vendor	Description	Amount
5025	98	NMG GEOTECHNICAL INC	BI:CTest/Fac Acq /SJHHS	28,200.00
5026	87	GILBERT & STEARNS INC	OthConst/Fac Acq /CVHS	5,334.00
5027	98	TEL-TEC SECURITY SYSTEMS INC.	NonCapEq/Fac Acq /SJHHS	8,508.41
5028	89	BONDLOGISTIX LLC	Serv&Op /Fac Acq /Dstrctwd	2,250.00
5029	87	PACIFIC MH CONSTRUCTION INC.	OthConst/Fac Acq /CVHS	4,858.60
5030	98	BERGMAN & DACEY INC	Legal /Fac Acq /SJHHS	25,000.00
6 Purchase Orders				\$74,151.01

Board of Trustees Warrant Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....MARCH 12, 2012

Warrant Number	Name of Payee	Reference Number	Amount
171971	BOWIE ARNESON WILES &	PO-311187	3,135.00
171972	CR&R INCORPORATED	PO-312160	13,110.80
171973	MOULTON NIGUEL WATER	PO-310358	6,337.63
171974	SAN DIEGO GAS & ELECTRIC	PO-310354	52,570.32
171975	SANTA MARGARITA WATER	PO-310357	10,526.66
171976	SO CAL GAS CO	PO-310352	2,848.28
171977	SO COAST WATER DIST	PO-310355	7,252.39
171978	ADAMS, KARA	PV-123330	355.58
171979	BANH, JULIE/NAM	PV-123331	857.81
171980	BANNERMAN, CARY & KELLY	PV-123333	241.54
171981	BARNARD, ERIC & JENNIFER	PV-123334	160.33
171982	BATES, GILDA OR MARK	PV-123335	146.52
171983	BAUER, ADAM OR GINA	PV-123338	81.52
171984	BECERRIL, ARTURO OR BLANCA	PV-123336	45.82
171985	BERGMAN, TODD	PV-123337	119.48
171986	BIRTCH, RANDY OR LAURA	PV-123339	241.09
171987	BONDE, CRAIG OR JOY	PV-123340	206.02
171988	BOYD, VALERIE	PV-123341	340.48
171989	CONDIE, ERIC OR CHARLOTTE	PV-123342	256.54
171990	CROWELL, BRIDGETTE	PV-123346	597.90
171991	CUHADAROGLU, MEHMET OR BELGIN	PV-123347	1,174.38
171992	DICK, CRAIG OR BILLIE	PV-123348	276.17
171993	DIXON, KEN OR SHAUNA	PV-123349	204.19
171994	DOMINGUEZ, SOPHIA	PV-123356	82.54
		PV-123394	135.07
171995	DOUGHERTY, EDNA	PV-123395	381.40
171996	ELLIS, SANDRA	PV-123351	398.00
171997	ENNICO, RODDY AND/OR LORRAINE	PV-123365	155.24
171998	FOLZ, WILLIAM OR JESSICA	PV-123352	332.46
171999	GEISERT, GARRETT OR LEAH	PV-123357	252.95
172000	GRISHAM, MELINDA	PV-123353	195.36
172001	GUTIERREZ, ALFONSO OR MARIA	PV-123354	123.61
172002	GUZMAN GARCIA, OMAR	PV-123355	98.90
172003	HALL, SHANELLE	PV-123358	104.43
172004	HAWORTH, MARK OR JENNIFER	PV-123359	427.58
172005	HENRY, SAMANTHA	PV-123360	197.83
172006	HOEL, DAVID OR JILL	PV-123361	267.29
172007	HOGGATT, ROBERT/VERONICA	PV-123362	230.00
172008	HYLTON, CHRIS OR HERMINIA	PV-123363	195.01
172009	JAMES, JUSTIN & ARLEN	PV-123364	89.25
172010	JENSEN, CHRISTIAN OR SANDRA	PV-123407	24.56
172011	KARPUS, DAVID OR MARY	PV-123366	333.00
172012	KEENE, SEAN OR TIFFANY	PV-123367	163.11
172013	LAW, YUET	PV-123368	215.34

Board of Trustees Warrant Listing
***** Fiscal Year: 2011-12 *****
Board of Trustees Meeting.....MARCH 12, 2012

Warrant Number	Name of Payee	Reference Number	Amount
172014	LIDDLE, DREW & LESLIE	PV-123369	107.23
		PV-123370	142.97
172015	LOUIE, DARRYL OR CATHERINE	PV-123371	263.07
		PV-123372	122.77
172016	LUNA, THEODORE OR MANDY	PV-123373	95.91
172017	LUNA-BARKLAGE, LETICIA	PV-123332	64.20
172018	MACNAMARA, DAN OR ALICIA	PV-123374	180.59
172019	MC EACHRAN, KYLE OR MELISSA	PV-123375	205.35
		PV-123376	143.75
172020	MYERS, JEANEENE/RUSTY	PV-123378	221.45
172021	O'CONNOR, BRENDAN & JACQUELINE	PV-123377	629.42
172022	OLESINSKI, KEN OR CYNTHIA	PV-123396	457.51
172023	PARSELL, JEFFREY OR KELLY	PV-123380	700.05
172024	PERCIAVALLE, DAVID OR ARLENE	PV-123397	187.02
172025	PETERSEN, DAVID OR LORIE	PV-123381	156.51
172026	PETHTEL, SCOTT OR MICHELLE	PV-123382	113.81
172027	QUENGA, JOSEPH OR TRACY	PV-123383	1,539.54
172028	RICHMOND, HEIDI	PV-123384	181.38
172029	RODAS, PHILLIP AND CAROLYN	PV-123385	181.16
172030	ROLING, ROGER OR MIKAIL	PV-123386	325.68
172031	ROSENBERRY, DONALD OR KELLY	PV-123387	154.52
172032	ROTH, JAY &/OR KERI	PV-123388	237.37
172033	SHIN, KYUSHIK	PV-123389	719.05
172034	SHOOK, SIAN	PV-123390	297.38
172035	SOULLIERE, PATRICIA	PV-123399	50.13
172036	STALEY, ANNA DAWN OR MATTHEW	PV-123391	383.63
172037	TIERI, GERRY	PV-123402	114.31
172038	TOCA, CAROL A OR CHARLES	PV-123392	842.27
172039	TRITZ, RICHARD &/OR JULIE	PV-123403	187.37
172040	WEYLAND, GINGER	PV-123404	848.51
		PV-123405	261.08
172041	ZABALA, DANIEL & JACQUELINE	PV-123393	108.55
172042	EMPLOYMENT DEVELOPMENT DEPT	PO-313089	10,458.82
172043	CORVEL CORPORATION	PO-314276	453,260.00
172044	CAPISTRANO UNIFIED SCHOOL DIST	PO-310247	78,646.00
172045	COMMERCIAL FENCE & IRON WORKS	PO-313630	940.50
172046	CONSOLIDATED ELECT DISTR	PO-310545	8,128.67
172047	PACIFIC PLUMBING COMPANY OF	PO-314251	5,154.23
172048	BENS ASPHALT	PO-313807	17,882.00
172049	PACIFIC ROOFING SYSTEMS	PO-313805	10,897.50
172050	HERFF JONES INC	PO-313168	2,987.32
172051	MAILFINANCE	PO-310391	1,101.82
172052	MCDONALDS RESTAURANT	PO-314223	105.00
172053	MERCURY DISPOSAL SYSTEM INC.	PO-314222	86.20

Board of Trustees Warrant Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....MARCH 12, 2012

Warrant Number	Name of Payee	Reference Number	Amount
172054	MNJ TECHNOLOGIES DIRECT INC	PO-312983	359.46
		PO-313173	17.42
172055	MONTGOMERY HARDWARE COMPANY	PO-310200	326.16
172056	MOORE'S SEWING MACHINE	PO-310164	47.94
172057	MUSICIAN'S FRIEND	PO-312825	19.40
		PO-312826	156.24
172058	NASCO WEST	PO-311672	579.42
		PO-312577	790.17
		PO-312674	387.30
		PO-313033	46.00
		PO-313063	662.79
		PO-313187	54.07
172059	NORTHERN SPEECH SERVICES INC	PO-312800	199.81
172060	OFFICE DEPOT	PO-312551	61.70
172061	PITNEY BOWES/PRESORT SERVICES	PO-310127	91.43
172062	PREMIERE WATER SERVICES	PO-310162	1,025.00
172063	PRINT FINISH SOLUTIONS	PO-310116	257.13
172064	PRUDENTIAL OVERALL SUP	PO-310117	65.72
172065	PSYCHEMEDICS	PO-310411	588.20
172066	R&S SOIL PRODUCTS INC	PO-313513	854.25
172067	SADDLEBACK EDUCATIONAL PUBLISH	PO-312501	296.84
172068	SAF-COM SUPPLY	PO-310184	672.66
172069	SEHI COMPUTER	PO-314118	163.85
172070	SIMPLEX GRINNELL LP	PO-310708	1,425.00
172071	SKYLINE PEST CONTROL	PO-312775	130.00
		PO-314040	200.00
172072	SMARDAN SUPPLY COMPANY	PO-310348	94.28
172073	SNAP-ON TOOLS INDUSTRIAL	PO-311332	1,724.12
		PO-311785	571.16
		PO-312820	3,328.75
172074	SPICERS PAPER CO	PO-310277	12,413.22
172075	SPORTS FACILITIES GROUP INC	PO-310345	375.00
172076	STAPLES ADVANTAGE	PO-310146	614.94
		PO-314215	1.65
172077	TAYLOR SECURITY & LOCK CO. INC	PO-313463	7,772.30
172078	THYSSENKRUPP ELEVATOR CORP	PO-310346	1,923.00
172079	TROXELL COMM INC	PO-311466	2,005.89
		PO-312747	36.47
		PO-312927	36.47
		PO-313196	28.53
		PO-313472	67.34
172080	ULINE	PO-310119	422.38
		PO-313612	59.62
172081	UNISOURCE CORP	PO-311922	1,135.00
172082	US GAMES	PO-313554	1,458.56

Board of Trustees Warrant Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....MARCH 12, 2012

Warrant Number	Name of Payee	Reference Number	Amount
172083	VALIANT IMC	PO-312093	626.00
172084	VANGUARD FLOORING INC	PO-314005	516.80
172085	VERIZON WIRELESS	PO-311033	259.25
		PO-313823	232.45
		PO-313864	121.44
172086	VERNON LIBRARY SUPPLIES INC	PO-311923	362.56
		PO-312295	334.30
172087	WAL MART COMMUNITY/GEGRB	PO-310425	89.12
		PO-311760	127.32
		PO-312278	35.64
		PO-312606	11.37
172088	WAL MART COMMUNITY/GEGRB	PO-311640	164.07
172089	WAXIE	PO-310363	976.02
172090	WEST COAST MICROSCOPE	PO-312970	571.33
172091	WESTERN PSYCH SERVICES	PO-313235	645.42
		PO-313247	432.62
172092	WOODWIND & BRASSWIND	PO-312148	175.56
		PO-312861	2,443.77
		PO-313241	646.50
172093	ZOOMERANG	PO-314164	149.00
172094	WAL MART COMMUNITY/GEGRB	PO-311296	382.63
172095	APEX LEARNING INC	PO-313421	11,625.00
		PO-313422	4,910.18
172096	ATKINSON ANDELSON LOYA	PO-311282	459.32
		PO-311638	1,453.75
172097	BARBER & GONZALES CONSULTING	PO-313912	5,335.78
172098	DANNIS WOLIVER KELLEY	PO-311184	4,733.89
		PO-311192	27.71
		PO-311691	16,576.53
		PO-312713	229.32
172099	DEBRA HOROWITZ	PO-311857	100.00
172100	HELEN B TROSS	PO-313054	2,400.00
172101	ILLUMINATE EDUCATION	PO-314116	189,000.00
172102	KASEY A KLAPPENBACK	PO-313262	2,400.00
172103	PACIFIC AUDIOLOGICS	PO-313090	26,555.00
172104	PROFESSIONAL TUTORS OF AMERICA	PO-311021	3,770.00
172105	BLIND CHILDRENS LRNG CTR	PO-310069	3,905.00
		PO-313047	3,124.00
172106	CATHEDRAL HOME FOR CHILDREN	PO-310618	5,160.00
172107	CLARINDA ACADEMY	PO-313711	10,399.00
172108	DEVEREUX TEXAS TREATMENT	PO-310061	9,183.80
172109	DEVEREUX TEXAS TREATMENT	PO-310274	6,967.40
172110	FARIBORZ, SURUR FAZELI	PO-312272	347.20
172111	GOODWILL INDUSTRIES	PO-313084	120.00
		PO-313571	12,585.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....MARCH 12, 2012

Warrant Number	Name of Payee	Reference Number	Amount
172112	HERITAGE CENTER	PO-310273	8,862.48
172113	JANNEY, MICHAEL & VANESSA	PO-311773	1,155.00
172114	JANNEY, MICHAEL AND VANESSA	PO-311634	450.00
172115	KIDS INSTITUTE FOR DEVELOPMENT	PO-312431	5,865.00
172116	LEE, EUNJUNG AND/OR DAEHOE	PO-313652	322.88
172117	LEISURE CARE NURSES REGISTRY	PO-312947	532.00
172118	LEVIN, DR EUGENE	PO-310649	85.00
172119	MC ILVAIN, PATRICK & STEPHANIE	PO-311082	964.60
172120	OAK GROVE INSTITUTE	PO-312222	2,595.40
		PO-312569	2,076.32
		PO-312967	2,595.40
		PO-312976	2,595.40
		PO-314191	519.08
172121	OAK GROVE SCHOOL	PO-312504	4,305.00
172122	ORANGE CTY TESTING SERV	PO-310768	50.00
172123	RAINS, SANDY AND MAYNARD	PO-311084	612.88
172124	SHARON GRANDINETTE	PO-312361	2,032.87
172125	SPEECH & LANGUAGE DEVEL	PO-310621	3,879.00
		PO-310622	5,571.75
		PO-310623	5,592.13
		PO-312064	1,163.25
		PO-313046	3,769.50
172126	THERAPEUTIC EDUCATION CENTER	PO-310619	5,610.00
		PO-311016	3,825.00
		PO-313610	4,050.00
172127	WERTHEIMER-GALE & ASSOCIATES	PO-311392	39.00
		PO-313280	117.00
		PO-313281	39.00
172128	DISCOUNT OFFICE SERVICES	PO-310149	251.05
		PO-310150	144.18
		PO-310745	109.39
		PO-313192	496.90
		PO-313900	48.46
		PO-313948	1,107.78
172129	LAKESHORE LEARNING MATLS	PO-314071	98.02
172130	DISCOUNT OFFICE SERVICES	PO-312276	705.12
172131	LAKESHORE LEARNING MATLS	PO-313631	505.35
172132	AGUAYO, CHRISTIAN	PV-123412	18.00
172133	BRISTOW, JEFFREY	PV-123413	185.00
172134	BUNCE, IAN	PV-123414	191.00
172135	BURNS, SOPHIA	PV-123415	18.00
172136	CAMPOS, THALIA	PV-123417	81.00
172137	CINGARI, MICHAEL	PV-123418	15.00
172138	DUNCAN, CHAD	PV-123419	88.00
172139	DUNN, KAYLA	PV-123420	15.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....MARCH 12, 2012

Warrant Number	Name of Payee	Reference Number	Amount
172140	HOKOKI, ARIANNE	PV-123421	15.00
172141	IBARRA, JORGE	PV-123422	77.00
172142	KATAFIAS, GABRIELLA	PV-123423	15.00
172143	LUNDRIGAN, PARKER	PV-123424	15.00
172144	MAZZOLA, ANDREW	PV-123426	91.00
172145	MORRIS, HEIDE	PV-123425	85.00
172146	O'GRADY, SEAN	PV-123427	60.00
172147	PAO, KEVIN	PV-123428	15.00
172148	SEGURA, ABIGAIL	PV-123429	11.00
172149	SIMIKIC, MONIKA	PV-123430	77.00
172150	TEITELBAUM, SIMONE	PV-123431	137.00
172151	VILLALOBOS, EMANUEL	PV-123432	15.00
172152	WIDERBURG, LANDON	PV-123433	15.00
172153	WOMER, IAN	PV-123434	77.00
172154	BURROWS, VIRGINIA	PV-123416	15.17
172155	BERTUSSI, GIONNA	PV-123438	143.75
172156	BRADLEY, JUDITH S	PV-123439	79.38
172157	CARLISLE, TERESA	PV-123440	63.27
172158	COPPAGE, CARRI	PV-123441	99.90
172159	DANNA, MARY	PV-123442	47.18
172160	DIXON, AURORA	PV-123443	66.60
172161	ELKINS, KAREN	PV-123444	167.06
172162	FINNSSON, JAMIE	PV-123445	149.85
172163	GELLER, DIANE	PV-123446	63.83
172164	HARRIS, LORI I	PV-123447	35.52
172165	HARVEY, LAUREN	PV-123448	118.22
172166	HIGHTOWER, SHERLIN	PV-123449	64.38
		PV-123456	108.78
172167	HOWARD, ANDREA	PV-123450	149.85
172168	HUYNH, TINA	PV-123451	102.12
172169	KAROLYS, ANDREA	PV-123452	202.02
172170	KIMINAS, ANTHONY	PV-123454	185.37
172171	KLISTER, PAMELA	PV-123457	53.28
172172	LONE, JENNIFER	PV-123458	58.28
172173	MARCUS, BRUCE	PV-123459	128.21
172174	MATIENZO, NINA RIE	PV-123453	12.77
		PV-123460	128.21
172175	O'KANE, MONIKA	PV-123461	61.05
172176	PATERSON, ELIZABETH	PV-123462	320.24
172177	PEREZ, ALEIDA	PV-123463	38.30
172178	ROBINSON, KATIE	PV-123464	289.71
172179	TUCKER, MARYANN	PV-123465	128.21
172180	VERDUGO, ANNIE	PV-123466	74.37
172181	WALTERS, ELAINE	PV-123467	96.57
172182	WHITMORE, VIVIENNE	PV-123468	37.74

Board of Trustees Warrant Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....MARCH 12, 2012

Warrant Number	Name of Payee	Reference Number	Amount
172183	WIEDEMAN, LORI	PV-123469	148.19
172184	WORKMAN, KEN	PV-123470	256.41
172185	WYNNE, LAUREN	PV-123471	43.29
172186	BANK OF AMERICA NATIONAL	PO-314163	92,365.40
172187	CALIFORNIA WEEKLY EXPLORER INC	PO-312939	1,980.00
172188	DESTINATION IMAGINATION INC	PO-313544	390.00
172189	FULLERTON ARBORETUM	PO-314210	450.00
172190	JFK TRANSPORTATION CO INC	PV-123436	816.50
172191	MONTELONGO, ISELA	PV-123455	235.71
172192	QUINTESSENTIAL SCHOOL SYSTEMS	PO-314241	59,065.92
172193	SOUTHERN CALIFORNIA GRAY LINE	PV-123435	2,725.68
172194	OPPORTUNITY FOR LEARNING	CM-120093	5.00-
		PV-123437	1,000.88
172195	MOBILE MODULAR	PO-311229	610.00
172196	ADVANCED DOCUMENT SYSTEMS &	PO-314074	36.94
172197	AIR CONDITIONING CONTROL SYS	PO-310236	433.33
172198	ALUMINUM ATHLETIC EQUIP	PO-314294	376.00
172199	AMERICAN TECHNOLOGIES	PO-314085	11,720.00
172200	APPERSON	PO-314184	184.48
172201	ASSOC BUSINESS PRODUCTS	PO-310231	245.34
172202	BADEN SPORTS INC	PO-313954	71.80
172203	BARRETT-ROBINSON INC	PO-310330	723.00
172204	BEACH CITIES GLASS	PO-310572	2,071.72
172205	BEE MAN	PO-310294	325.00
172206	BEN'S MUSIC	PO-314269	80.15
172207	BRODART CO	PO-314270	185.74
172208	CAMCOR INC	PO-312556	1,377.78
		PO-313469	74.26
		PO-313771	3,862.75
		PO-313780	459.26
		PO-313781	459.26
		PO-313782	459.26
		PO-314096	1,075.32
		PO-314100	914.90
172209	CAPISTRANO CRANE SERVICE	PO-310227	555.00
172210	COMPVIEW	PO-313495	503.98
172211	CAPISTRANO GOLF CARS	PO-310349	258.08
172212	CDW GOVERNMENT	PO-314110	3,061.18
		PO-314142	1,409.16
172213	CINTAS	PO-310420	107.91
172214	CINTAS CORP	PO-310339	471.00
		PO-311380	140.86
172215	CINTAS FIRST AID & SAFETY	PO-310240	203.89
172216	COMPLETE BUSINESS SYSTEMS	PO-314117	774.83

Board of Trustees Warrant Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....MARCH 12, 2012

Warrant Number	Name of Payee	Reference Number	Amount
172217	DELL MARKETING L P	PO-313375	6,101.74
		PO-314262	1,418.41
172218	DEPT IND RELATION (ACCOUNTING)	PO-314220	675.00
172219	DUNN-EDWARDS CORP	PO-310333	2,211.57
172220	EAGLE	PO-313915	1,147.54
172221	EDUCATION 2020	PO-313870	4,275.00
172222	ENABLING DEVICES	PO-314073	96.95
172223	EVERYTHING MEDICAL	PO-314088	322.80
172224	GAYLORD BROS INC	PO-314109	96.28
172225	GLEN PRODUCTS	PO-310335	775.01
172226	GOLF TEAM PRODUCTS	PO-313944	490.00
172227	GOPHER ATHLETIC/SPORTS	PO-313947	404.50
172228	HIRSCH PIPE & SUPPLY	PO-310336	692.43
172229	IMAGE 2000	PO-310338	413.67
		PO-314114	167.54
		PO-314115	622.99
172230	IMAGESTUFF	PO-314030	118.53
172231	ITO NURSERY	PO-310311	762.55
172232	JOHN DEERE LANDSCAPES	PO-310326	513.60
172233	KELLY PAPER COMPANY	PO-310113	1,431.82
172234	KIPP BROTHERS INC	PO-313998	131.20
172235	LAWNMOWERS ETC	PO-310327	1,035.97
172236	EXECUTIVE ENVIRONMENTAL SVCS	PO-314221	3,416.35
172237	ORANGE COUNTY DEPT OF EDUCATIO	PO-313215	500.00
		PO-313743	750.00
		PO-314124	250.00
		PO-314125	125.00
		PO-314211	125.00
172238	PETERSON, SYLVIA	PO-314274	229.00
		PO-314284	539.00
172239	SUMMIT PROFESSIONAL EDUCATION	PO-313932	378.00
172240	WUHSD	PO-313219	675.00
172241	BRAIN BUILDERS EDUC PROGRAMS	PV-123476	3,923.50
		PV-123478	9,899.40
172242	BRUMMETT, ELIZABETH	PV-123472	3,735.20
172243	FIT KIDS AMERICA	PV-123474	14,094.15
172244	OC ART STUDIOS	PV-123475	8,161.30
172245	VEERA, SHANE	PV-123477	4,368.00
172246	CITY OF SAN JUAN CAPISTRANO	PO-310360	4,182.94
172247	MOULTON NIGUEL WATER	PO-310358	5,026.10
172248	SAN DIEGO GAS & ELECTRIC	PO-310354	65,657.03
172249	SANTA MARGARITA WATER	PO-310357	2,400.77
172250	SO CAL GAS CO	PO-310352	7,862.95
172251	SOUTHERN CALIFORNIA EDISON	PO-310353	4,318.87
172252	MTGL	PO-314338	570.60

Board of Trustees Warrant Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....MARCH 12, 2012

Warrant Number	Name of Payee	Reference Number	Amount
172253	ORANGE COUNTRY REGISTER	PO-314346	240.72
172254	MOBILE COMM REPAIR INC	PO-314390	37.71
172255	NCS PEARSON	PO-312039	791.51
172256	ORANGE COUNTRY REGISTER	PO-314379	113.28
172257	ORANGE CTY TANK TESTING	PO-310579	5,350.00
172258	PACIFIC GO NATURAL GAS	PO-310578	9,604.84
172259	PEARSON	PO-313836	7,058.08
172260	PEARSON ASSESSMENTS	PO-312961	21.65
		PO-313006	282.10
		PO-313234	1,957.92
		PO-313251	349.06
		PO-313844	7,425.80
		PO-313975	519.84
172261	PEARSON EDUCATION	PO-313165	7,248.86
172262	PEARSON EDUCATION	PO-312502	348.47
		PO-312845	500.71
172263	PRINT & FINISHING SOLUTIONS	PO-314081	520.72
172264	RUSSELL SIGLER INC.	PO-314086	1,946.00
172265	SANTILLANA PUBL CO	PO-312409	1,939.50
		PV-123542	13.57
172266	SCOTT FORESMAN	PO-312454	1,438.62
		PO-312589	1,331.68
		PO-312591	869.24
		PO-312593	1,621.62
		PO-312982	148.44
		PO-313534	105.41
		PO-313538	4,745.96
172267	SIMPLEX GRINNELL LP	PO-313614	400.74
172268	SMART & FINAL	-	
		PO-310140	784.76
		PO-310142	374.38
		PO-310143	467.08
		PO-310399	398.38
		PO-310426	200.07
		PO-311938	365.26
		PO-312115	64.43
		PO-312130	349.62
172269	SMART & FINAL	PO-312130	79.92
		PO-312467	313.31
		PO-312725	27.76
172270	SPORTS FACILITIES GROUP INC	PO-310726	5,987.50
172271	THYSSENKRUPP ELEVATOR CORP	PO-310346	3,621.00
172272	TRAFFIX DEVICES INC	PO-314287	594.78
172273	UNITED RENTALS	PO-310171	159.47
172274	UPSWING MARKETING	PV-123482	579.04

Board of Trustees Warrant Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....MARCH 12, 2012

Warrant Number	Name of Payee	Reference Number	Amount
172275	SMART & FINAL	PO-310141	358.38
		PO-312274	1,113.23
172276	ABOVE ALL NAMES CONSTRUCTION	PO-313627	3,210.00
		PO-313688	250.00
		PO-313689	330.00
		PO-314016	3,955.60
		PO-314200	1,204.00
172277	BENS ASPHALT	PO-314006	1,500.00
		PO-314007	4,081.00
		PO-314008	1,500.00
		PO-314015	7,850.00
		PO-314021	3,335.00
		PO-314022	5,275.00
		PO-314060	16,570.00
172278	GILBERT & STEARNS INC	PO-310298	1,038.71
172279	PACIFIC ROOFING SYSTEMS	PO-314046	1,832.50
		PO-314047	3,187.00
172280	STATE BD EQUALIZATION	PV-123543	2,011.00
172281	BENS ASPHALT	PO-310329	2,518.00
172282	CORVEL CORPORATION	PO-310023	188,291.42
172283	CAPISTRANO UNIFIED SCHOOL DIST	PO-310247	60,969.83
172284	LAKESHORE LEARNING MATLS	PO-313608	2,083.67
		PO-313642	98.14
172285	BESSELING, QUIRINE	PV-123486	23.87
172286	BROOKMAN, JOSEPH	PV-123487	443.45
172287	BUCKMAN, JENNIFER	PV-123488	106.01
172288	COLLINGS, JANICE	PV-123489	105.45
172289	DELFOSE, MICHAEL	PV-123490	49.40
172290	EATON, ANDREA	PV-123491	32.75
172291	FARRAND, MONA	PV-123492	108.23
172292	GONG, PHOEBE	PV-123493	260.85
172293	GOODRICH, CINDY	PV-123494	115.44
172294	HALL, SHELLEY A.	PV-123495	19.98
172295	HERTZ, JANA	PV-123496	154.85
172296	HILL, DAWN	PV-123497	146.52
172297	IMSLAND, TRACEY	PV-123498	54.39
172298	KIMMELL-CAMOIA, JULIE	PV-123499	193.14
172299	MAGWOOD, DONNA KATHERINE	PV-123500	73.26
172300	MAHINDRAKAR, MANOJ	PV-123501	231.44
172301	MITCHELL, KAREN P	PV-123502	257.52
172302	MORRIS, LINDSEY	PV-123503	76.04
172303	PINKERTON, DAN	PV-123504	199.25
172304	ROCHE, ANN	PV-123505	208.13
172305	RODRIGUEZ, MICHELLE	PV-123506	178.71
172306	SCHROEDER, JANICE	PV-123507	11.10

Board of Trustees Warrant Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....MARCH 12, 2012

Warrant Number	Name of Payee	Reference Number	Amount
172307	SMITH, ANNE	PV-123508	222.56
172308	STORY, VIRGINIA	PV-123509	146.52
172309	TAYNE, JULIE	PV-123510	127.10
172310	TERHUNE, CYNTHIA	PV-123511	233.66
172311	THORNBURG, QUIN	PV-123512	62.16
172312	TOWNLEY, MICHELLE	PV-123513	19.98
172313	UMINSKY, ALMA	PV-123514	15.54
172314	VARGAS, DAVID	PV-123515	262.52
172315	WEIS-DAUGHERTY, DENISE	PV-123516	167.61
172316	WILLEY, ELIZABETH	PV-123517	36.63
172317	WOLFSON, DONNA	PV-123518	160.95
172318	ADVANTAGE RADIATOR	PO-310566	537.24
172319	AIS SPECIALTY PRODUCTS INC.	PO-314082	781.18
172320	ALISO NIGUEL AUTO CARE	PO-310569	15.00
		PO-313989	2,743.42
172321	ALISO VIEJO AUTO SERVICE	PO-313990	131.28
172322	APPLE COMPUTER INC	PO-312943	2,120.15
		PO-313813	1,404.42
		PO-313814	2,129.39
		PO-313816	1,404.42
		PO-313837	622.67
		PO-313843	2,921.69
172323	BADEN SPORTS INC	PO-313953	74.24
172324	BATTERIES PLUS	PO-314009	248.75
172325	BEE MAN	PO-310294	195.00
172326	BIOMETRICS4ALL INC	PO-310470	84.00
172327	BLAIRS TOWING	PO-310561	500.00
172328	BUSWEST	PO-311681	130.43
172329	CAL-STATE AUTO PARTS INC	PO-310595	963.69
172330	CHEVROLET OF IRVINE	PO-310593	35.62
172331	CINTAS CORP	PO-310339	216.89
172332	CINTAS CORPORATION #640	PO-311208	710.96
172333	CINTAS FIRST AID & SAFETY	PO-310240	155.14
172334	CLEAN ENERGY	PO-310592	4,272.68
172335	COSTCO S.J.C.	PO-314242	2,548.63
172336	DELL MARKETING L P	PO-313882	850.70
		PO-313907	137.27
		PO-313968	4,968.08
		PO-313969	1,252.47
		PO-313973	785.29
		PO-314062	874.62
		PO-314064	875.28
		PO-314068	9,620.95
172337	EAGLE	PO-313915	6,206.40
172338	FLINN SCIENTIFIC INC	PO-313983	624.84

Board of Trustees Warrant Listing
***** Fiscal Year: 2011-12 *****
Board of Trustees Meeting.....MARCH 12, 2012

Warrant Number	Name of Payee	Reference Number	Amount
172339	FREEWAY AUTO SUPPLY & MACHINE	PO-310529	73.42
172340	FRICITION MATERIALS CO.	PO-310588	420.77
172341	GEISENS AUTO UPHOLSTERY	PO-310531	310.78
172342	GLEN PRODUCTS	PO-310335	2,997.67
172343	GYM CLOSET	PO-313977	1,154.55
172344	IPC USA	PO-310586	54,838.26
172345	IRON MOUNTAIN	PO-310801	280.67
172346	JANELLE PUBLICATIONS INC	PO-314076	73.70
172347	JOHNSTONE SUPPLY	PO-312443	8,677.36
172348	DELL MARKETING L P	PO-313967	888.20
172350	BOWDEN, JOANNA	PV-123519	228.66
172351	ELLIS, SHAWNA	PV-123521	227.55
172352	FLUENT, TERRY	PV-123522	61.05
172353	GLASSEN, NINA	PV-123523	51.62
172354	HAACK, KATHI	PV-123524	256.41
172355	HERVEY, ROBIN	PV-123525	82.70
172356	KELLMAN, KATHLEEN	PV-123526	225.89
172357	KOPELSON, KATHLEEN	PV-123527	258.63
172358	KROGMAN, DEBRAH	PV-123528	18.87
172359	LOWE, DEBBIE	PV-123529	84.36
172360	LUEHE, CHRISTOPHER	PV-123530	158.73
172361	PEREZ, RICHARD	PV-123531	99.90
172362	PETERSON, DEBRA	PV-123532	124.32
172363	PETTEY, STEPHANIE	PV-123533	145.41
172364	REED, TONYA	PV-123534	56.06
172365	SAUER, PATRICIA J	PV-123535	71.04
172366	SHAPLAND, CHERYL	PV-123536	67.71
172367	SHUMATE, DAGMAR	PV-123537	203.13
172368	STIRLING, ROBERT	PV-123538	324.68
172369	TODD, JENNIFER	PV-123539	260.30
172370	WENTZEL, KORY	PV-123540	119.33
172371	WORKMAN, KEN	PV-123541	62.16
172372	BROCKMAN, CARY	PV-123520	121.55
172373	COMMUNITY ROOTS	PO-311308	74,335.00
172374	Capistrano Connections Academy	PO-311335	991,031.00
172375	HERITAGE MUSEUM OF OC	PO-313485	456.00
172376	JOURNEY CHARTER SCHOOL	PO-312227	166,035.00
172377	MISSION SAN JUAN CAPISTRANO	PO-313588	1,764.00
		PO-314365	630.00
		PO-314374	353.50
172378	OCEAN INSTITUTE	PO-314367	400.00
172379	OPPORTUNITY FOR LEARNING	PO-311334	107,609.00
172380	OXFORD ACADEMY	PO-311336	343,703.00
172381	RSCCD	PO-314369	600.00
		PO-314375	450.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....MARCH 12, 2012

Warrant Number	Name of Payee	Reference Number	Amount
172382	XEROX CORPORATION	PO-312155	25,336.52
		PO-314162	209,619.73
172383	KOCE-TV FOUNDATION	PO-312953	39,924.60
172384	LAGUNA BEACH SCHOOL DIST	PO-311397	26,031.28
172385	ORANGE COUNTY SSA	CL-011887	175,000.00
		PO-311882	552.61
172386	STUTZ ARTIANO SHINOFF & HOLTZ	PO-314386	55,212.65
172387	C.A.S.H.	PO-313490	287.00
172388	CAL LEAGUE MIDDLE SCHOOL/CLMS	PO-313820	578.00
172389	KAGAN PUBLISHING AND PROF.	PO-314424	189.00
172390	KERN COUNTY SUPERINTENDENT OF	PO-314334	5,750.00
172391	PAPA	PO-314423	80.00
172392	SCHOOL SERVICES OF CALIFORNIA	PO-313826	350.00
172393	T DAVIS & ASSOCIATES INC	PO-310373	2,916.66
172394	CCDAA	PO-314370	139.00
172395	MOULTON NIGUEL WATER	PO-310358	4,412.59
172396	SAN DIEGO GAS & ELECTRIC	PO-310354	26,813.67
172397	SANTA MARGARITA WATER	PO-310357	715.13
172398	SO CAL GAS CO	PO-310352	10,232.53
172399	SOUTHERN CALIFORNIA EDISON	PO-310353	44,090.91
172400	US BANK CORP PAYMENT SYSTEM	-	
		CM-120095	164.59-
		CM-120096	71.19-
		PV-123548	7,291.05
		PV-123550	6,559.18
172401	US BANK CORP PAYMENT SYSTEM	PV-123550	1,313.81
		PV-123551	6,246.75
172402	US BANK CORP PAYMENT SYSTEM	PV-123551	479.88
172403	OFFICE DEPOT	PO-310138	489.86
		PO-310544	84.65
		PO-312466	56.32
		PO-313155	225.82
172404	REALITYWORKS INC	PO-313314	7,020.10
172405	OFFICE DEPOT	PO-310139	197.34
172406	BARRETT, JANET S	PV-123560	51.63
172407	CHURCHFIELD, LYNNE	PV-123567	189.14
172408	DEOGRACIAS, AILEEN	PV-123556	177.00
172409	EFFENBERGER, PATRICIA	PV-123563	44.85
172410	FLUENT, TERRY	PV-123564	27.72
172411	KROGMAN, DEBRAH	PV-123559	231.86
172412	MCKEON, MARGIE (GAIL)	PV-123557	20.54
172413	METTERT, LISA M	PV-123561	15.00
172414	PEREZ, ALEIDA	PV-123555	20.68
172415	WEINELL, CAROL	PV-123562	15.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....MARCH 12, 2012

Warrant Number	Name of Payee	Reference Number	Amount
172416	ACADEMIC CHESS	PV-123569	27,311.90
		PV-123576	2,069.90
172417	ALC ENTERPRISES LLC	PV-123574	3,398.40
		PV-123595	2,670.00
172418	ANDREWS, JULIE	PV-123575	875.70
172419	CULINARY COOKING KIDS LLC	PV-123572	3,531.60
172420	EVERETT, MELINDA	PV-123597	1,050.70
172421	FUTURE BUILDERS WITH BRICKS	PV-123596	230.40
172422	SUPER READERS	PV-123570	1,638.00
172423	THIFFAULT, RONDA LEE	PV-123573	3,528.00
172424	GAST, LUCIBEL	PV-123565	27.75
172425	SANDERS, LORNA L	PV-123566	55.50
172426	AUTISM BEHAVIOR CONSULTANTS	PO-311062	6,497.50
172427	BERRY, SCOTT AND/OR JAIME	PO-312966	387.00
172428	BLOCK, MARIE K	PO-314113	1,800.00
172429	CARES	PO-311063	113.41
172430	CATHEDRAL HOME FOR CHILDREN	PO-314232	391.40
172431	CENTER FOR AUTISM &	PO-311557	901.01
		PO-311947	1,836.27
172432	CIMO, GAIL	PO-310253	656.40
172433	CROMWELL, PATRICIA	PO-310498	607.50
172434	DANIEL, JASON & RUTHIE	PO-310767	4,276.00
172435	DRAKE, TERRI	PO-313676	607.69
172436	EDUCATIONAL BASED SERVICES	PO-313930	14,679.03
172437	LEISURE CARE NURSES REGISTRY	PO-310047	6,460.00
		PO-312947	285.00
		PO-314190	1,026.00
172438	MARDAN CENTER OF ED	PO-310053	3,268.00
172439	MCCORMACK, MARC AND/OR KRISTA	PO-311083	769.14
172440	ORANGE COUNTY THERAPY SERVICE	PO-310692	18,240.00
172441	ORANGE CTY DEPT EDUC	PO-311398	349,659.25
172442	ORANGE CTY TESTING SERV	PO-310768	150.00
172443	PROGRESSUS THERAPY INC	PO-313423	1,680.00
172444	ROZENBERG, ABBY	PO-310276	309.00
172445	SANDOR, LASZLO/COURTENAY	PO-311085	536.69
172446	ABSOLUTE COMMUNICATIONS INC	PO-310237	1,456.44
172447	ACADEMIC COMM ASSOC	PO-314264	69.18
172448	ANDERSON'S IT'S ELEMENTARY	PO-314180	153.23
172449	BATTERIES PLUS	PO-314009	511.22
172450	CAPISTRANO GOLF CARS	PO-310349	236.81
172451	CURRICULUM ASSOCIATES	PO-313966	543.43
172452	CURRICULUM PROJECT, THE	PO-314153	38.95
172453	DANNIS WOLIVER KELLEY	PO-314313	90.00
172454	ETA/ CUISENAIRE CO OF AMERICA	PO-313731	1,676.52
172455	FIRE MOUNTAIN GEMS	PO-313709	144.21

Board of Trustees Warrant Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....MARCH 12, 2012

Warrant Number	Name of Payee	Reference Number	Amount
172456	FREEDOM SCIENTIFIC	PO-313021	181.33
172457	GANAHL LUMBER	PO-310334	7,143.81
172458	GOLDEN STAR TECHNOLOGY INC.	PO-314105	1,475.10
172459	HANDWRITING W/O TEARS	PO-313992	1,250.22
172460	HD SUPPLY	PO-313991	762.15
172461	JOSEPHSON INSTITUTE OF ETHICS	PO-314070	33.37
172462	LEARNING A-Z	PO-313570	79.95
172463	LIBRARY VIDEO COMPANY	PO-313976	92.99
172464	LINGUI SYSTEMS INC	PO-314154	35.95
172465	ALISO NIGUEL HIGH SCHOOL ASB	PO-314442	3,454.98
172466	AMERICAN LOGISTICS COMPANY LLC	PO-311532	8,232.50
172467	CVHS ASB	PO-314438	7,488.84
172468	PRETEND CITY CHILDREN'S MUSEUM	PO-314427	50.00
172469	RANCHO MISSION VIEJO	PO-313043	750.00
172470	SAN CLEMENTE HIGH SCHOOL ASB	PO-314440	9,275.90
172471	SAN JUAN HILLS HS ASB	PO-314439	5,361.17
172472	TESORO ASB	PO-314441	1,866.48
172473	BLOOM, MONICA	PV-123584	571.04
172474	CASEY, BRITTANY	PV-123585	3,512.25
172475	DENNIS, SUSAN	PV-123586	140.07
172476	JEUN, SU	PV-123587	81.49
172477	LARIVIERE, ERIN	PV-123598	81.49
172478	MAROCCHI, SHARON	PV-123588	221.74
172479	MCEVILLY, ALYESE	PV-123589	441.55
172480	NOBLE, KRISTEN	PV-123599	488.97
172481	PEVIANI, PATTI	PV-123590	801.38
172482	ROLLINIGHT, ARTHUR	PV-123591	1,318.69
172483	SALVERSON, JAMIE	PV-123592	244.48
172484	SIMONE, CHRISTINE A	PV-123593	262.92
172485	TRINIDAD, ANTONIO	PV-123594	177.39
172486	UNION BANK OF CALIFORNIA	PO-311924	16,636.12
172487	TRI-AD	PO-314410	2,131.50
172488	UNUM LIFE INSURANCE	PO-310009	9,158.76
172489	CORVEL CORPORATION	PO-310025	14,572.89
172490	ALISO NIGUEL HIGH SCHOOL ASB	PV-123580	180.00
172491	CAMBEROS, VALERIE	PV-123581	14.00
172492	SHUNE, TESSA	PV-123582	18.00
172493	WILEMON, ANDREA	PV-123583	75.00
522 Warrants			\$4,938,487.38

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

VENDOR	TITLE	BOARD APPROVAL DATE
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
Above All Names Construction Services, Incorporated	Bid No. 1112-11, Concrete Maintenance & Repair	10/26/2011
American Logistics Co., LLC	Bid No. 1112-04 - Outsource Transportation Service	7/27/2011
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-233 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
AVES Audio Visual Systems, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
AVID	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
B&H Foto & Electronics Corp. dab B&H Photo Video	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
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
Bowie, Arneson, Wiles, and	RFQ No. 10-0809 General Legal Services	12/15/2009
California Western Visuals	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Camcor, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Campus Foods	Bid 1011-14 Grocery Products	5/9/2011
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
Compview, Inc.	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Concepts School and Office Furnishings	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Concepts School and Office Furnishings	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
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
CR&R	Bid No. 1112-06 - Service to Collect, Recycle, and Dispose of Solid Waste Districtwide	8/8/2011
Culver-Newlin	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011

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

VENDOR	TITLE	BOARD APPROVAL DATE
Culver-Newlin	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
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
Desert Business Interiors	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
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
Digital Networks Group, Inc.	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Diversified Metal	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Dominos Pizza	Bid No. 1112-07 Pizza Service	8/24/2011
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
Fieldman Rollapp & Associates	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
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
Golden State Technology, Inc dba GST	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Government Financial Services	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
Great Western	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
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
Hertz Furniture	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Hewlett-Packard Company	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
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

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

VENDOR	TITLE	BOARD APPROVAL DATE
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
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
Longs Electronics, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
MNJ Technologies Direct, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
MTGL, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
National Demographics Corp	RFP/Q No. 5-1112 - Trustee Area Redistricting Analysis and Adjustment Services	9/26/2011
Network Hardware Resale, Inc.	U.S. General Services Administration Contract No. GS-35F-0717R, Pre-Owned and Refurbished Cisco Systems Networking Equipment	11/9/2010
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Notification Technologies, Inc.	RFP - Emergency Parent Notification System	9/29/2007
NvLS Professional Services, LLC	RFQ No. 1-0910 E-Rate Consultant	6/22/2009
Office & Ergonomic Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Office Depot	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Ohno Construction	Bid No. 1011-15 San Juan Hills High School Stadium Phase II	9/26/2011
P&R Paper Supply Co.	Bid No. 0809-11 Paper and Plastic Products for Food and Nutrition Services	6/8/2009
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
Prime Painting Contractors, Inc.	Bid No. 0708-11 Painting	6/25/2007
Pritchard Supply, Inc. dba Johnstone Supply	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Renaissance Learning, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Roadways International, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
School Space Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
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
Southern California Gray Line	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010

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

VENDOR	TITLE	BOARD APPROVAL DATE
Southwest School and Office Supply	Placentia Yorba Linda, Bid No. 211-12, Supplies	1/25/2012
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. 1112-01 - Audio Visual Equipment	8/8/2011
Twining, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
United Refrigeration Inc.	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Valiant IMC	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Vavrinek, Trine, Day & Co., LLP	RFP No. 2-0708 Audit Services	4/21/2008
Virco	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Ward's Media Tech	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
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
WB Hunt Co, Inc.	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
West Coast Arborists, Inc.	Bid No. 1112-10 Tree Trimming Maintenance	9/26/2011
Williams Scotsman	Los Alamitos Unified School District Bid No. 2010-0002, Relocation, Dismantle and Removal of DSA Portable Classroom	7/11/2011
WLC Architects, Inc.	RFQ No. 3-0708 Architectural Services for Districtwide Facilities Master Plan	2/25/2008
WW Grainger, Incorporated	State of Nevada, Division of Purchasing, and Western States Contracting, Alliance Contract NO. 1862, Awarded to WW Grainger, California Participating Addendum No. 7-11-51-02	10/26/2011
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

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Active Network	\$270.75	Teacher Supplies	Aliso Niguel High School
Aliso Niguel High School PTSA	\$594.78	Traffic Cones and Bases	Aliso Niguel High School
Aliso Niguel High School PTSA	\$746.77	Chemistry Lab Supplies	Aliso Niguel High School
Aliso Niguel High School PTSA	\$777.87	Golf Cart Repairs	Aliso Niguel High School
Aliso Niguel High School PTSA	\$3,000.00	School Loop	Aliso Niguel High School
Edison - Employee Contributions Campaign	\$189.98	Materials and Supplies	Aliso Niguel High School
Edison - Employee Contributions Campaign	\$189.98	Supplies for Teachers	Aliso Niguel High School
Pacific Life Foundation	\$4,500.00	Technology	Aliso Niguel High School
Edison - Employee Contributions Campaign	\$100.00	Technology Education Grant	Aliso Viejo Middle School
Edison - Employee Contributions Campaign	\$100.00	Technology Education Grant	Aliso Viejo Middle School
CR & R Incorporated	\$633.50	Fifth Grade Field Trip	Ambuehl Elementary School
San Juan Capistrano Education Foundation	\$123.80	Classified Staff Overtime	Ambuehl Elementary School
San Juan Capistrano Education Foundation	\$247.60	Co-curricular Stipend	Ambuehl Elementary School
Arroyo Vista School PTA	\$486.85	Middle School Math	Arroyo Vista K-8 School
Arroyo Vista School PTA	\$1,274.49	Elmo Projector	Arroyo Vista K-8 School
Arroyo Vista School Science Boosters	\$25,000.00	Fifth Grade Science Camp	Arroyo Vista K-8 School
Education for the Children, Incorporated	\$8,726.61	Technology Upgrade	Arroyo Vista K-8 School
Spreebird	\$115.36	Materials and Supplies	Arroyo Vista K-8 School
Barcelona Hills Elementary School PTA	\$1,648.00	Meet the Masters Program	Barcelona Hills Elementary School
Bathgate Elementary School Foundation	\$1,744.00	Fifth Grade Science Camp Stipends	Bathgate Elementary School
Spreebird	\$151.96	Materials and Supplies	Bathgate Elementary School
Assistance League of Capistrano Valley	\$500.00	Links for Learning	Bernice Ayer Middle School
Bernice Ayer Middle School PTA	\$407.30	Campus Supervisor Radios	Bernice Ayer Middle School
Capistrano Home School (CHOOSE) PTA	\$677.00	Student Supplies	Capistrano Home School (CHOOSE)
Carl Hankey International Education Foundation	\$90.00	Teacher Training Substitute	Carl Hankey K-8 School
Carl Hankey International Education Foundation	\$180.00	Teacher Training Substitutes	Carl Hankey K-8 School
Carl Hankey International Education Foundation	\$729.82	Teacher Training Substitutes	Carl Hankey K-8 School
Allen Shinbashi: Kick Start Capo	\$500.00	Schoolwide Donation	Castille Elementary School
Castille Elementary School Booster Club	\$37,000.00	OSS School	Castille Elementary School
Edison - Employee Contributions Campaign	\$150.00	Schoolwide Donation	Castille Elementary School
Pacific Life Foundation	\$3,000.00	Schoolwide Donation	Castille Elementary School
Pacific Life Foundation	\$5,000.00	Technology Education Grant	Chaparral Elementary School
Spreebird	\$248.62	Teaching Supplies	Chaparral Elementary School
CARE Foundation	\$500.00	2012 Classified Employee of the Year	Communications Department
Pacific Life Foundation	\$4,500.00	AP Conference and AVID Training	Dana Hills High School
The Dolphin Foundation	\$3,282.49	Golf Cart for Campus Supervisors	Dana Hills High School
Del Obispo Elementary School PTA	\$165.00	Fourth Grade Field Trip Transportation	Del Obispo Elementary School
Spreebird	\$160.83	Supplies	Del Obispo Elementary School
United Way Silicon Valley	\$120.00	Supplies	Don Juan Avila Elementary School
George White Elementary School PTA	\$585.00	Third grade field Trip	George White Elementary School
Hidden Hills Elementary School PTA	\$1,169.38	Prior Year Field Trips	Hidden Hills Elementary School
Hidden Hills Elementary School PTA	\$2,084.84	Meet the Masters Program	Hidden Hills Elementary School

DONATED BY	AMOUNT	PURPOSE	SCHOOL
John S. Malcom Elementary School PTA	\$1,582.50	Fourth Grade Field Trip Transportation	John S. Malcom Elementary School
Spreebird	\$133.28	Instructional Supplies	John S. Malcom Elementary School
Mrs. Katherin M. Ambrose	\$100.00	A Cash Donation	Kinoshita Learning Link
Spreebird	\$244.32	Technology	Ladera Ranch Elementary School
United Way Silicon Valley	\$120.00	Technology	Ladera Ranch Elementary School
Kool Kahuna Shave Ice	\$230.00	Instructional Materials	Ladera Ranch Middle School
Lifetouch National School Studios	\$1,444.00	Instructional Supplies	Ladera Ranch Middle School
Pacific Life Foundation	\$5,500.00	Technology	Ladera Ranch Middle School
Laguna Niguel Elementary School Foundation	\$5,000.00	Instructional Assistant	Laguna Niguel Elementary School
Laguna Niguel Elementary School PTA	\$1,080.00	First Grade fFeld Trip	Laguna Niguel Elementary School
Laguna Niguel Elementary School PTA	\$8,000.00	Additional Hours Library Tech	Laguna Niguel Elementary School
Laguna Niguel Senior Citizens Club, Incorporated	\$100.00	Library Books	Laguna Niguel Elementary School
Simonson Photography	\$70.00	Instructional Materials	Laguna Niguel Elementary School
Las Flores Elementary School Booster Club	\$18,905.30	Fifth Grade Science Camp	Las Flores Elementary School
Spreebird	\$111.93	Materials and Supplies	Las Flores Middle School
United Way Silicon Valley	\$400.00	Donation	Marblehead Elementary School
Moulton Elementary School PTA	\$250.00	iPads for Fifth Grade	Moulton Elementary School
Moulton Elementary School PTA	\$500.00	Moulton School Science Week	Moulton Elementary School
Moulton Elementary School PTA	\$550.00	Kindergarten Field Trip	Moulton Elementary School
Moulton Elementary School PTA	\$678.00	iPad for Science	Moulton Elementary School
Moulton Elementary School PTA	\$1,650.00	iPads for Fifth Grade	Moulton Elementary School
Moulton Elementary School PTA	\$1,935.00	Mission Field Trip	Moulton Elementary School
Moulton Elementary School PTA	\$3,795.00	Science Instructional Aide Salary	Moulton Elementary School
Alan and Deann Schrest	\$2,500.00	Science Class Supplies	Newhart Middle School
Spreebird	\$230.16	Teaching Supplies	Newhart Middle School
Life Touch	\$652.00	Technology	Niguel Hills Middle School
Pacific Life Foundation	\$3,500.00	Technology-Special Education Laptops	Niguel Hills Middle School
Ladera Ranch Education Foundation	\$660.00	Playground Equipment	Oso Grande Elementary School
Ladera Ranch Education Foundation	\$1,305.00	Projector Bulbs	Oso Grande Elementary School
Ladera Ranch Education Foundation	\$8,390.00	Computers for Lab	Oso Grande Elementary School
Microsoft Matching Gifts Program	\$697.00	Materials and Supplies	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$9,501.00	Field Trips	Oso Grande Elementary School
Palisades Elementary School PTA	\$592.63	Character Counts Folders	Palisades Elementary School
Lisa York	\$100.00	Community Support	Philip Reilly Elementary School
Michelle Lee	\$100.00	Music and Science	Philip Reilly Elementary School
Michelle Lee	\$100.00	Music and Science	Philip Reilly Elementary School
Gyzel Tabrizi	\$100.00	Instructional Supplies	RH Dana Elementary School
McDonald's Operators Association of So. California	\$100.00	Technology Equipment	RH Dana Elementary School
RH Dana Elementary Booster Club	\$3,300.00	Fifth Grade Field Trip	RH Dana Elementary School
RH Dana Elementary PTA	\$100.00	Celebration Book Club	RH Dana Elementary School
Mr. Tom Marshall		School and Office Supplies	San Juan Elementary School
Mrs. Lindsay Mathews	\$100.00	A Cash Donation	San Juan Learning Link
City of San Clemente	\$5,000.00	ACTIVATE After School Program	Shorecliffs Middle School
Tesoro High School PTSA	\$7,495.26	School Loop 2011-2012	Tesoro High School

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Spreebird	\$185.31	Materials and Supplies	Tijeras Creek Elementary School
Tijeras Creek Elementary School Booster Club	\$1,756.22	Two Computers forLab	Tijeras Creek Elementary School
Tijeras Creek Elementary School Booster Club	\$16,075.00	Fifth Grade Outdoor Science Camp	Tijeras Creek Elementary School
Tijeras Creek Elementary School PTA	\$817.76	Donation for Teacher Release Time	Tijeras Creek Elementary School
Spreebird	\$150.92	Teaching Supplies	Truman Benedict Elementary School
Vista del Mar Elementary School PTA	\$3,287.49	Meet the Masters Program	Vista del Mar Elementary School
Vista del Mar Elementary School PTA	\$11,490.00	Field Trips All Grades	Vista del Mar Elementary School
CARE Foundation	\$650.00	CRLP/CALL Training	Vista del Mar Middle School
Vista del Mar Middle School PTA	\$1,152.13	Fitness Center Equipment	Vista del Mar Middle School
Wagon Wheel Elementary School PTA	\$82.88	Epson Bulbs	Wagon Wheel Elementary School
Wood Canyon Elementary School PTA	\$99.12	Instructional Supplies	Wood Canyon Elementary School

CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 Valle Road
San Juan Capistrano, California

***CONTRACT FOR EMPLOYMENT OF DEPUTY SUPERINTENDENT
BUSINESS AND SUPPORT SERVICES***

This contract is made and entered into March 14, 2012, by and between the Board of Trustees of Capistrano Unified School District in the County of Orange, State of California, and John W. Pappalardo, Deputy Superintendent, Business and Support Services.

ITEM #1 – OFFER AND BOARD ACTION

At the meeting of the Board of Trustees of Capistrano Unified School District held on March 12, 2012, it was voted to employ John W. Pappalardo as Deputy Superintendent, Business and Support Services, effective April 16, 2012, and ending June 30, 2015, subject to the conditions hereinafter set forth.

ITEM # 2 - SALARY

The salary of the Deputy Superintendent, Business and Support Services, shall be One Hundred Ninety-Eight Thousand Dollars (\$198,000) per year, payable in equal monthly payments for the length of this contract beginning on April 16, 2012, and continuing for the remainder of this contract term.

ITEM #3 – ADJUSTMENT OF SALARY AND BENEFITS

The Deputy Superintendent, Business and Support Services, shall receive all incentives and benefits available to other members of the District's certificated management team while serving in this assignment. The base salary shall be adjusted to reflect any cost-of-living increases or decreases given to other members of the Capistrano Unified Management Association (CUMA), anytime after June 30, 2012.

ITEM #4 – FRINGE BENEFITS

The Deputy Superintendent, Business and Support Services, shall be entitled to receive at least all fringe benefits of employment that are granted to other certificated and classified employees, including, but not limited to, health and welfare and retiree benefits.

ITEM #5 – PROFESSIONAL ASSOCIATION DUES/PROFESSIONAL GROWTH

The Board of Trustees requires that the Deputy Superintendent, Business and Support Services, be a member of the Association of California School Administrators (ACSA) and the California Association of School Business Officials (CASBO) and, shall pay the annual membership dues assessed by both organizations. It is understood that participation in professional associations may require that the Deputy Superintendent attend regional and state meetings from time to time in his capacity as a member of such organizations. The Deputy Superintendent may attend a reasonable amount of meetings, as approved by the Superintendent, within the context of his required workdays in as much as it doesn't interfere with the duties of his position.

The Deputy Superintendent shall also be permitted to attend professional growth opportunities as approved by the Superintendent to enhance performance.

ITEM #6 – TRANSPORTATION

The Deputy Superintendent, Business and Support Services, shall be entitled to receive a monthly transportation allowance in the amount of \$300 per month. The Deputy Superintendent, Business and Support Services, shall not be required, as a condition of receiving the monthly transportation allowance, to account for expenses which are incurred for transportation in conducting the duties of the position. The employee shall not be entitled to mileage reimbursement for mileage expenses incurred in the regular scope of his duties.

ITEM #7 – WORK YEAR, VACATION AND SICK LEAVE

The Deputy Superintendent, Business and Support Services, shall be considered a 12-month employee and entitled to 24 working days of vacation and such holidays as are provided to classified employees of the District. Deputy Superintendent, Business and Support Services' work year shall be 224 days. Sick leave days shall be accrued at the rate of 12 days per year (one day of sick leave for each month of service rendered). Accrued, but unused, sick days shall be carried forward from year to year and transferred as provided by California Education Code and Board Policy.

ITEM #8 – POWERS AND DUTIES

The Deputy Superintendent, Business and Support Services, shall be directly responsible to the Superintendent of the Capistrano Unified School District and shall have such powers and duties which may be lawfully delegated and assigned by the Superintendent. The job description for the Deputy Superintendent, Business and Support Services, is hereby incorporated by reference.

ITEM #9 – SUBJECT LAW

This contract is subject to all applicable laws of the State of California and lawful rules and regulations of the California State Board of Education and the Board of Trustees of the District. Said laws, rules and regulations are hereby made a part of the terms and conditions of this contract as though herein set forth, including but not limited to the provisions of Government Code §53260 and 53261 which provide that if an employment agreement is terminated, the maximum cash settlement that an employee may receive shall be in an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract, but not to exceed eighteen (18) months, plus health benefits which may be continued for the same duration of time as covered in the settlement pursuant to the 18-month time limit or until the employee finds other employment, whichever first occurs.

ITEM #10 – SENIOR MANAGEMENT DESIGNATION (EC 45100.5)

The position of Deputy Superintendent, Business and Support Services, shall be designated as Senior Management. Senior Management positions are part of classified service and shall be afforded all rights, benefits, and burdens of other classified employees, except that they shall be exempt from all provisions relating to obtaining permanent status. Notice of reassignment or dismissal from a Senior Management position shall be provided in accordance with the provisions of this agreement and with Education Code §35031.

ITEM #11 – PERFORMANCE GOALS AND OBJECTIVES AND EVALUATION

The performance of the Deputy Superintendent, Business and Support Services, shall be annually evaluated in writing based upon the duties and responsibilities referenced in this agreement and other criteria as established by the Superintendent. The evaluation shall include written recommendations as to areas of improvement in all instances where the Superintendent

deem it to be necessary and appropriate and shall provide an overall rating of levels of performance from excellent to unsatisfactory.

The Superintendent shall meet with the Deputy Superintendent, Business and Support Services, at the beginning of each school year to establish performance goals and objectives for the Deputy Superintendent for the year. Such goals and objectives approved by the Superintendent shall be reduced to writing and provided to the Deputy Superintendent. As stated above, the Deputy Superintendent's job performance shall be evaluated annually. The evaluation shall be based upon goals and objectives established at the beginning of the year and related to the job description of Deputy Superintendent's position. In the event that a performance evaluation is not conducted, the performance of the Deputy Superintendent shall be deemed as satisfactorily meeting the goals and objectives as well as the standards set forth in this agreement and the job description.

ITEM #12 – PROFESSIONAL ACTIVITIES

With prior approval of the Superintendent, the Deputy Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. Said outside professional activities may be performed for consideration provided they do not interfere with a conflict with the Deputy Superintendent's performance of his duties under this Agreement.

If the Deputy Superintendent receives compensation for such speaking engagements, he must use vacation leave to perform outside activities. In no case will the District be responsible for any expenses attendant to the performance of such outside activities.

ITEM #13 – REIMBURSEMENT OF BUSINESS EXPENSES

The District shall reimburse the Deputy Superintendent for all reasonable business expenses incurred in connection with District business. Each such expenditure shall be reimbursable only if the Deputy Superintendent furnishes to the District adequate records and other documentary evidence required by the federal and state statutes and regulations issued by the appropriate taxing authorities for the substantiation of each such expenditure. Such expenses include, but are not limited to:

- Attendance of approved regional, state or national conference, workshops or seminars.
- Hearings or meetings which are of benefit to the District.
- Transportation (other than personal automobile) outside the District.

ITEM #14 – CELL PHONE

The Deputy Superintendent, Business and Support Services, shall be entitled to receive a monthly cell phone allowance for business use of his personal cell phone in the amount of \$60 per month (\$720/year). The Deputy Superintendent, Business and Support Services, shall not be required, as a condition of receiving the monthly cell phone allowance, to account for expenses which are incurred for cell phone use in conducting the duties of the position. The employee shall not be entitled to cell phone reimbursement for cell phone expenses incurred in the regular scope of his duties.

Gary Pritchard, President
Board of Trustees

Date: _____

John W. Pappalardo, Deputy Superintendent
Business and Support Services

Date: _____

CONTRACTOR'S NAME: Discovery Science Center

CONTRACT No. 11112113



INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Instructional Science to Go classes

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on March 29, 2012, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: Discovery Science Center **CONTRACT No.** I1112113

3. Compensation: DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Two-thousand three-hundred and 00/100----- Dollars (\$ 2,300.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: At the rate of \$9.50 per student per Reservation Number 49529, 49533, and 49536.

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:

Discovery Science Center
2500 North Main Street
Santa Ana, CA 92705
(714) 913-5030

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

CONTRACTOR'S NAME: Discovery Science Center CONTRACT No. I1112113

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>Reservation Numbers 49529, 49533, and 49536</u>
c. Exhibit	C	<u></u>

THIS AGREEMENT IS ENTERED INTO THIS 29 DAY OF March, 2012.

Capistrano Unified School District
Name of District

Discovery Science Center
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

Board Approval Date

Initials/Date vb 2/29/2012

Taxpayer Identification Number

DISCOVERY SCIENCE CENTER
2500 North Main Street, Santa Ana, CA 92705
Phone: 714-913-5030 Fax: 714-263-3908

RESERVATION CONFIRMATION

Thank you for booking a **Science to Go** program with Discovery Science Center. Please take a moment to ensure that all the information below regarding your event is correct. If there are any changes or additions, please contact Discovery Science Center Group Bookings Department at 714-913-5030.

Reservation Made By and/or For

Kelly Ricks
Oso Grande Elementary School
30251 Sienna Parkway
LADERA RANCH, CA 92694
(949) 234-5966

Reservation Details

Reservation Number: 49529

Quantity	Description	Event Name	Grade	Event Date	Event Time	Price	Extended
33	OR STAR LAB CHILD	STARLAB	3	05/14/12	8:55 AM	9.50	313.50
33	OR STAR LAB CHILD	STARLAB	3	05/14/12	10:05 AM	9.50	313.50
33	OR STAR LAB CHILD	STARLAB	3	05/14/12	12:20 PM	9.50	313.50
Total							940.50
Payments							0.00
Balance Due							940.50

Payments: You are required to pay a non-refundable 10% deposit within 30 days of booking your program. The **final balance must be paid** within seven (7) days of the program date. If you have selected Purchase Order as your form of payment, please email the Purchase Order to Pnagahori@discoverycube.org or fax to 714-263-3908

Requirements and Refunds: If you have booked more than one program on the same day, please note that **all scheduled programs must occur in the same room**. The instructor cannot move from classroom to classroom. **All programs must be held indoors**. There will be no exceptions. If you have booked the Starlab program, please make sure that the presentation room is at least 18' x 25' and has a 12' ceiling.

The minimum number of students required to book a **Science to Go** program is 15. If the number of students drops below 15, you will still be required to pay for 15 students. If the number of students attending on the day of the program is greater than the minimum required to book, but is different than the reserved number of students, please notify the Education Department at 714-913-5030. **Reservation changes must be made within two (2) business days before the programs occur**. Refunds will not be issued for differences of five (5) students or less. Greater charges will not be incurred if the student number increases by five (5) students or less.

By booking a **Science to Go** program with Discovery Science Center, you are agreeing to all of the guidelines outlined above. If you have a question or concern, please contact the Education Department at 714-913-5030.

Thank you again for booking a program with Discovery Science Center. We look forward to bringing science to you!

1/26/12

DISCOVERY SCIENCE CENTER
2500 North Main Street, Santa Ana, CA 92705
Phone: 714-913-5030 Fax: 714-263-3908

RESERVATION CONFIRMATION

Thank you for booking a **Science to Go** program with Discovery Science Center. Please take a moment to ensure that all the information below regarding your event is correct. If there are any changes or additions, please contact Discovery Science Center Group Bookings Department at 714-913-5030.

Reservation Made By and/or For
Kelly Ricks
Oso Grande Elementary School
30251 Sienna Parkway
LADERA RANCH, CA 92694
(949) 234-5966

Reservation Details

Reservation Number: 49533

Quantity	Description	Event Name	Grade	Event Date	Event Time	Price	Extended
33	OR STAR LAB CHILD	STARLAB	3	05/21/12	8:55 AM	9.50	313.50
33	OR STAR LAB CHILD	STARLAB	3	05/21/12	10:05 AM	9.50	313.50
33	OR STAR LAB CHILD	STARLAB	3	05/21/12	12:20 PM	9.50	313.50
Total							940.50
Payments							0.00
Balance Due							940.50

Payments: You are required to pay a non-refundable 10% deposit within 30 days of booking your program. The **final balance must be paid** within seven (7) days of the program date. If you have selected Purchase Order as your form of payment, please email the Purchase Order to Pnagahori@discoverycube.org or fax to 714-263-3908

Requirements and Refunds: If you have booked more than one program on the same day, please note that **all scheduled programs must occur in the same room**. The instructor cannot move from classroom to classroom. **All programs must be held indoors**. There will be no exceptions. If you have booked the Starlab program, please make sure that the presentation room is at least 18' x 25' and has a 12' ceiling.

The minimum number of students required to book a **Science to Go** program is 15. If the number of students drops below 15, you will still be required to pay for 15 students. If the number of students attending on the day of the program is greater than the minimum required to book, but is different than the reserved number of students, please notify the Education Department at 714-913-5030. **Reservation changes must be made within two (2) business days before the programs occur**. Refunds will not be issued for differences of five (5) students or less. Greater charges will not be incurred if the student number increases by five (5) students or less.

By booking a **Science to Go** program with Discovery Science Center, you are agreeing to all of the guidelines outlined above. If you have a question or concern, please contact the Education Department at 714-913-5030.

Thank you again for booking a program with Discovery Science Center. We look forward to bringing science to you!

1/26/12

DISCOVERY SCIENCE CENTER
2500 North Main Street, Santa Ana, CA 92705
Phone: 714-913-5030 Fax: 714-263-3908

RESERVATION CONFIRMATION

Thank you for booking an **Assembly** program with Discovery Science Center. Please take a moment to ensure that all the information below regarding your event is correct. If there are any changes or additions, please contact Discovery Science Center Group Bookings Department at 714-913-5030.

Reservation Made By and/or For
Kelly Ricks
Oso Grande Elementary School
30251 Sienna Parkway
LADERA RANCH, CA 92694
(949) 234-5966

Reservation Details

Reservation Number: 49536

Quantity	Description	Event Name	Grade	Event Date	Event Time	Price	Extended
1	OR ASSEMBLY CHARGE	REACTION LAB	3	04/23/12	12:30 PM	295.00	295.00
150	OR ASSEMBLY CHILD	REACTION LAB	3	04/23/12	12:30 PM	0.00	0.00
Total							295.00
Payments							0.00
Balance Due							295.00

Payments: You are required to pay a non-refundable 10% deposit within 30 days of booking your program. The **final balance must be paid** within seven (7) days of the program date. If you have selected Purchase Order as your form of payment, please email the Purchase Order to Pnagahori@discoverycube.org or fax to 714-263-3908

Requirements and Refunds: If you have booked more than one program on the same day, please note that **all scheduled programs must occur in the same room**. The instructor cannot move from classroom to classroom. **All programs must be held indoors**. There will be no exceptions.

By booking an **Assembly** program with Discovery Science Center, you are agreeing to all of the guidelines outlined above. If you have a question or concern, please contact the Education Department at 714-913-5030.

Thank you again for booking a program with Discovery Science Center. We look forward to bringing science to you!

January 26, 2012

EXHIBIT A

EXTENSION OF AGREEMENT NO. C1011140

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DAVID TAUSSIG & ASSOCIATES, INC.

Consultant Agreement No. C1011140 called for an original 12-month contract period of April 12, 2011 through April 11, 2012.

The contract with David Taussig & Associates, Inc., pursuant to RFQ No. 6-1011, shall be extended an additional 12 months, for the period April 12, 2012 through April 11, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on March 28, 2012.

The total amount of services requested by District and provided by Consultant under this extension shall not exceed \$150,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on April 11, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

David Taussig & Associates, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

BOARD OF TRUSTEES
GARY PRITCHARD, PH. D.
PRESIDENT

JOHN M. ALPAY
VICE PRESIDENT

LYNN HATTON
CLERK

ELLEN M. ADDONIZIO

JACK R. BRICK

ANNA BRYSON

SUE PALAZZO

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

February 21, 2012

Andrea Roess
David Taussig & Associates
5000 Birch Street, Suite 6000
Newport Beach, CA 92660

Subject: RFQ 6-1011 – Special Tax Consulting Services for Public Financing

Dear Ms. Roess:

Your current contract for special tax consulting services to the Capistrano Unified School District, as referenced above, will expire on April 11, 2012.

Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to reduce your fees for services by 10% for the renewal period April 12, 2012 through April 11, 2013. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by March 5, 2012.**

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

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

enc.

March 2, 2012

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

RE: Special Tax Consulting Services for Capistrano Unified School District

Dear Terry:

Pursuant to your letter dated February 21, 2012, David Taussig & Associates would like to extend our contract for annual administration services through the 12-month period ending April 11, 2013. Based on a careful review of our costs associated with this work, we believe that we can reduce our per parcel charge from \$1.70 per parcel to \$1.65 per parcel and still provide CUSD with the high quality service that you have come to expect. All other elements of our pricing would remain unchanged.

As you might recall, as part of the contract negotiations last year, we reduced our hourly rates by an average of approximately 8% from the hourly rates that we originally submitted in our proposal to the School District in March 2011. Therefore, we cannot reduce our hourly rates further at this time.

Please see the enclosed comparison table of the revised contract terms for your reference.

As you are aware, the majority of our work is funded directly with CFD funds and not from the School District's general fund. Each CFD is self-sustaining and funded through its annual tax levy. Any work associated with the annual tax levy, including the School District's time, is paid from the CFD administrative expense fund.

We have enjoyed assisting the School District over the years and look forward to the opportunity to continue our services. If you have any questions regarding the enclosed proposal please call me at (949) 955-1500.

Sincerely yours,



Andrea Roess
Managing Director

Enclosure

<http://127.0.0.1/resources/Proposals/ADMIN/CALIF/CUS>

DAVID TAUSSIG & ASSOCIATES, INC.
SUMMARY OF CONTRACT TERMS FOR CONSULTING SERVICES

<u>Table 1</u> Hourly Rates	
Managing Director	\$145
Manager	\$135
Senior Associate	\$120
Associate	\$110
Analyst	\$90
Research Assistant	\$70

<u>Table 2</u> Annual Administration Services	
Tasks	Fee
Tasks 1 through 11	\$1.70 per Parcel plus \$2,250 per District/IA
Task 12	\$1,200 per Continuing Disclosure Report

<u>New Table 1 (NO CHANGES)</u> Hourly Rates	
Managing Director	\$145
Manager	\$135
Senior Associate	\$120
Associate	\$110
Analyst	\$90
Research Assistant	\$70

<u>New Table 2</u> Annual Administration Services	
Tasks	Fee
Tasks 1 through 11	\$1.65 per Parcel plus \$2,250 per District/IA
Task 12	\$1,200 per Continuing Disclosure Report

CONTRACTOR'S NAME: David Taussig & Associates, Inc.

CONTRACT No. C1011140



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and **David Taussig & Associates, 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:** Special Tax Consulting Services for Public Financing - RFQ 6-1011

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on April 12, 2011, and will diligently perform as required and complete performance by April 11, 2012.

CONTRACTOR'S NAME: David Taussig & Associates, Inc. CONTRACT No. C1011140

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: hourly rates per RFQ 6-1011, Special Tax Consulting Services for Public Financing

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

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

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

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

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

CONTRACTOR'S NAME: David Taussig & Associates, Inc. **CONTRACT No.** C1011140

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: David Taussig & Associates, Inc. CONTRACT No. C1011140

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: David Taussig & Associates, Inc. **CONTRACT No.** C1011140

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: David Taussig & Associates, Inc. **CONTRACT No.** C1011140

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:

David Taussig & Associates, Inc.
Andrea Roess
5000 Birch Street, Ste. 6000
Newport Beach, CA 92660

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: David Taussig & Associates, Inc. CONTRACT No. C1011140

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>RFQ 6-1011 - Scope of Services</u>
c. Exhibit	C	<u></u>

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

Capistrano Unified School District

Name of District

By: 

Terry Fluent

Typed Name

Director, Purchasing

Title

April 11, 2011

Board Approval Date

David Taussig & Associates, Inc.

Contractor Name

Signature: 

Typed or Printed Name

Title

Taxpayer Identification Number

VII. PROFESSIONAL FEES/FEE SCHEDULE

1. FEE SCHEDULE – CFD FORMATION SERVICES

Total compensation (excluding expenses) for completion of Tasks 1 through 10 of Section 1 of the Scope of Services (CFD Formation Services) is time and materials, not to exceed \$30,000.

Consultant shall charge the following hourly rates for services related to Section 1 of the Scope of Services.

Table 1 - Hourly Rates

Managing Director	-	\$145/Hour
Manager	-	\$135/Hour
Senior Associate	-	\$120/Hour
Associate	-	\$110/Hour
Analyst	-	\$90/Hour
Research Assistant	-	\$70/Hour

Should more than one Project Landowner participate in the formation of the CFD, and should one or more of these additional Project Landowners desire to be placed in a separate Improvement Area or Zone from the first Project Landowner, additional time and materials may be charged, up to a maximum of \$5,000 per Improvement Area or Zone. Consulting services related to the preparation of certifications or tax spreads for later bond issues, shall be covered under a separate Agreement.

Any additional tasks assigned by the School District shall be charged at the hourly rates listed above.

In addition to fees for services, School District shall reimburse DTA for travel, photocopying, courier, facsimile, clerical, telephone expenses, and administrative charges, and other out-of-pocket expenses not to exceed \$2,000.

2. FEE SCHEDULE – ANNUAL ADMINISTRATION SERVICES

Total compensation (excluding expenses) for completion of Section 2 of the Scope of Services (Annual Administration Services) shall be billed on a per parcel and per District basis, as indicated in Table 2 below.

Table 2 - Annual Administration Services

TASKS	FEE
TASKS 1 THROUGH 10 OF SCOPE OF SERVICES IN RFQ EXCEPT TASK 4 (CFD DISCLOSURE)	\$1.70 PER PARCEL PLUS \$2,250 PER DISTRICT/IA
TASK 4 OF SCOPE OF SERVICES IN RFQ	\$1,200 PER CONTINUING DISCLOSURE REPORT

Any additional tasks assigned by the School District shall be charged at the hourly rates listed in Table 1 above. In addition to fees for services, School District shall reimburse DTA for out-of-pocket expenses for each CFD and/or IA as indicated in Table 3 below.

Table 3 – Expenses

REPRODUCTION: 8.5" x 11", 8.5" x 14", OR 11" x 17" (BLACK & WHITE) 8.5" x 11", 8.5" x 14", OR 11" x 17" (COLOR) LARGER THAN 11" x 17" (ASSESSOR MAPS, TRACT MAPS, BOUNDARY MAPS, ZONING MAPS, SPECIFIC PLANS, ETC.)	\$0.15/PAGE
	\$0.75/PAGE
	ACTUAL COST
TRAVEL: MILEAGE <u>LONG DISTANCE</u> (REGULARLY SCHEDULED COMMERCIAL AIRLINE TICKET COSTS, MEALS, LODGING, AND RENTAL VEHICLE)	\$0.51/MILE
	ACTUAL COST
TELEPHONE AND FACSIMILE	ACTUAL COST
POSTAGE, OVERNIGHT DELIVERY AND MESSENGER SERVICE	ACTUAL COST
CLERICAL SERVICES	\$35/HOUR
PURCHASE OF DATA: SECURED TAX ROLL, PAID/UNPAID DATA, ELECTRONIC, ASSESSOR'S MAP AND TRACT MAP FILES, OR OTHER THIRD-PARTY DATA	ACTUAL COST
	ACTUAL COST
OTHER OUT-OF-POCKET EXPENSES NOT MENTIONED ABOVE	ACTUAL COST

3. **FEE SCHEDULE – OTHER TASKS**

Total compensation for completion of Optional Tasks identified in Section 3 of the Scope of Services (Other Tasks) shall be billed on a flat fee basis as indicated in Table 4 below or charged at the hourly rates listed in Table 1 above. In addition to fees for services, School District shall reimburse DTA for out-of-pocket expenses for each task not to exceed the amounts shown in Table 3 below.

Table 4 - Other Tasks

TASK	FLAT FEE	EXPENSES
TASK 1 – ANNUAL DISCLOSURE (COPS/SFID)	\$1,000 PER DISCLOSURE REPORT	\$150
TASK 2 – COPS PREPAYMENT ANALYSIS TASK 3 – REDEVELOPMENT FUND REVIEW TASK 5 – ACCOUNT STATEMENT REVIEW FOR CFD No. 90-1 AND COPS TASK 6 – DELINQUENCY COLLECTIONS TASK 7 – SBE BOUNDARY MAP PREPARATION TASK 8 - ALL OTHER TASKS REQUESTED BY CUSD	TIME & MATERIALS BASED ON HOURLY RATES IN TABLE 1 ABOVE	BASED ON ACTUAL EXPENSES
TASK 4 – CFD No. 90-1 SPECIAL TAX LETTER	\$250 PER LETTER	\$50

VI. SCOPE OF SERVICES

David Taussig & Associates, Inc. shall provide special tax consulting services, as described in the tasks below.

1. SCOPE OF SERVICES – CFD FORMATION AND BOND ISSUANCE SERVICES

Task 1 Initial Meeting

Attend an initial meeting to discuss the scope of work, proposed schedule, and to identify any other issues prior to beginning work.

Task 2 Research

Gather the necessary data from the developer (the "Project Developer"), and/or the School District. The Project Developer and/or the School District are responsible for providing and verifying data describing types of projected development, improved property values, development absorption rates, net taxable acreage, and the estimated cost of the non-school public improvements proposed to be financed. DTA shall rely on such data provided by the Project Developer and/or School District, and shall not be responsible for verifying its accuracy.

Task 3 Mitigation Analysis

Assist the School District in determining the proper mitigation amount for the project. DTA shall estimate the number of students generated by the project, costs of interim housing and administrative facilities, school facilities costs per student, and the total amount needed to mitigate the project's impact on the School District.

Task 4 Tax Spread

DTA shall prepare up to a total of fifteen special tax spreads (the "Tax Spread") based on land use, building square footage, and/or acreage as obtained through Task 2 above. Calculate special taxes to support financing of mitigation amount and any proposed non-school facilities. DTA may recommend alternative techniques to apportion special taxes to enhance project feasibility.

Task 5 Rate & Method of Apportionment and Public Report

Prepare the Rate and Method of Apportionment of Special Tax (the "RMA") which describes the methodology used to calculate the annual special tax levy for the CFD. Prepare the Public Report, as described in Section 53321.5 of the California Government Code, containing descriptions of the proposed public facilities, their estimated costs, projected bonded indebtedness, the anticipated issuance date and maximum annual special tax rates.

Task 6 Document Review and Preparation

Assist Bond Counsel and Underwriter's Counsel with the preparation of required documents, including the Resolution of Intention, Resolution of Formation, various tables in the Official Statement and related items.

Task 7 Bond Sizing

Assist Underwriter in sizing of bond issue (e.g., use of increasing debt service, capitalized interest, etc.) to establish an optimal schedule of bond sales to maximize funding capacity and generate the greatest possible benefit to all interested parties, as well as to alleviate cash flow

constraints.

Task 8 Special Tax Consultant Certificate

DTA shall prepare and execute a Special Tax Consultant Certificate confirming the adequacy of special taxes to meet debt service requirements for first bond issue.

Task 9 Verbal Consulting Services and Meetings

Provide verbal consulting services and advice to School District and Project Landowner regarding the financing during the period in which Tasks 1 through 9 are being completed. In addition, DTA shall attend up to a total of three meetings (not including Task 1). These meetings may be used to discuss or present the Tax Spread, Rate and Method of Apportionment of Special Tax, Public Report, or other items prepared by DTA. They may also be used for the protest hearing, or other public meetings.

Task 10 Preparation of Boundary Map

Prepare the CFD boundary map pursuant to the requirements of the Mello-Roos Act and the County Recorder's Office, assuming that computerized base maps are provided by Project Developer. Record map at the County Recorder's office and distribute copy of recorded map to the project team.

2. SCOPE OF SERVICES – ANNUAL ADMINISTRATION SERVICES

DTA shall provide the services as listed under "Scope of Services to be Provided" in the School District's RFQ.

3. SCOPE OF SERVICES – OTHER TASKS (OPTIONAL)

This section addresses services that DTA typically provides each year as requested by the School District. These tasks may require additional fees.

Task 1 Annual Disclosure (COPs/SFID)

DTA can prepare the annual disclosure reports for the Certificates of Participation ("COPs") and School Facilities Improvement District No. 1 ("SFID").

Task 2 COPs Prepayment Analysis

DTA can assist the District with analysis necessary for any COP payments and prepayments.

Task 3 Cities of Mission Viejo and San Juan Capistrano Redevelopment Funds

DTA can monitor the City of Mission Viejo Redevelopment Fund and the City of San Juan Capistrano Redevelopment Fund to verify that monies are being transferred to the School District correctly.

Task 4 Special Tax Letter for CUSD CFD No. 90-1

DTA can prepare the annual special tax letter for CUSD CFD No. 90-1 (Coto de Caza) which shows the updated special tax rates for the CFD.

Task 5 Account Statement Review for CUSD CFD No. 90-1 and the COPs

DTA can review the monthly account activity for CUSD CFD No. 90-1 and the COPs.

Task 6 Collection of Delinquent Special Taxes

DTA can assist the School District with the development of procedures to cure delinquent special taxes. DTA can assist with the preparation of demand letters and support documents necessary for foreclosure actions.

Task 7 Recordation of New CFD Boundaries with the SBE

This task entails the preparation of the documentation necessary to record the boundaries of newly formed CFDs with the State Board of Equalization ("SBE"). Recording the boundaries with the SBE will ensure that the County will create separate tax rate areas for the CFD.

Task 8 All Other Tasks

DTA can assist on any other tasks as requested by the School District.

EXTENSION OF AGREEMENT NO. I1011124

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

GUIDA SURVEYING, INC.

Consultant Agreement No. I1011124 called for an original 12-month contract period of March 9, 2011 through March 8, 2012.

The contract with Guida Surveying, Inc., shall be extended an additional 12 months, for the period March 9, 2012 through March 8, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on March 28, 2012.

The total amount of services requested by District and provided by Consultant under this extension shall not exceed \$60,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on March 8, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Guida Surveying, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



February 10, 2011

Randy Rowles
Executive Director
Capistrano Unified School District

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

Dear Randy

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

Surveying Service

Guida Surveying will perform the following survey services

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

Negotiated fee for above services.

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

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

Sincerely

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

Ralph Guida IV, PLS 7076
Guida Surveying, Inc.

Exhibit A

CONTRACTOR'S NAME: Guida Surveying, Inc.

CONTRACT No. 11011124



INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Surveying and construction engineering services.

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

1

CONTRACTOR'S NAME: Guida Surveying, Inc. CONTRACT No. 11011124

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

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

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

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

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

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

CONTRACTOR'S NAME: Guida Surveying, Inc.

CONTRACT No. I1011124

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

3

CONTRACTOR'S NAME: Guida Surveying, Inc. CONTRACT No. 11011124

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: Guida Surveying, Inc. CONTRACT No. 11011124

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

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

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

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

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

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

CONTRACTOR'S NAME: Guida Surveying, Inc. CONTRACT No. 11011124

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

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

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

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

DISTRICT:

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

CONTRACTOR:

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

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

CONTRACTOR'S NAME: Guida Surveying, Inc.

CONTRACT No. 11011124

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

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

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

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

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

Capistrano Unified School District

Name of District

By: 

Terry Fluent

Typed Name

Director, Purchasing

Title

March 8, 2011

Board Approval Date

Guida Surveying, Inc.

Contractor Name

Signature: 

RALPH W. GUIDA

Typed or Printed Name

PRESIDENT

Title

33 0668606

Taxpayer Identification Number



February 10, 2011

Randy Rowles
Executive Director
Capistrano Unified School District

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

Dear Randy

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

Surveying Service

Guida Surveying will perform the following survey services

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

Negotiated fee for above services.

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

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

Sincerely

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

Ralph Guida IV, PLS 7076
Guida Surveying, Inc.

Exhibit A

1 of 2

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



GUIDA SURVEYING RATES

Rates effective July 1, 2010 through June 30, 2011

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

2 of 2

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

CHANGE ORDER SUMMARY LOG

Data Date 3/5/2012

Description	Change Order #2
Original Contract Sum	\$ 1,640,000.00
Net Change by Previous Authorized Requests and Changes	\$ 35,924.00
Contract Sum Prior to this Change Order	\$ 1,675,924.00
Contract Sum Will Be Increased	\$ 28,109.00
New Contract Sum Including this Change Order	\$ 1,704,033.00

118

TOTAL ORIGINAL CONTRACT VALUE:	\$1,640,000.00	\$64,033.00
TOTAL CURRENT CONTRACT VALUE:	\$1,704,033.00	\$1,704,033.00

WO = Work Order
COP = Cost Proposal
CO = Change Order
APPWO = Fully Executed Work Order

Page 2 of 10



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: -- 1011-15 SJHHS Stadium Phase II

Purchase Order No. :

Contract Number: 1011-15

DSA Number: A04-108716

CHANGE ORDER

To: Ohno Construction Company
16174
Fontana, CA 92337

Change Order No. : 00002

Date: 1/30/2012

Title: Change Order #2

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
WO #1		0	\$22,638.00

The Contract Documents did not contemplate any landscaping elements on the east and west end slopes at the Home Bleachers. Pursuant to a job walk by the District's Representative on December 1, 2011 it was determined that it was necessary to add pine trees which matched the recently planted species on the western side of the Visitor Bleachers to prevent slope erosion.

WO #2		0	\$5,471.00
-------	--	---	------------

Pursuant to Architect of Record's response (Request for Information #6, dated 12/27/12), in which OHNO Construction was directed to install approximately two hundred-eighty feet (280 l.f.) of concrete as necessary to facilitate site drainage and ensure a continuous paving surface along the adjoining the chain-link fencing.

Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the changes under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.

The Original Contract Sum was	.....	\$1,640,000.00
Net Change by Previously Authorized Requests and Changes	.....	\$35,924.00
The Contract Sum Prior to This Change Order was	.....	\$1,675,924.00
The Contract Sum Will be Increased	.....	\$28,109.00
The New Contract Sum Including This Change Order	.....	\$1,704,033.00
The Contract Time Will Not Be Changed	.....
The Date of Substantial Completion as of this Change Order Therefore is	...	

Signature	Date
CUSD - Joe Farley	
Owner's Representative	2/17/12
Contractor	2/17/12
Architect of Record	3/1/2012
Inspector of Record	2/17/12

Ch:



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1011-15 SJHHS Stadium Phase II
Contract Number: 1011-15

DSA Number: A04-109690

WORK ORDER

To: Ohno Construction Company
16174
Boyle Avenue
Fontana, CA 92337

Work Order No. : 00001
Date: 12/20/2011

Title: Additional Landscaping

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

The Contract Documents did not contemplate any landscaping elements on the east and west end slopes at the Home Bleachers. Pursuant to a job walk by the District's Representative on December 1, 2011 it was determined that it was necessary to add pine trees which matched the recently planted species on the western side of the Visitor Bleachers to prevent slope erosion. (Refer to Attachment "A" dated 12/21/11) As such, the District determined the costs and negotiated the full and final total noted below.

Item	Description	Amount
00001		\$22,638.00

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- ☒ Lump Sum **\$22,638.00** ☐ Not To Exceed _____
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- ☐ In accordance with Contract unit prices

TIME:

- ☒ No Change ☐ Time Impact Unknown ☐ Impact to Contract completion is estimated at _____ days.
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		12/21/11
Owner's Representative		12/22/11
Contractor		12/22/11
Architect of Record		12/22/11
Inspector of Record		12/22/11

SJJHS Stadium Phase II BID # 1011-15

W.O. # 1

Itemized Back-up

DATA DATE: 12/21/2011

Additional Landscaping

Refer to Attachment "A" dated 12/21/2011

Add

ITEM NO.	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Contractor shall provide labor and material to install (40ea.) 24" Box Pine Trees and (60ea.) 15 gallon Pine Trees (Match Existing)for Coverage, (40) 24"box x \$150/Tree (12' high x 5') = \$6000 (includes taxes) (60) 15 gallon x \$50/Tree (7'High x 3') = \$3000 (includes taxes)		\$ 9,000.00	(inc.)	\$ 9,000.00
2	Contractor shall provide material to install drip irrigation for the pine trees. Contractor shall connect to (3) existing sprinkler valves. Lump Sum Price = \$1500		\$ 1,500.00		\$ 1,500.00
3	Contractor shall provide Labor to install drip system irrigation 50 man hours X \$40/hr. = \$2000			\$ 2,000	\$ 2,000.00
4	Contractor shall provide labor and material for the tree planting and mulch. Material = \$500 Labor 80 man hours x 40/hr. = \$3200		\$ 500	\$ 3,200	\$ 3,700.00
5	Contractor shall provide a 6 month maintenance period (January 2012 thru June 2012) including but not limited to the following items: prune, fertilize, weed and general maintenance of pine trees and drip irrigation as required. 6/months x \$150/ a month = \$900				\$ 900.00
6	Contractor shall provide labor and material to grub and haul off foliage at west end and east end of the Home Bleachers. Lump Sum Price = \$2000				\$ 2,000.00
7	Contractor shall provide delivery of all trees and materials for the above noted work. Lump Sum Price = \$500				\$ 500.00

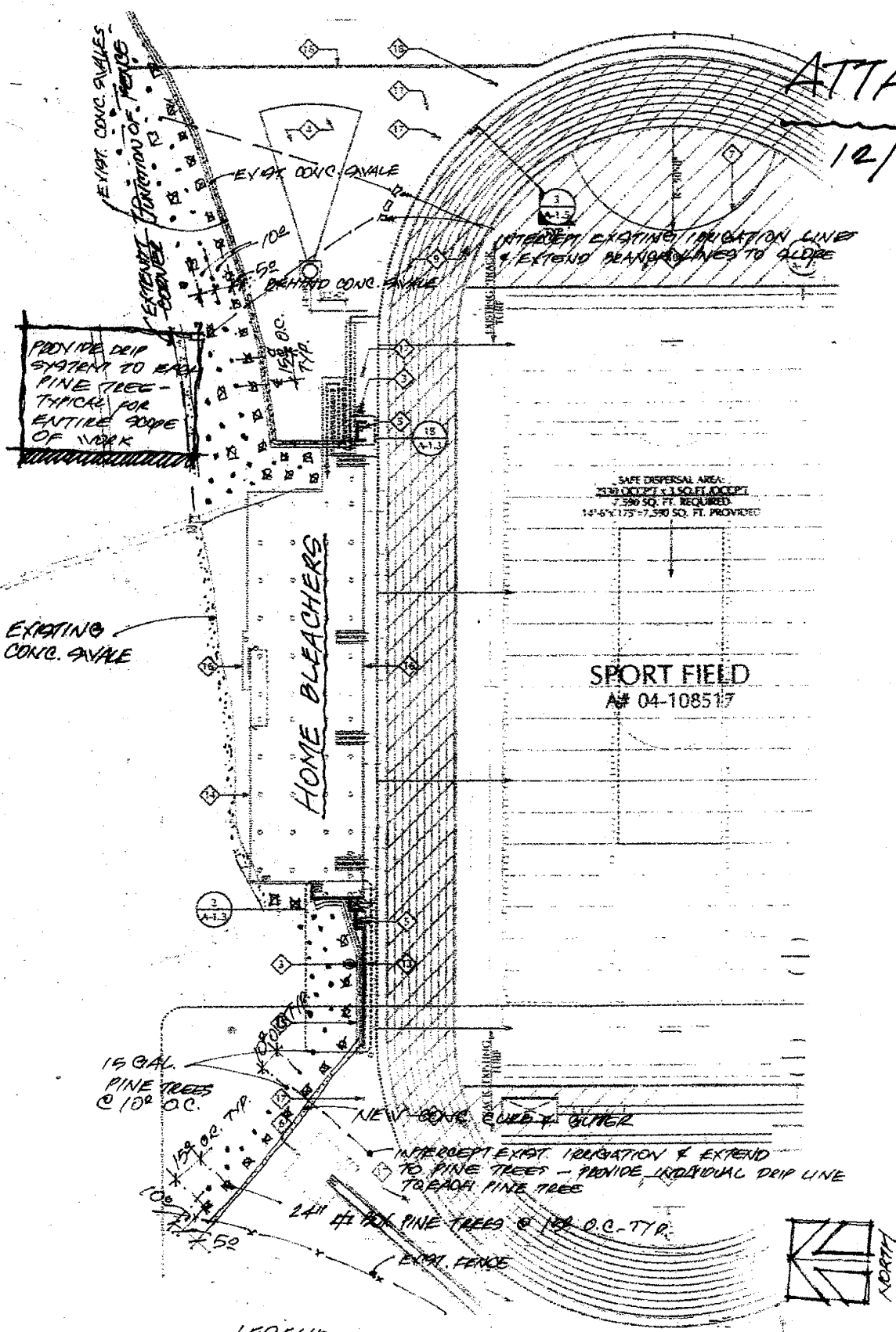
Subtotal ADD	\$	19,600.00
10% Sub Fee	\$	1,960.00
Subtotal	\$	21,560.00
5% G.C./ins. Fee	\$	1,078.00

FULL AND FINAL TOTAL* \$ 22,638

*Rounded to nearest dollar

ATTACHMENT A

12/21/11



LEGEND

- ☒ - 24" ☒ BOX PINE TREES MATCH EXIST.
- - 15 GAL. PINE TREES

SKETCH "A"

1"=90' 12/18/11



Project: -- 1011-15 SJHHS Stadium Phase II
Contract Number: 1011-15

DSA Number: A04-108716

WORK ORDER

To: Ohno Construction Company
16174
Boyle Avenue
Fontana, CA 92337

Work Order No. : 00002
Date: 1/3/2012

Title: New Concrete Curb @ Pole Vault area

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

Pursuant to Architect of Record's response (Request for Information #6, dated 12/27/12), in which OHNO Construction was directed to install approximately two hundred-eighty feet (280 l.f.) of concrete as necessary to facilitate site drainage and ensure a continuous paving surface along the adjoining the chain-link fencing; refer to Attachment 'A', dated 1/31/12.

Due to the District direction, it was mutually negotiated and agreed with OHNO that the additional non-compensable time extension as note in Work Order #3 is extended from January 31, 2012 to February 15, 2012 (reference Special Conditions, item 3).

Item	Description	Amount
00001		\$5,471.00

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- ☒ Lump Sum **\$5,471.00** ☐ Not To Exceed _____
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- ☐ In accordance with Contract unit prices

TIME:

- ☒ No Change ☐ Time Impact Unknown ☐ Impact to Contract completion is estimated at _____ days.
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: _____ Days: _____
- ☐ The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		3/5/12
Owner's Representative		2/17/12
Contractor		2/16/12
Architect of Record		2/16/12
Inspector of Record		2/15/12

SJJHS 30 Meter Pool/ Support Building BID # 1011-09

W.O. #02

Itemized Back-up

DATA DATE: 02/14/2012

Design Change – New Curb Along Fence West of “D” Area

Refer to Attachment "A", dated 01/31/2012

Add

ITEM NO.	DESCRIPTION	Labor	MATERIAL	Rental	SUB TOTAL
CUSD					
1	Excavation of sub-grade in preparation of new curb 8 hrs. x \$65/hr = \$520.	\$520.00			\$520.00
2	Placement of concrete forms and new rebar 40 hrs. x \$65/hr = \$2600.	\$2,600.00			\$2,600.00
3	7cu.yds. of concrete material @ \$98/yd 7cu.yds. X \$98/yd = \$686.		\$686.00		\$686.00
4	Redwood Header utilize to isolate new concrete curb from adjoining fence		\$448.00		\$448.00
5	300 feet of new #4 rebar		\$263.00		\$263.00
6	Rental fee for the concrete pump-truck			\$220.00	\$220.00

Subtotal ADD \$4,737.00

10% Sub Fee \$473.70

Subtotal \$5,210.70

5% G.C./Ins. Fee \$260.54

FULL AND FINAL TOTAL* \$5,471

*Rounded to nearest dollar

CAPISTRANO
UNIFIED SCHOOL DISTRICT

ATTACHMENT "A"
1/29/12

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: -- 1011-15 SJHHS Stadium Phase II

Purchase Order No.:

Contract Number: 1011-15

DSA Number: A04-108716

REQUEST FOR INFORMATION

RFI No.: 00006

Title: FINISHED ELEVATIONS & DIMENSIONS

Date: 12/22/2011

Required: 12/22/2011

Answered: 12/27/2011

From: Jeff Byerly

Ohno Construction Company

To:

Korin Lawing

Capistrano Unified School District

Contractor's Request:

WHAT ARE CIVIL DRAWING FOR THE POLE VAULT, FINISHED ELEVATION AND DIMENSIONS?

Proposed Solution:

OPEN

Owner's Representative's Additional Information:

Refer to Attached Sketch "A", Dated 12/27/11.

Architect of Record's Response:

See attached Sheet 1 of 1. This shall supersede suggested fix provided on 12/27/2011.

Christian Cochrun, PJHM Architects, Inc. 1/10/2011

Commence the work described above immediately. In the event of a dispute of interpretation of the requested work, resolution shall be pursuant to the General Conditions Article 4.5 Disputes.

☐

* This response was provided FOR INFORMATION ONLY and does not affect the Contract.

☐

* This response is a CLARIFICATION OF THE CONTRACT (NO COST or TIME EFFECT)

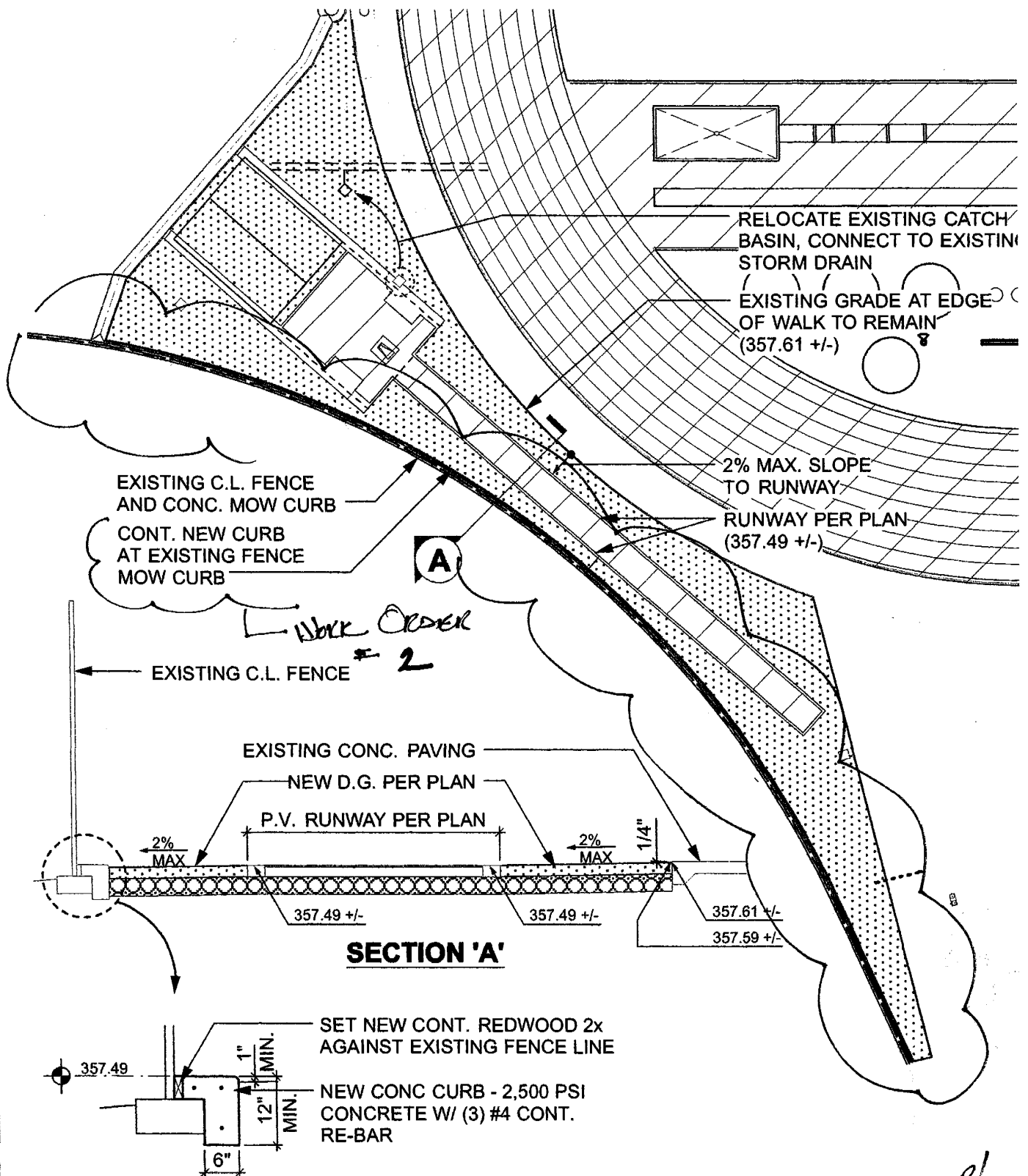
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* This response is a MINOR CHANGE to the Contract with no effect to the Contract cost or time (NO COST OR TIME EFFECT)

☒

** This response CHANGES the Contract with an anticipated effect to Contract cost and/or time. (COST/TIME EFFECT). The District shall issue a Work Order to the Contractor.

* This does not modify contract cost or time. If the recipient believes that the RFI affects contract cost or time, the recipient shall respond in writing in accordance with the Contract.



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

**SAN JUAN HILLS HIGH SCHOOL
STADIUM PHASE 2**

CADISTRANO UNIFIED SCHOOL DISTRICT

DESCRIPTION:
RFI 06

SHEET:
1 OF 1
1/4/2012

Change Order Summary Log

CVHS Performing Arts Theater
DSA# 04-110424

Data Date 3/1/2012

Description	Change Order #5
Original Contract Sum	\$ 11,975,007.00
Net Change by Previous Authorized Requests and Changes	\$ 118,391.00
Contract Sum Prior to this Change Order	\$ 12,093,398.00
Contract Sum Will Be Increased	\$ 17,141.00
New Contract Sum Including this Change Order	\$ 12,110,539.00

EXHIBIT 22

EXECUTED OR BOARD SUBMITTED CO'S & EXECUTED WO'S

Capistrano Valley High School Performing Arts Theater

RESPONSIBILITY CODE LOG

Data Date 3/01/12

TOTAL ORIGINAL CONTRACT VALUE: \$11,975,007.00 \$135,532.00
 TOTAL CURRENT CONTRACT VALUE: \$12,110,539.00 \$12,110,539.00

RESPONSIBILITY CODE	No.	VALUATION	Pending	Percent
Differing Conditions	1	\$95,411.00	\$0.00	0.80%
Errors and Omissions	2	\$5,255.00	\$0.00	0.04%
Value Enhancement	3	\$38,416.00	\$0.00	0.32%
Resolution of Claim	4	\$0.00	\$0.00	0.00%
Required Extra Scope	5	\$0.00	\$0.00	0.00%
Optional Extra Scope	6	\$0.00	\$0.00	0.00%
Credit	7	(\$3,550.00)	\$0.00	-0.03%
Other	8	\$0.00	\$0.00	0.00%
Total Approved Change		\$135,532.00	\$0.00	1.13%
Percent Change		\$135,532.00	0.00%	1.13%

WO = Work Order
 COP = Cost Proposal
 CO = Change Order
 APPWO = Fully Executed Work Order

CHANGE ORDER	DOCUMENT TYPE	DOCUMENT NUMBER	Date of Execution	DESCRIPTION / TITLE	STATUS	VALUATION	RESPONSIBILITY CODE			STATUS
							TO PROJECT COMPLETION	Pending Code	Signed (s) Unilateral (u)	
Change Order #1	WO	1	08/12/11	Additional Concrete Paving		\$15,027.00	3		S	
	WO	2	08/12/11	Re-Route 3" Gas Line		\$1,887.00	1		S	
	WO	3	08/12/11	Re-route existing 4" water main		\$23,100.00	1		S	
	WO	4	08/24/11	Re-Route existing 1 1/2" Gas Line		\$2,876.00	1		S	
Change Order #2	WO	5	08/24/11	Lawn and Irrigation Repairs		\$12,890.00	3		S	
	WO	6	08/24/11	Added Downspouts		\$2,772.00	1		S	
	WO	7	09/13/11	Unforeseen Invert Elevation		\$5,283.00	1		S	
	WO	8	09/21/11	Underground Pull Boxes		\$3,176.00	2		S	
Change Order #3	WO	9	09/21/11	Additional Manhole		\$4,204.00	1		S	
	WO	10	09/21/11	Re-Route Ductwork		\$937.00	1		S	
	WO	11	09/21/11	Brick Enhancement		\$3,119.00	3		S	
	WO	12	09/21/11	Temporary Sidewalk		\$1,444.00	3		S	
Change Order #4	WO	13	10/06/11	Credit for Pullbox		(\$3,550.00)	7		S	
	WO	14	10/18/11	New/Re-Work		\$11,863.00	1		S	
	WO	15	10/28/11	Revised Door Hardware Sets		\$1,152.00	1		S	
	WO	16	11/07/11	Unforeseen Stormdrain Improvements		\$5,364.00	1		S	
Change Order #5	WO	17	11/09/11	Site Preparation for Flow test		\$718.00	1		S	
	WO	18	11/10/11	Required Added Halfrins at		\$462.00	1		S	
	WO	19	11/17/11	Required New Fire Safety Equipment		\$6,468.00	1		S	
	WO	20	11/18/11	Required Fire Rated/Safety Glass		\$7,943.00	1		S	
Change Order #6	WO	21	12/08/11	Added Waterproofing		\$5,936.00	3		S	
	WO	22	12/08/11	Required STC Rated Door		\$2,079.00	2		S	
	WO	23	12/08/11	Required Conduit Unforeseen Conditions		\$2,241.00	1		S	
	WO	24	1/19/12	Tie Beams at Stage Area		\$5,636.00	1		S	
	WO	25	1/19/12	Bulletin #1 DSA Approved Drawings		\$11,505.00	1		S	

DSA Approved

Board Excerpt



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

Purchase Order No. :
DSA Number: 04-110424

CHANGE ORDER

To: EDGE Development, Inc.
27368
Temecula, CA 92590

Change Order No. : 00006
Date: 2/24/2012

Title: Change Order #6

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
WO #24		0	\$5,636.00
Pursuant to Architect of Records (AOR) response to Request for Information (RFI) #58 dated 10/20/11, which addressed differing footing details in the contract documents. It was determined that the contractor was to install 90° tie beam hooks at the intersection with the wall and footing per Attachment "A" dated 12/13/11. As such additional material and labor was required as this was not anticipated in the current contract bid.			
WO #25		0	\$11,505.00
The owner's representative and EDGE met on 12/9/11 and negotiated the full and final cost associated with Bulletin #1 dated 11/2/11. The costs associated with Bulletin #1 are referenced on the Matrix Attachment "A" Dated 12/12/11, in which the 5 of the 34 items referenced in Bulletin #1 have merited costs associated with the Bulletin Items. It is expressly understood, that both the Owners Representative and EDGE Development have mutually agreed that no further cost will be associated with Bulletin #1. Refer to the Matrix Attachment "A" Dated 12/12/11 for a detailed description and refer to the associated drawing in Attachment "B" Dated 12/12/11 for details.			

Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the changes under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: -- 1011-11 CVHS Performing Arts Theater

Purchase Order No. :

Contract Number: 1011-11

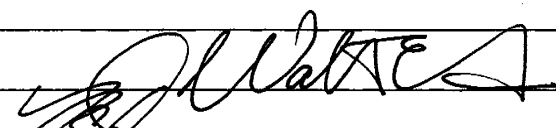

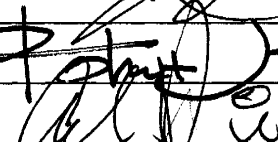
DSA Number: 04-110424

CHANGE ORDER

The Original Contract Sum was	.....	\$11,975,007.00
Net Change by Previously Authorized Requests and Changes	.....	\$118,391.00
The Contract Sum Prior to This Change Order was	.....	\$12,093,398.00
The Contract Sum Will be Increased	.....	\$17,141.00
The New Contract Sum Including This Change Order	.....	\$12,110,539.00
The Contract Time Will be Increased	.....	7 days
The Date of Substantial Completion as of a Previous Change Order Therefore is	...	2/8/2013

Signature

Date

CUSD - Joe Farley		
Owner's Representative		2/29/12
Contractor		2/29/12
Architect of Record		2/29/2012
Inspector of Record		2/29/2012



Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: EDGE Development, Inc.
27368
Via Industria
Temecula, CA 92590

Work Order No.: 00024
Date: 12/12/2011

Title: Tie Beams at Stage Area

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

Pursuant to Architect of Records (AOR) response to Request for Information (RFI) #58 Dated 10/20/11, which addressed differing footing details in the contract documents. It was determined that the contractor was to install 90° tie beam hooks at the intersection with the wall and footing per Attachment "A" dated 12/13/11. As such additional material and labor was required which was not anticipated in the current contract bid.

Item	Description	Amount
00001	Tie Beams At Stage Area	\$5,636.00

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- ☐ Lump Sum: **\$5,636.00** ☐ Not To Exceed _____
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- ☐ In accordance with Contract unit prices

TIME:

- ☐ No Change ☐ Time Impact Unknown ☐ Impact to Contract completion is estimated at _____ days.
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		1/19/12
Owner's Representative		1/4/12
Contractor		1/4/12
Architect of Record		1/4/12
Inspector of Record		1/4/12

Capistrano Valley Performing Arts Theater BID # 1011-11

W.O. # 024

REVIEW

DATA DATE: 12/13/11

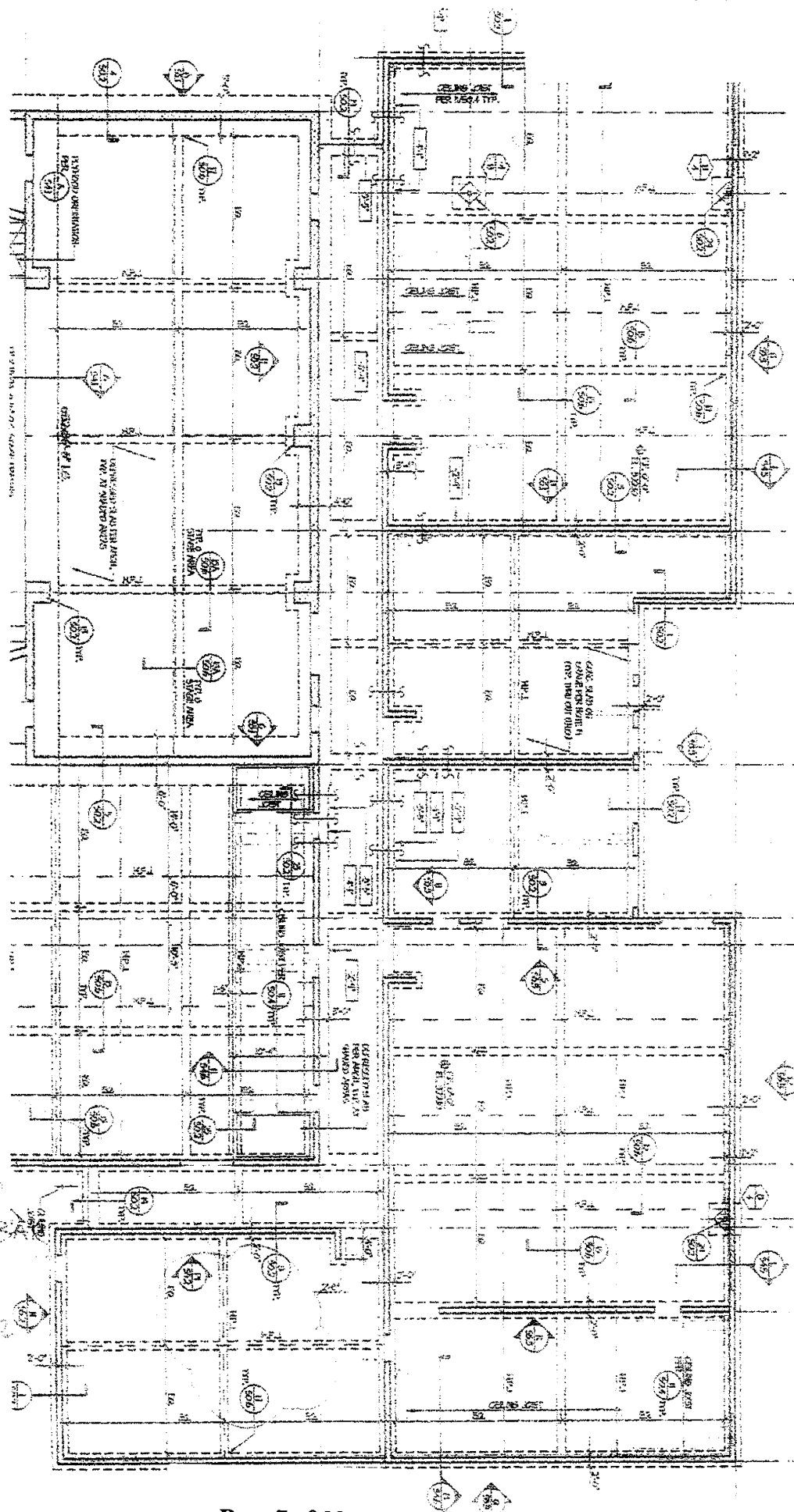
RFI # 58 Tie Beam Stage Area

Refer to Attachment "A" Dated 12/13/11

Add					
ITEM NO.	DESCRIPTION	u	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Material: #5 Rebar 90° hook \$10per hook x 200 hooks+\$2000		\$ 2,000		\$ 2,000
2	Labor: 2 men x 24hrs x \$60ph=\$2880			\$2,880	\$ 2,880
Subtotal Add					\$ 4,880.00
Subtotal Add					\$ 4,880.00
10% Sub Fee					\$ 488.00
Subtotal					\$ 5,368.00
5% G.C./Ins. Fee					\$ 268.40
FULL AND FINAL TOTAL*					\$ 5,636

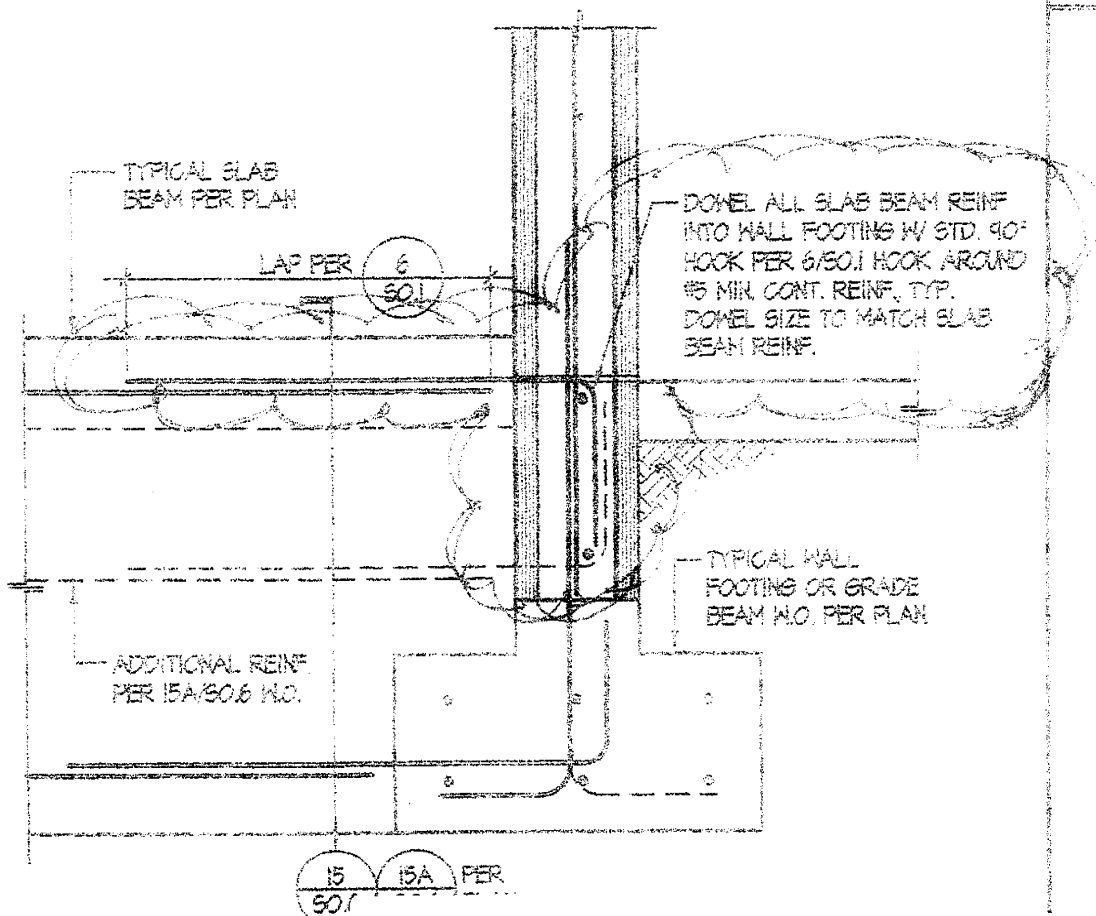
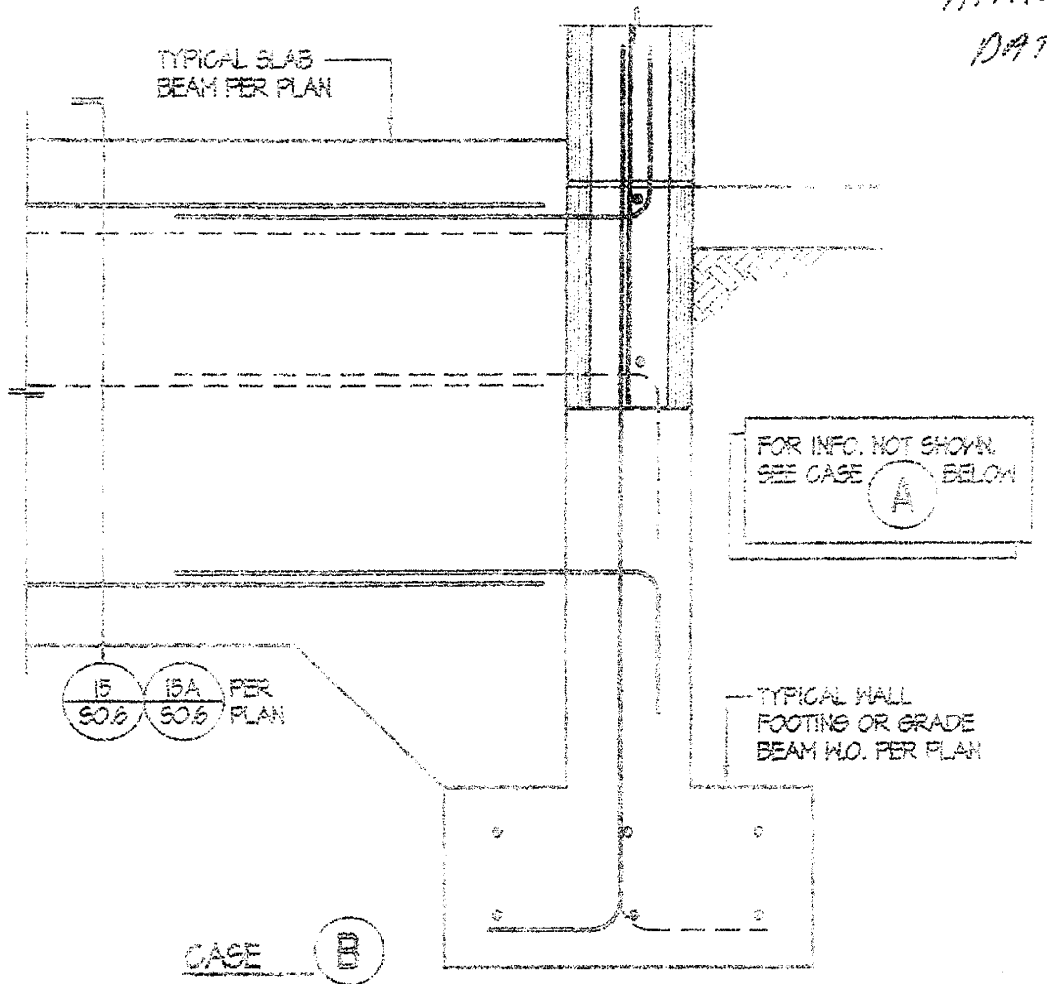
*Rounded to nearest dollar

12-13-11



TYPICAL ORGA-
 NIZED LAYOUT
 OF BEAM REIN-
 IS REQUIRED.
 BASED ON 2012
 FOR DETAIL.

DATE 12-13-11





Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: EDGE Development, Inc.
27368
Via Industria
Temecula, CA 92590

Work Order No. : 00025
Date: 12/13/2011

Title: Bulletin #1 Approved DSA Drawings

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

The owner's representative and EDGE met on 12/9/11 and negotiated the full and final cost associated with Bulletin #1 dated 11/2/11. The costs associated with Bulletin #1 are referenced on the Matrix Attachment "A" Dated 12/12/11, in which the 5 of the 34 items referenced in Bulletin #1 have merited costs associated with the Bulletin Items. It is expressly understood, that both the Owners Representative and EDGE Development have mutually agreed that no further cost will be associated with Bulletin #1. Refer to the Matrix Attachment "A" Dated 12/12/11 for a detailed description and refer to the associated drawing in Attachment "B" Dated 12/12/11 for details.

The scope of work associated with the five (5) items referred to are as follows:

Item 4A: On Sheet A1.3 it was required that additional Directional Signage and Miscellaneous signs were to be added (Refer to Attachment "B" dated 12/12/11 Pg 1 of 6)

Item 15: On Sheet A7.1 it was required that additional Directional Signage and revised Reference notes were to be added (Refer to Attachment "B" dated 12/12/11 Pg 2 of 6)

Item 25A: On Sheet S1.1 an Additional 3'-4" masonry wing wall is to be added (Refer to Attachment "B" dated 12/12/11 Pg 4 of 6)

Item 26A & 26B: On Sheet S1.2 Theater mid balcony wall, stairs 5 & 6, and railing were modified (Refer to Attachment "B" dated 12/12/11 Pg 5 & 6 of 6)

Item	Description	Amount
00001	Bulletin #1 Approved DSA Drawings	\$11,505.00

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

CAPISTRANO

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: EDGE Development, Inc.
27368
Via Industria
Temecula, CA 92590

Work Order No. : 00025
Date: 12/13/2011

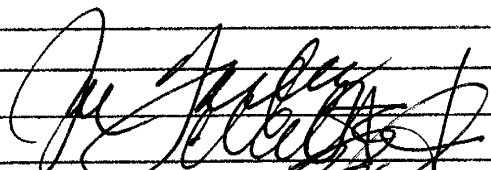
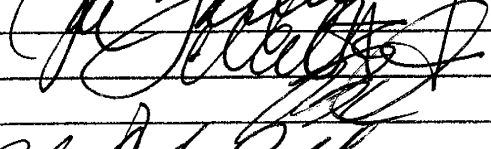
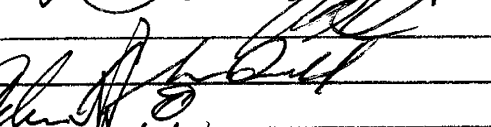
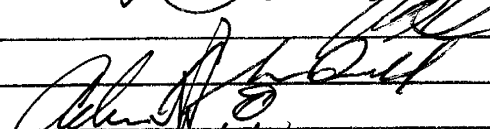

Title: Bulletin #1 Approved DSA Drawings

COST:

- ☒ Lump Sum **\$11,505.00** ☐ Not To Exceed _____
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- ☐ In accordance with Contract unit prices

TIME:

- ☒ No Change ☐ Time Impact Unknown ☐ Impact to Contract completion is estimated at _____ days.
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: _____ Days: _____
- ☐ The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		1/19/12
Owner's Representative		1/4/12
Contractor		1/4/12
Architect of Record		1/4/12
Inspector of Record		1/4/12

Page 2 of 2

Capistrano Valley Performing Arts Theater BID # 1011-11

W.O. # 025

Bulletin #1 Approved DSA Drawings

DATA DATE: 12/21/2011

Refer to Attachment's "A" & "B" Dated 12/12/11

Add

ITEM NO.	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
CUSD					
Item 4A	Additional Required Directional Signage Labor: 1 man x 2hrs x 60 per hr=\$120 Material: 2 signs @ \$240 per sign=\$480		\$ 480	\$ 120	\$ 600
Item 15	Additional Required Directional Signage Labor: 1 man x 2hrs x 60 per hr=\$120 Material: 2 signs @ \$325 per sign=\$630		\$ 630	\$ 120	\$ 750
Item 25A	Additional Masonry Wall Labor 2 men x 16hrs x \$60ph=\$1920 Material: Wall 3'-4"x16"=\$830 Lump sum		\$ 830.00	\$ 1,920.00	\$ 2,750.00
Item 26 A&B	Bulletin No. 1 required 53 (2"x2"x6'-0" posts) Original contract documents included 22 posts. An additional 31 posts were required. Material: 31 posts x \$200/post including tax & delivery=\$6200.00. Labor: 16 mh x \$60/hr=\$960		\$ 960.00	\$ 6,200.00	\$ 7,160.00
Subtotal Add					\$ 11,260.00
10% Fee					\$ 1,126.00
Subtotal					\$ 12,386.00
5% GC/Ins. Fee					\$ 619.30
Net Add					\$ 13,005.30

Credit

ITEM NO.	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Credit for Deleted Handrails 22 Pieces \$68.18 Per LF=\$1500		\$ 1,500.00		\$ 1,500.00
Subtotal Credit					\$ (1,500.00)

Net Add \$ 13,005.30

Net Credit \$ (1,500.00)

FULL AND FINAL TOTAL* \$ 11,505

*Rounded to nearest dollar

Instruction Bulletin No. 1

Capistrano Valley High School Performing Arts Theater

Capistrano Unified School District

November 2, 2011

Scope of Modifications:

The following lists the revised construction documents as approved by DSA against bid set issued for construction. These items are listed and identified if part of with addendums No. 1 and No. 2

Item No.	Reference Dwg.	Dwg. Name	Dwg. Ref.	Original Bid	Addendum No. 1	Addendum No. 2	DSA Rev./ Clarif. Or C.O.	Description
ARCHITECTURAL								
1	A0.5	Code Analysis	Bulletin # 1				X	Theater front seat row arrangement of wheelchair spaces
2	A0.5	Code Analysis	Bulletin # 1				X	Theater mid Balcony wall modified / offset removed
3	A1.0	Overall Site Plan	Bulletin # 1				X	Local Fire Approval Note: "O.C.F.A. Approval Drawings on file with DSA"
4A	A1.3	New Site Plan	Bulletin # 1				X	Added sign with ref. note 0137; (N) Directional Sign per Det 8/2.1
4B	A1.3	New Site Plan	Bulletin # 1		X		X	Replace Pipe Rail with ref. note 0191 (N) Pipe Rail per Det. 18/5.2 with Det. 17/5.2
4C	A1.3	New Site Plan	Bulletin # 1		X			Added site plan ref. notes 0185 at various chain link fence locations.
4D	A1.3	New Site Plan	Bulletin # 1				X	Added ref. note 0137 at directional sign location.
4E	A1.3	New Site Plan	Bulletin # 1		X			Added Site Plan 10' dimensions at two chain link openings.
CIVIL								
6	C2.1	Precise Grading	Bulletin # 1		X			Concrete Paving showing expansion and control joints, and paved circle markings. (AD 1-Exhibit A)
7	C3.1	Composite Utilities	Bulletin # 1				X	Added seven additional storm drain pipes with rebar S2 installed. Added site plan note: "Switch these two" at ref. notes 83 and 84
8	C5.1	Horizontal Control	Bulletin # 1				X	Revised Curve table for curves C1-Thru-C6 (in lieu of C6-C13). Revise Line Table to L1-Thru-L22 (in lieu of L1-L44)
ARCHITECTURAL								
9	A2.2	First Floor Plan Area B	Bulletin # 1				X	Theater front seat row arrangement of wheelchair spaces
10	A2.2	First Floor Plan Area B	Bulletin # 1				X	Theater mid Balcony wall modified / offset removed
11	A2.2	First Floor Plan Area B	Bulletin # 1				X	Theater mid Balcony stairs 5 & 6, and railing modified
12	A2.2	First Floor Plan Area B	Bulletin # 1				X	Theater misc. small dimensions deleted(3), added(1)

Instruction Bulletin No. 1

Capistrano Valley High School Performing Arts Theater

Capistrano Unified School District

November 2, 2011

Scope of Modifications: The following lists the revised construction documents as approved by DSA against bid set issued for construction. These items are listed and identified if part of with addendum No. 1 and No. 2.

Item No.	Reference Dwg.	Dwg. Name:	Dwg. Ref.	Original Bid	Addendum No. 1	Addendum No. 2	DSA Rev./ Clonf. Or C.O.	Description
13	A5.9	Enlarged Section Area B	Bulletin # 1				X	Section revised to reflect mid-balcony wall modification
14A	A6.3	Enlarged Floor Plans	Bulletin # 1				X	Det. 2: Stairs 5 & 6 Modifications; Det.3: Stair 7 handrail modifications;
14B	A6.3	Enlarged Floor Plans	Bulletin # 1				X	Det. 5: 3'-0" Min. Clear Dimension; Det.6: Handrail and dimension changes;
14C	A6.3	Enlarged Floor Plans	Bulletin # 1				X	Det.9: Ramp handrail & wall height modifications.
15	A7.1	First Floor Interiors Plan	Bulletin # 1				X	Added signs with Refnotes: 1039 & 1040 Directional Signage; Revised Ref Note 1120 to add: "and plan and elevations on sheet 1E8.02"
16A	A7.3	Interiors	Bulletin # 1				X	Det.11: Revised floor plan background;
16B	A7.3	Interiors	Bulletin # 1				X	Added Det.3: Corridor 129 - Interior Elevation.
17	A7.7	Interior Elevations Area B	Bulletin # 1				X	Revised Dimension at Det.2: Both sides of stage opening for finish.
18	A7.9	Interior Elevations Area A	Bulletin # 1				X	Added detail reference to base casework section
19	2.1	Details	Bulletin # 1				X	Added Det. 8: Path of Travel Signage
20A	5.2	Details	Bulletin # 1				X	Revised Det.4: Added Note to Projector: 80" A.F.F.;
20B	5.2	Details	Bulletin # 1				X	Added Det. 17: Intermediate Handrail
20C	5.2	Details	Bulletin # 1				X	Deleted Det. 18: Pipe Rail.
21	7.2	Details	Bulletin # 1				X	Revised Det. 9: Soffit framing detail. Adding Blocking, and max. height parapet dimension.
22	9.1	Room Finish Schedule	Bulletin # 1		X		X	Adding ACP to all Rm. A124 walls from 11.5' to under roof structure
23	9.2	Suspended Ceiling Details	Bulletin # 1				X	Added dimensions to Det.23 & 24 Soffit Details.
STRUCTURAL								
24	S0.6	Stair and Misc. Details	Bulletin # 1				X	Added Footing Detail 17: Footing Detail
25A	S1.1	Foundation Plan Area A	Bulletin # 1				X	Added 3'-4" Masonry wing wall;
25B	S1.1	Foundation Plan Area A	Bulletin # 1				X	Added detail reference 17/S0.6
26A	S1.2	Foundation Plan Area B	Bulletin # 1				X	Theater mid Balcony wall modified / offset removed;
26B	S1.2	Foundation Plan Area B	Bulletin # 1				X	Theater mid Balcony stairs 5 & 6, and railing modified

(INCLUDED IN V.O.# 24)

11-21-21

Instruction Bulletin No. 1

Capistrano Valley High School Performing Arts Theater

Capistrano Unified School District

November 2, 2011

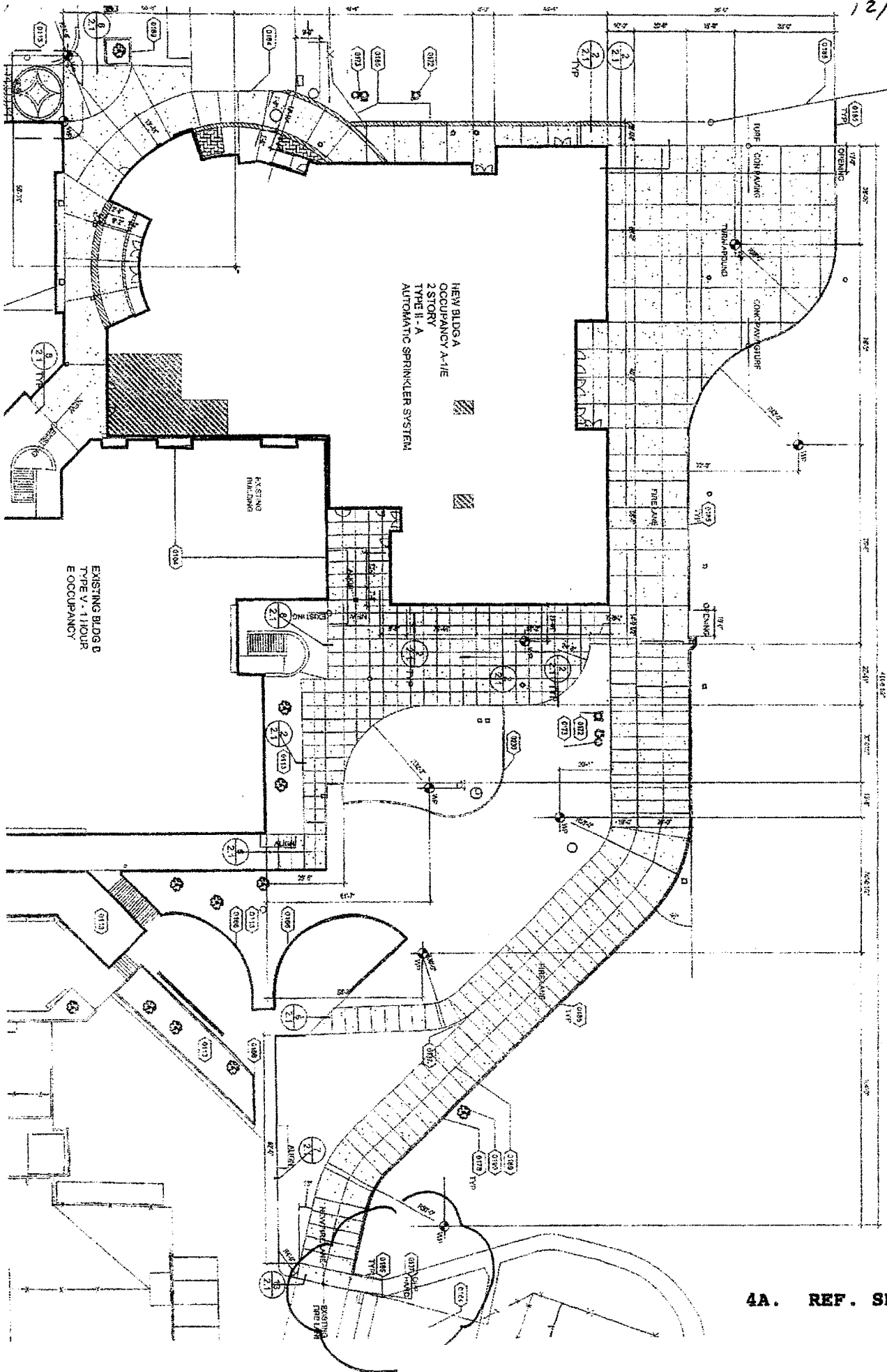
Scope of Modifications:

The following lists the revised construction documents as approved by DSA against bid set issued for construction. These items are listed and identified if part of with addendums No. 1 and No. 2

Item No.	Reference Dwg.	Dwg. Name	Dwg. Ref.	Original Bid	Addendum No. 1	Addendum No. 2	DSA Rev./ Chg./ Or C.O.	Description
27	S3.1	Roof Framing Plan Area A	Bulletin # 1				X	Added Roof Notes Legend (Same as Sheet S3.2)
28	S6.2	Sections and Details	Bulletin # 1				X	Added 8.5'x3' max. Soffit Framing Detail T?
29	S6.3	Sections and Details	Bulletin # 1				X	Added Sheet S6.3 with new Det. 2: "Typ. Strap Brace Detail"
MECHANICAL								
30	M4.0	Mechanical Details	Bulletin # 1		X		X	Revise Det. 1: Added Spring Isolators to rooftop AC unit mount.
31	M5.0	Diagrams	Bulletin # 1				X	Add Back Missing Detail titles.
PLUMBING								
32	P4.1	Plumbing Details	Bulletin # 1					Added Det. 7: ADA Sink with plaster trap
ELECTRICAL								
33	E2.2	Lighting Plan First Floor - Area A	Bulletin # 1				X	Revise exterior relocated lighting fixtures
34	E2.3	Lighting Plan First Floor - Area B	Bulletin # 1				X	Revise exterior relocated lighting fixtures

ATTACHMENT "A"
12-12-11

12/2/11



4A. REF. SHEET A1.3

12/12/11

NOTE:

REFER TO THE FOLLOWING DETAILS FOR LOCATION OF ALL INTERIOR IDENTIFYING DEVICES (SIGNAGE):

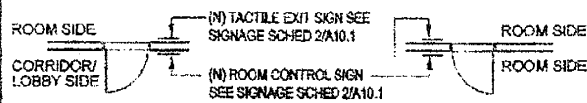
SIGNAGE SCHEDULE DETAIL 2/10.1

SIGNAGE MOUNTING DETAIL 15/10.1

ROOM CAPACITY SIGN DETAIL 14/10.1

PROVIDE AND INSTALL ROOM CONTROL SIGNAGE, TACTILE EXIT SIGNAGE AND PICTORIAL SYMBOL SIGNAGE AS INDICATED ON SIGNAGE SCHEDULE DETAIL 2/10.1

PROVIDE AND INSTALL ENTRANCE AND RESTROOM SIGNAGE AS INDICATED ON SIGNAGE SCHEDULE DETAIL 2/A10.1 FOR EACH RESTROOM AND ENTRANCE.

**WHEELCHAIR SEATING SPACE CALCULATION - 1104B.3.4**

THEATER HOUSE SEATING CAPACITY = 443

REQUIRED WHEEL CHAIR SEATS = 6

REQUIRED COMPANION SEATS (C) = 5

REQUIRED AISLE SEATS (A) = 5

REQUIRED SEMIAMBULANT INDIVIDUAL SEAT (S) = 5

1039 DIRECTIONAL SIGNAGE: "NEAREST ACCESSIBLE ROUTE TO LOWER LEVEL ACCESSIBLE SEAT", REFER DET 18/A10.2, ARROW POINTS LEFT.

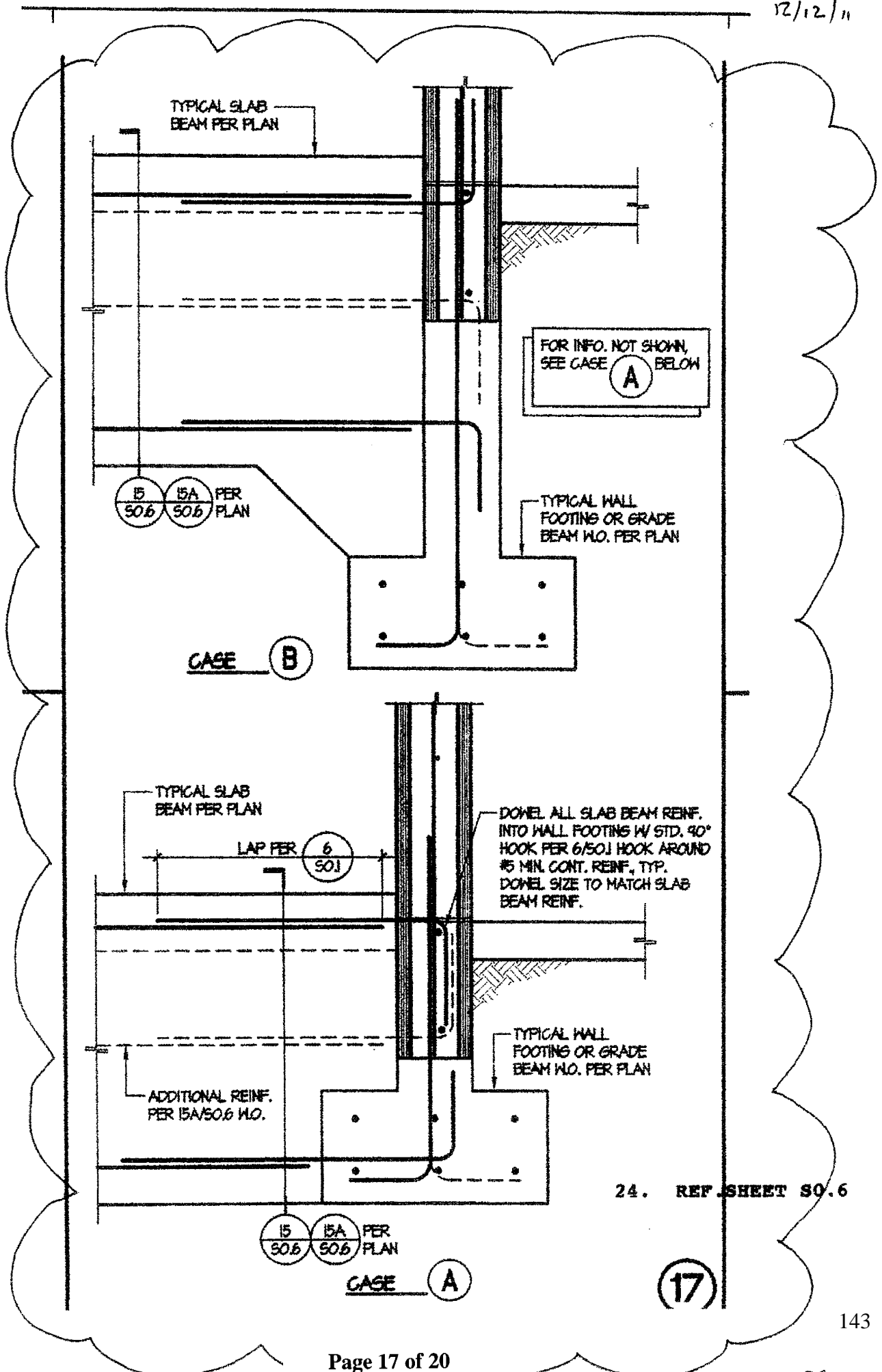
1039 DIRECTIONAL SIGNAGE: "NEAREST ACCESSIBLE ROUTE TO UPPER LEVEL ACCESSIBLE SEAT", REFER DET 18/A10.2, ARROW POINTS RIGHT.

4/A10.2 & 20/A10.2

- 1004 CAPACITY POSTING SIGN, SEE DETAIL 20/10.1
- 1005 SURFACE APPLIED ACOUSTICAL PANELS SYSTEM, REF INTERIOR ELEVATIONS
- 1102 DEDICATION PLAQUE SEE DETAIL 1/12.2
- 1106 WENGER MUSIC LIBRARY SYSTEM
- 1107 WENGER MUSICAL INSTRUMENT STORAGE CABINETS
- 1108 CHOIR ROBE CABINETS
- 1109 ROLLER SHADES WINDOW TREATMENT, REF SPEC, SEE DETAIL 4/8.5
- 1110 AUDIO VISUAL EQUIPMENT IN THIS ROOM, REF AV DRAWINGS
- 1111 THEATER EQUIPMENT IN THIS ROOM, REFER TO THEATER DRAWINGS
- 1120 BLACK DRAPERY CURTAIN & TRACK, SEE SPEC SECTION 11085 AND PLAN AND ELEVATIONS ON SHEET TE8.02
- 1201 FIXED THEATER SEATING, REF SPEC
- 1204 WHEEL CHAIR LIFT SEE DETAIL 16/14.1
- 1030 TACTILE "EXIT" SIGN, REF DET 21/10.1, TYP FOR ALL EXTERIOR DOORS UNO.
- 1031 TACTILE "EXIT ROUTE" SIGN, REF DET 22/10.1
- 1033 TACTILE "ROOM CONTROL SIGN", REF DET 11/10.1
- 1034 TACTILE "THIS IS NOT AN EXIT" SIGN, REF DET 21/10.2
- 1402 SEE ELEVATOR DET 2/14.1
- 1501 UTILITY SINK, REF. TO PLUMBING DRAWINGS
- 1502 SINK, REF PLUMB DWGS
- 1509 MOP SINK, SEE PLUMB DWGS & DET 20/9.4
- 1512 AUTOMATIC FIRE SPRINKLER RISER, SEE PLUMB DWGS
- 1513 WATER HEATER ABOVE, SEE PLUMB DWGS
- 1518 STANDPIPE, REF. PLUMBING DRAWINGS
- 1606 ELECTRICAL PANELS, SEE ELECTRICAL DWGS
- 1606 ELECTRICAL EQPT ON 8" H CONC HOUSEKEEPING PAD, SEE ELEC DWGS & DET 3/3.1
- 1607 STAGE RIGGING EQPT PER RIGGING DWGS
- 1608 DIMMER RACKS, SEE THEATER DRAWINGS
- 1609 EQUIPMENT, SEE AV DRAWINGS
- 1610 EMERGENCY SMOKE HATCH MANUAL RELEASE

REFERENCE NOTES

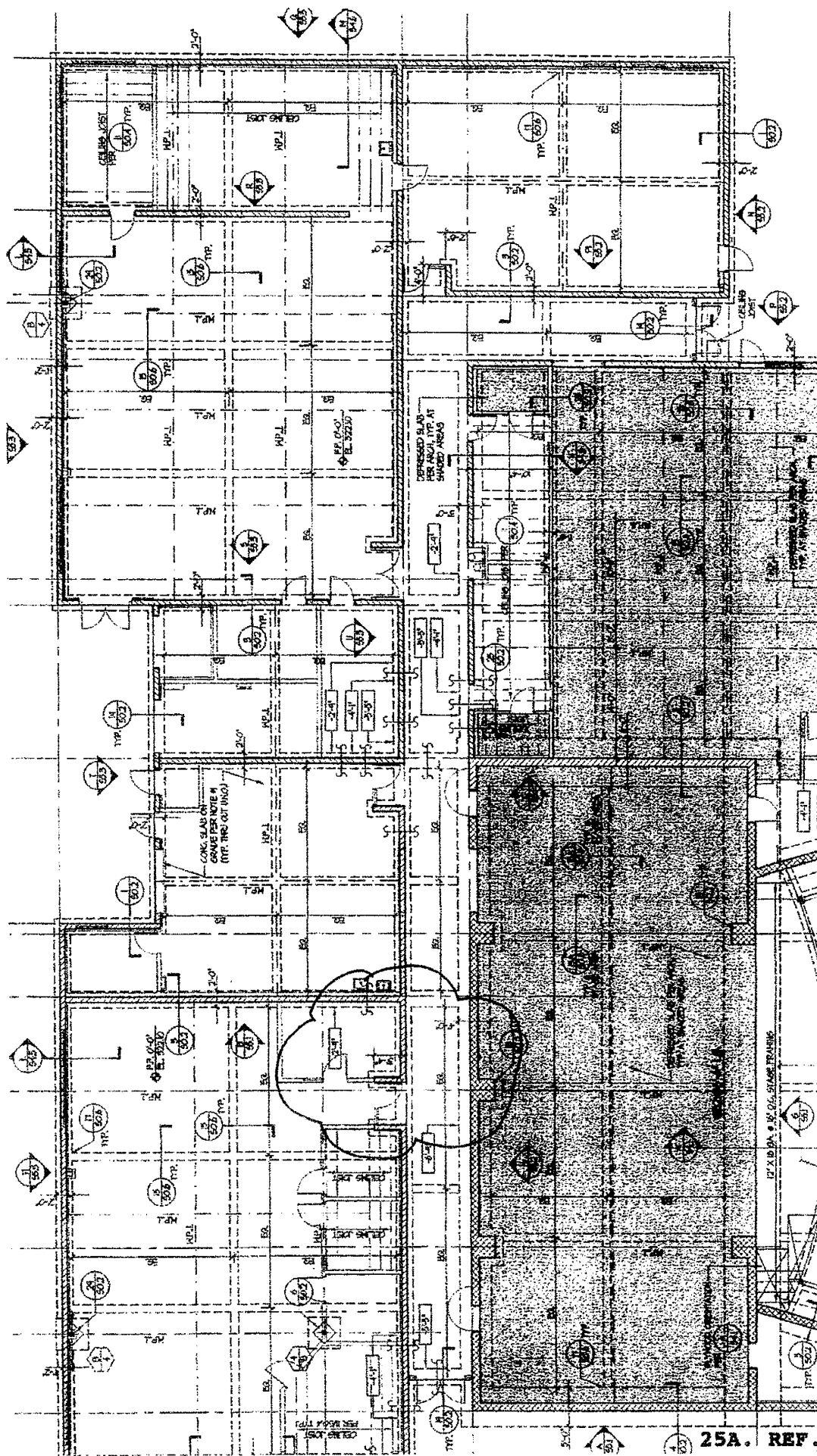
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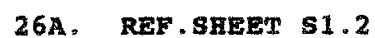
24. REF. SHEET 50.6

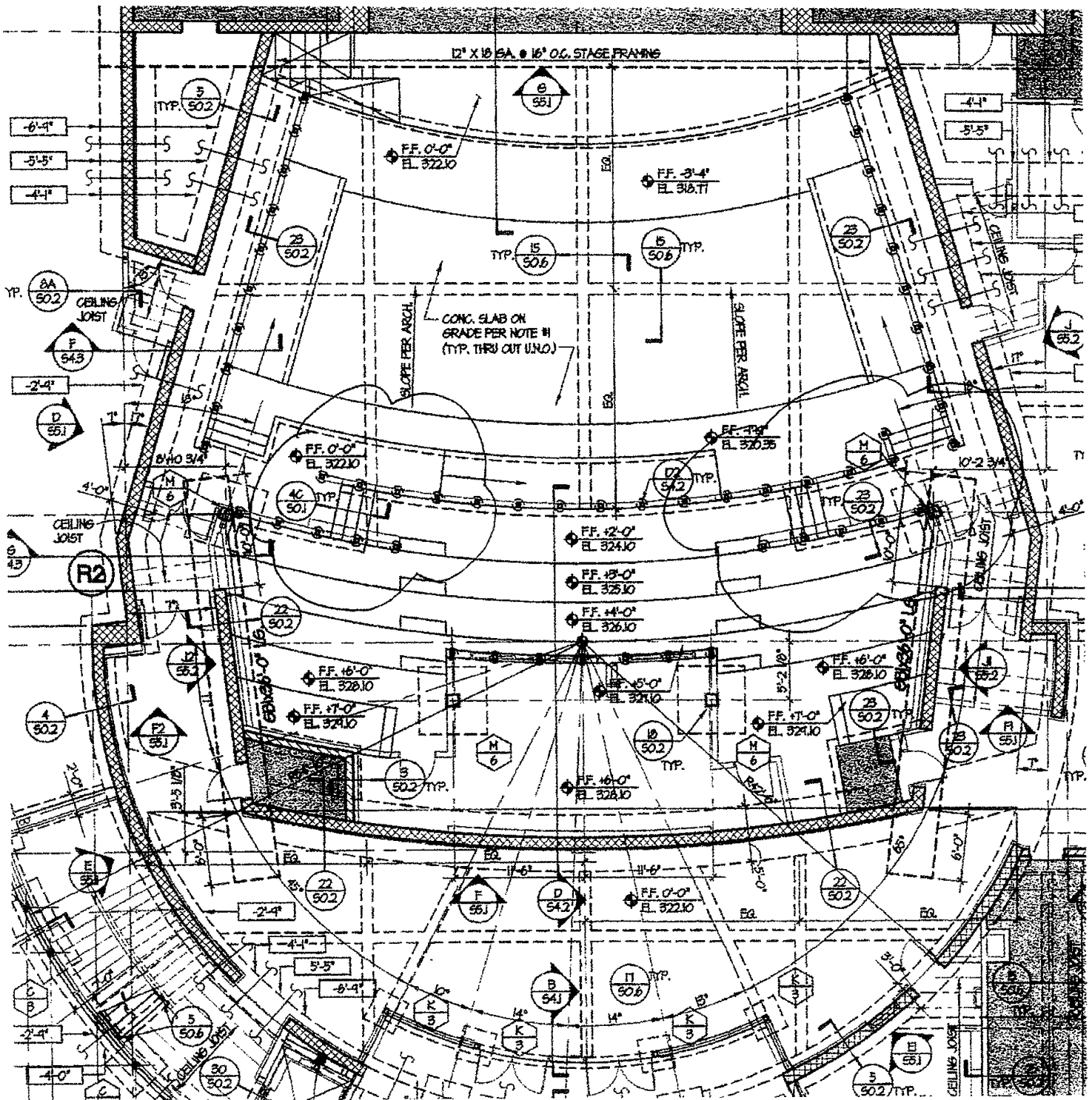
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12/12/11



25A. REF. SHEET S1.1



$$(2/12/11)$$


26B. REF.SHEET S1.2

 $r \in \mathbb{R}$



WILLIAM M. HABERMEHL
County Superintendent of Schools

SCHOOLS LEGAL SERV

200 Kalmus Drive · P.O. Box 9050
Costa Mesa, CA 92628-9050

(714) 966-4220
(714) 434-4945 FAX

February 24, 2012

OPAD 12-13

To: District Superintendents
Regional Occupational Program Superintendents
Assistant Superintendents of Business
Assistant Superintendents of Human Resources
Assistant Superintendents of Instruction

From: Ronald D. Wenkart
General Counsel

Re: General Retainer Agreement – Olson, Hagel & Fishburn

As you may be aware, school districts have agreed to retain outside legal counsel to represent school districts in any potential litigation that may result from the County of Orange's reallocation of property taxes. The law firm of Olson, Hagel & Fishburn was chosen through a Request for Proposal (RFP) process.

The County of Orange's reallocation of property taxes resulted in a decrease of approximately \$73.5 million in property taxes to school districts and community college districts in Orange County. While the State of California has agreed to backfill and increase state apportionments to school districts in Orange County by \$73.5 million, the State of California has also indicated that they may sue the County of Orange over this issue. It is uncertain at this time whether the State of California will name school districts in the lawsuit. However, in an abundance of caution, it was agreed that the Orange County Superintendent of Schools would provide the first \$10,000 in attorneys' fees in the event of litigation or the need for representation in any negotiations or legislative advocacy and that districts on a pro rata basis would share the remaining attorneys' fees on the basis of the Average Daily Attendance (ADA) of each district.

By way of background, the events leading to the necessity of retaining outside counsel began in November 2011. On November 10, 2011, the Chairman of the Orange County Board of Supervisors sent a memo to the Orange County Auditor-Controller, requesting that the Auditor-Controller adjust the County of Orange's share of property tax revenue in the Vehicle License Fee Adjustment Amount (VLFAA) fund. On November 14, 2011, the County of Orange advised the Orange County Department of Education of the adjustment of the VLFAA funds in the approximate amount of \$73.5 million.

EXHIBIT 25

In a conference call, officials from the California Department of Education (CDE) advised the Orange County Department of Education that CDE would increase state apportionments for K-12 districts to adjust for the County of Orange's increase in its share of the property tax as required by law.¹ However, community colleges are not legally entitled to a backfill and the community colleges statewide will be deficated as a result of the County of Orange's action.

The Orange County Department of Education has been advised by the California Attorney General's office that there is a strong likelihood that the State of California and the Department of Finance will file a lawsuit against the County of Orange to recover the \$73.5 million and void the County of Orange's recalculation of property tax revenues. The Attorney General's office did not indicate whether school districts would be named as parties to the lawsuit. However, in order to protect the interests of school districts, our office recommended that districts hire outside counsel to protect the interests of school districts and monitor the lawsuit.

In the meantime, the Orange County Department of Education has negotiated an agreement with the County of Orange, a Bridge Transfer Agreement, which allows school districts facing cash flow consequences as a result of the action of the County of Orange to apply for an advance of funds. The agreement provides that districts may apply for bridge transfers and that the Board of Supervisors will reimburse districts for the interest costs on the borrowing.² The Board of Supervisors approved the agreement on January 24, 2012.

We are hopeful that school districts will not be directly involved in a lawsuit. We will keep districts informed of any future developments. Please submit the General Retainer Agreement to your board for approval and return a signed copy to our office by April 15, 2012, if possible. If you have any questions regarding the General Retainer Agreement, please do not hesitate to contact our office.

Attachment

RDW:las

¹ See, Education Code section 42238.

² The County Treasurer is required by law to charge interest.

GENERAL RETAINER AGREEMENT

THIS AGREEMENT is made between OLSON, HAGEL & FISHBURN, LLP, referred to as "Attorney" and ANAHEIM CITY SCHOOL DISTRICT, ANAHEIM UNION HIGH SCHOOL DISTRICT, BREA OLINDA UNIFIED SCHOOL DISTRICT, BUENA PARK SCHOOL DISTRICT, CAPISTRANO UNIFIED SCHOOL DISTRICT, CENTRALIA SCHOOL DISTRICT, CYPRESS SCHOOL DISTRICT, FOUNTAIN VALLEY SCHOOL DISTRICT, FULLERTON JOINT UNION HIGH SCHOOL DISTRICT, FULLERTON SCHOOL DISTRICT, GARDEN GROVE UNIFIED SCHOOL DISTRICT, HUNTINGTON BEACH CITY SCHOOL DISTRICT, HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT, IRVINE UNIFIED SCHOOL DISTRICT, LA HABRA CITY SCHOOL DISTRICT, LAGUNA BEACH UNIFIED SCHOOL DISTRICT, LOS ALAMITOS UNIFIED SCHOOL DISTRICT, LOWELL JOINT SCHOOL DISTRICT, MAGNOLIA SCHOOL DISTRICT, NEWPORT-MESA UNIFIED SCHOOL DISTRICT, OCEAN VIEW SCHOOL DISTRICT, ORANGE UNIFIED SCHOOL DISTRICT, PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT, SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT, SANTA ANA UNIFIED SCHOOL DISTRICT, SAVANNA SCHOOL DISTRICT, TUSTIN UNIFIED SCHOOL DISTRICT, and WESTMINSTER SCHOOL DISTRICT, referred to as "Client."

This Agreement will become effective, and Attorney will be obligated to provide legal services, when Client returns a signed copy of this Agreement.

SERVICES PROVIDED

1. Attorney hereby offers to provide legal services, including advice and representation, concerning the distribution of property tax revenues currently held by Orange County and possible backfill by State.
2. Client may direct Attorney, either verbally or in writing, to perform additional legal services for Client unrelated to the above-specified matter. Unless such additional services are the subject of a separate written Agreement for legal services, Client and Attorney agree that such additional legal services shall be considered within the scope of services under this Agreement and subject to all of the terms and conditions set forth here.

DUTIES OF CLIENT

3. Client agrees to cooperate and be truthful with Attorney, inform Attorney of any developments, render payment of Attorney's billing statements when due, advise Attorney of any changes in Client's address or telephone number, and to abide by this Agreement.

FEES AND TERMS

4. Client shall pay to Attorney the amount of \$300.00 per hour, or portion thereof, or such lesser hourly rate as may be charged for services rendered by associate attorneys, research assistants, paralegals, legal assistants, and other employees of Attorney. Attorney reserves the rights to adjust the hourly rates after providing 30 days written notification to Client of any such changes. Generally, rates are adjusted on January 1st of each calendar year. The first \$10,000 in fees have been paid by the Orange County Department of Education. Any additional fees shall be apportioned to the school districts based on their average daily attendance (A.D.A.) based on the percentages in attached table (Exhibit A).

5. Attorney billing is detailed and lists the attorney name, amount of time, and description of services rendered. Attorney will charge for time expended on telephone calls relating to Client's matter, including calls with Client, opposing counsel, court personnel, etc. The legal personnel assigned to Client's matter will confer among themselves regarding Client's matter, as required. When they do confer, each person will charge for their time expended. If more than one of Attorney's legal personnel attends a meeting, court hearing, or other proceeding, each will charge for their time expended. Attorney will charge for waiting time in court and other proceedings and for travel time, including both local and out-of-town. Attorney also charges for time expended on legal research and preparation of memos, letters, and other documents. Attorney believes it is a necessary part of the practice of law to provide this kind of documentation, even if the result of Attorney's research simply confirms Attorney's preliminary opinions.

Attorney may not charge for certain services in some cases, without waiving its right to charge for these items should they reoccur in the future. This is a matter of goodwill and solely at the Attorney's discretion. Such "no charges" are often indicated either by not having a sum by the Attorney's name on the billing statement, or by a "credit adjustment" at the end of the bill. Since all billing is detailed, Attorney expects Client to review the bills before payment is due, and to raise any questions or concerns before the next billing statement. Otherwise, Attorney assumes Client agrees with the charges and will render payment.

6. A. Direct Costs: Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for those costs and expenses, in addition to the hourly fees. The costs and expenses commonly include fees fixed by law or assessed by public agencies, long distance telephone charges, telecopy charges, messenger and other deliver fees, postage, photocopying and other reproduction costs, charges for computer research time, and other similar items.

B. Travel Costs: Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Attorney's personnel. Client will also be charged the hourly rates for legal personnel travel time.

C. Litigation: In the event Client's matter involves arbitration or litigation, Client agrees to pay costs required by an arbitrator or court, or deemed necessary by Attorney to effectively present Client's case. In addition to the other costs and charges set forth in subsections (a) through (c) above, arbitration and litigation frequently include such costs as filing fees, court reporter fees, transcript costs and expert witness fees.

D. Investigators: To aid in the preparation or presentation of Client's case, it may become necessary to hire outside investigators. Client agrees to pay their fees and charges. Attorney will select any investigators to be hired.

7. Attorney will send Client monthly statements for fees and costs incurred, which are due and payable upon receipt and will be considered delinquent if not paid within thirty (30) days of the statement date.

8. Client understands and agrees that commencing the 30th day following the date of statement for Attorney's services, Attorney will charge interest at the rate of ten percent (10%) per annum on any and all amounts then due and unpaid.

9. Dispute: In any action or proceeding arising out of this Agreement or the performances of services pursuant to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs. Venue for any action or proceeding shall be in Sacramento County.

10. Discharge and Withdrawal: Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of the Agreement, Client's refusal to cooperate with Attorney or to follow Attorney's advice on a material matter, or any fact or circumstance that would render Attorney's continuing representation unlawful or

unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After Attorney's services conclude, Attorney will, upon Client's request, deliver Client's file to Client, along with any of Client's funds or property in Attorney's possession.

11. Disclaimer Of Guarantee: Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee regarding the outcome of Client's matter. Attorney makes no such promises or guarantees. Attorney's comments regarding the outcome of Client's matter are expressions of opinion only.

12. Client understands that Attorney represents many clients who participate in the governmental and political process, primarily in California, but also nationwide. By signing this agreement, Client confirms that it does not object to Attorney's representation of clients whose general political or governmental objectives and philosophies may be contrary to Client's. Client also confirms that it does not object to Attorney providing political law compliance advice to any such clients and/or assisting them in preparing disclosure forms required under federal, state, or local laws. This general acknowledgement does not permit Attorney, without Client's written consent, to accept representation of another client in direct opposition to the specific project for which Client has engaged Attorney.

Client has read and understands the foregoing and agrees to all of the terms and conditions set forth in this Retainer Agreement.

DATED: 2/14/12

OLSON, HAGEL & FISHBURN, LLP

Deborah B. Caplan
DEBORAH B. CAPLAN

DATED: _____

_____, SCHOOL DISTRICT

_____, District Superintendent

FEE SCHEDULE

PARTNERS.....	\$300.00 per hour
SENIOR ATTORNEYS.....	\$300.00 per hour
SENIOR ASSOCIATE ATTORNEYS.....	\$240.00 per hour
JUNIOR ASSOCIATE ATTORNEYS.....	\$225.00 per hour
LAW CLERKS/PARALEGALS.....	\$115.00 per hour

EXHIBIT A

ORANGE COUNTY SCHOOL DISTRICTS	AVERAGE DAILY ATTENDANCE (A.D.A.)	PERCENT OF LEGAL FEES
ANAHEIM CITY SCHOOL DISTRICT	18,449	3.9%
ANAHEIM UNION HIGH SCHOOL DISTRICT	31,532	6.7%
BREA OLINDA UNIFIED SCHOOL DISTRICT	5,719	1.2%
BUENA PARK SCHOOL DISTRICT	5,137	1.1%
CAPISTRANO UNIFIED SCHOOL DISTRICT	49,375	10.5%
CENTRALIA SCHOOL DISTRICT	4,394	0.9%
CYPRESS SCHOOL DISTRICT	3,830	0.8%
FOUNTAIN VALLEY SCHOOL DISTRICT	6,117	1.3%
FULLERTON JOINT UNION HIGH SCHOOL DISTRICT	13,287	2.8%
FULLERTON SCHOOL DISTRICT	14,035	3.0%
GARDEN GROVE UNIFIED SCHOOL DISTRICT	46,771	9.9%
HUNTINGTON BEACH CITY SCHOOL DISTRICT	6,844	1.5%
HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT	15,653	3.3%
IRVINE UNIFIED SCHOOL DISTRICT	26,611	5.6%
LA HABRA CITY SCHOOL DISTRICT	5,149	1.1%
LAGUNA BEACH UNIFIED SCHOOL DISTRICT	2,878	0.6%
LOS ALAMITOS UNIFIED SCHOOL DISTRICT	9,343	2.0%

ORANGE COUNTY SCHOOL DISTRICTS	AVERAGE DAILY ATTENDANCE (A.D.A.)	PERCENT OF LEGAL FEES
LOWELL JOINT SCHOOL DISTRICT	3,019	0.6%
MAGNOLIA SCHOOL DISTRICT	6,142	1.3%
NEWPORT-MESA UNIFIED SCHOOL DISTRICT	20,870	4.4%
OCEAN VIEW SCHOOL DISTRICT	9,241	2.0%
ORANGE UNIFIED SCHOOL DISTRICT	27,079	5.7%
PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT	24,899	5.3%
SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT	29,652	6.3%
SANTA ANA UNIFIED SCHOOL DISTRICT	51,751	11.0%
SAVANNA SCHOOL DISTRICT	2,258	0.5%
TUSTIN UNIFIED SCHOOL DISTRICT	22,362	4.7%
WESTMINSTER SCHOOL DISTRICT	9,472	2.0%
TOTAL	471,867	100.00%

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 28, 2012
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Burk, Michelle	IF-Sp Ed	Voluntary	03/20/2012	03/20/2012
2. Gonzalez, David	Sub Custodian	Voluntary	01/16/2008	03/14/2012
3. Hill, Paul	Walk on Coach	District Initiated	02/14/2011	03/09/2012
4. Jansen, John	ASB Worker	District Initiated	09/01/2011	03/22/2012
5. Jean, Johanne	Inst Asst-Sp Ed	Personal	11/16/2011	02/25/2012
6. Keck, Delores	Sub Clerk	District Initiated	06/20/2005	03/22/2012
7. LaMotte, Sandy	Sub Clerk	District Initiated	08/30/1991	03/09/2012
8. Lannon, Diane	Sub HS Campus Supvr	District Initiated	03/24/2008	03/15/2012
9. Lazenby, Cheryl	Sub Clerk	District Initiated	01/03/1996	03/22/2012
10. Lehr, Irene	FS Worker	Retirement	02/06/1986	06/21/2012
11. Makin, Jr., Claude	Tech Support Spec I	Retirement	03/24/1986	06/29/2012
12. McDonough, Nanette	FS Worker	Personal	03/05/2011	03/30/2012
13. Montecinos, Oscar	ASB Worker	District Initiated	11/10/2007	03/09/2012
14. Morey, Karen	Opportunity Asst	District Initiated	11/02/1993	03/12/2012
15. Reinhardt, Kay	Inst Asst-Sp Ed	Personal	02/28/2011	02/06/2012
16. Rowles, Randall	Exec Dir Facilities and Plant Operations	Other Employment	10/11/2010	03/16/2012
17. Rubeo, Stephen	Walk on Coach	District Initiated	02/28/2009	03/09/2012
18. Simpson, Lucas	ASB Worker	District Initiated	11/23/2009	03/15/2012
19. Solis, Carol	Sch Bus Driver	Retirement	09/05/1989	03/17/2012
20. Yinger, Raeann	Inst Asst-Sp Ed	Voluntary	11/28/2009	04/06/2012

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
21. Birkinshaw, Ryan	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	03/29/2012
	Inst Asst Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	
22. Carrera, Tammy	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	03/29/2012
	Inst Asst Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	
23. Bowen, Lisa	Clerk	\$15.16 hr	R23-1	03/29/2012
24. Cohen, Judith	Clerk	\$15.16 hr	R23-1	03/29/2012
25. Greenup, Behnaz	IF-Sp Ed	\$14.79 hr	R22-1	03/29/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 28, 2012
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
26. Hazlett, Toni	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	03/29/2012
	Inst Asst Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	
27. Henschel, Cheri	Clerk	\$15.16 hr	R23-1	03/29/2012
28. Hockmeyer, Heidi	Clerk	\$15.16 hr	R23-1	03/29/2012
29. Janbay, Hala	Clerk	\$15.16 hr	R23-1	03/29/2012
30. Mateer, Penny	Clerk	\$15.16 hr	R23-1	03/29/2012
31. McCartney, Joanna	Clerk	\$15.16 hr	R23-1	03/29/2012
32. Mendoza, Jorge	Clerk	\$15.16 hr	R23-1	03/29/2012
33. Nelson, Lucy	Clerk	\$15.16 hr	R23-1	03/29/2012
34. Ochoa, Denise	Clerk	\$15.16 hr	R23-1	03/29/2012
35. Pate, Katherine	Clerk	\$15.16 hr	R23-1	03/29/2012
36. Robertson, Kristin	Clerk	\$15.16 hr	R23-1	03/29/2012
37. Snyder, Deborah	Clerk	\$15.16 hr	R23-1	03/29/2012
38. Solarczyk-Riyhan, Evelyn	Clerk	\$15.16 hr	R23-1	03/29/2012
39. Solis, Carol	Sch Bus Driver	\$17.48 hr	R28-1	03/29/2012
40. Tait, Martina	Student Supvr	\$10.00 hr		03/19/2012
41. Wells, Jerry	Groundskeeper	\$16.74 hr	R27-1	03/29/2012

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
42. Torres, Christian	Student Worker	\$8.00 hr	02/24/2012- 06/30/2012

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
43. Carlson, Cynthia	Swimming, Girls, Varsity (Head)	Dana Hills HS	\$3,261.00	02/24/2012- 05/04/2012
44. Crane, Ryan	Track, Girls Varsity (Head)	Dana Hills HS	\$3,478.00	02/24/2012- 05/04/2012
45. DeBlasio, Justin	Volleyball, Boys Varisty (Head)	San Juan Hills HS	\$3,261.00	03/01/2012- 05/02/2012
46. Esquibel, Steve	Baseball, Boys Varsity (Asst)	Dana Hills HS	\$3,044.00	02/13/2012- 05/12/2012
47. Hall, Rex	Track, Girls (Asst)	Dana Hills HS	\$2,609.00	02/24/2012- 05/04/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 28, 2012
Classified Employees

APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
48. Harrison, Kenneth	Track, Varsity (Asst)	Tesoro HS	\$2,609.00	02/04/2012- 05/04/2012
49. Haynes, Monica	Soccer, Girls Varsity (Asst)	San Juan Hills HS	\$2,609.00	11/01/2011- 01/31/2012
50. LaRiva, Mitch	Softball, Girls Varsity (Head)	Dana Hills HS	\$3,478.00	02/24/2012- 05/11/2012
51. Leahy, Austin	Lacrosse, Boys Varsity (Head)	Dana Hills HS	\$3,261.00	02/24/2012- 05/11/2012
52. Moguet, Nicholai	Basketball, Girls Varsity (Asst)	San Juan Hills HS	\$3,044.00	11/01/2011- 01/31/2012
53. Newberry, Dan	Swimming, Boys Varsity (Asst)	San Juan Hills HS	\$2,609.00	01/01/2012- 05/04/2012
	Swimming, Girls Varsity (Asst)	San Juan Hills HS	\$2,609.00	01/01/2012- 05/04/2012
54. Pluff, Mary	Lacrosse, Varsity (Head)	San Juan Hills HS	\$3,261.00	03/01/2012- 05/02/2012
55. Skelly, Michael	Softball, Varsity (Asst)	Dana Hills HS	\$3,944.00	02/24/2012- 05/11/2012
56. Slye, Laura	Softball, (Asst)	San Clemente HS	\$3,044.00	02/13/2012- 05/11/2012

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
57. Burns, Lacey	Basketball, Girls Varsity (Head)	San Clemente HS	\$ 347.80	02/13/2012
58. Coakley, Raleigh	Soccer, Girls Varsity (Asst)	Dana Hills HS	\$ 260.90	02/13/2012
59. Commins, Taryn	Basketball, Girls Varsity (Head)	San Juan Hills HS	\$ 347.80	02/13/2012
60. Dodge, Randy	Soccer, Boys Varsity (Head)	Aliso Niguel HS	\$ 326.10	02/10/2012
61. Fischer, Kylie	Pep Squad, High School (Asst)	Aliso Niguel HS	\$ 260.90	02/10/2012
62. Jarvis, Sheena	Soccer, Girls Varsity (Head)	Dana Hills HS	\$ 326.10	02/13/2012
63. Moguet, Nicholai	Basketball, Girls Varsity (Asst)	San Juan Hills HS	\$ 304.40	02/13/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 28, 2012
Classified Employees

APPROVE CIF CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
64. Powell, Christopher	Water Polo, Girls Varsity (Head)	San Clemente HS	\$ 326.10	02/13/2012

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
65. Baum, Bryce	Volleyball, Boys	Dana Hills HS	\$2,200.00	02/24/2012- 05/02/2012
66. Bill, Derek	Lacrosse, Boys	Dana Hills HS	\$2,200.00	02/24/2012- 05/11/2012
67. Braun, Tyler	Volleyball, Boys	Dana Hills HS	\$2,200.00	02/24/2012- 05/02/2012
68. Bricker, Carissa	Track, Girls	Dana Hills HS	\$1,000.00	02/24/2012- 05/04/2012
69. Copp, James	Track, Boys and Girls	Dana Hills HS	\$3,000.00	02/24/2012- 05/04/2012
70. Cota, Christopher	Track, Girls	Dana Hills HS	\$1,000.00	02/24/2012- 05/04/2012
71. Creer, Jeff	Track and Field, (Asst)	Capistrano Valley HS	\$1,500.00	02/24/2012- 05/11/2012
72. Cruzan, Paul	Swimming, Boys	Dana Hills HS	\$3,000.00	02/24/2012- 05/04/2012
73. DiBene, Kathlyn	Track, Boys and Girls	Dana Hills HS	\$1,000.00	02/24/2012- 05/04/2012
74. Dolliver, Casey	Cheer	San Clement HS	\$4,900.00	07/01/2011- 04/01/2012
75. Donnels, Chris	Baseball, (Asst)	Dana Hills HS	\$3,000.00	02/13/2012- 05/12/2012
76. Dunn, Julie	Track, Boys and Girls	Dana Hills HS	\$3,500.00	02/24/2012- 05/04/2012
77. Engelson, Sara	Lacrosse, Girls	Dana Hills HS	\$ 500.00	02/24/2012- 05/11/2012
78. Flores, Mario	Track and Field, Boys (Asst)	San Clemente HS	\$2,200.00	02/13/2012- 05/04/2012
79. Grubert, John	Lacrosse, Boys (Asst)	Capistrano Valley HS	\$2,000.00	02/24/2012- 05/04/2012
80. Harrell, Grant	Baseball, (Asst)	Dana Hills HS	\$2,000.00	02/13/2012- 05/12/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 28, 2012
Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
81. Henry, Stephen	Softball	Dana Hills HS	\$2,400.00	02/24/2012- 05/11/2012
82. Holman, Catherine	Strength and Conditioning Basketball, Girls	Capistrano Valley HS	\$1,500.00	02/20/2012- 04/10/2012
83. Horrell, Stephen	Track, Boys and Girls	Dana Hills HS	\$2,000.00	02/24/2012- 05/04/2012
84. Jobst, Steve	Basketball, Boys (Asst)	Dana Hills HS	\$2,500.00	11/07/2011- 02/20/2012
85. Koenig, Tom	Baseball, (Asst)	Dana Hills HS	\$2,400.00	02/13/2012- 05/12/2012
86. Kordich, Adam	Baseball, (Asst)	Dana Hills HS	\$2,500.00	02/13/2012- 05/12/2012
87. LaRiva, Diana	Softball	Dana Hills HS	\$2,400.00	02/24/2012- 05/11/2012
88. Leahy, Austin	Lacrosse, Boys JV (Head)	Dana Hills HS	\$2,200.00	02/24/2012- 05/11/2012
89. Lee, Hakjin	Volleyball, Boys (Asst)	Aliso Niguel HS	\$2,500.00	02/06/2012- 03/04/2012
90. Maher, Timothy	Baseball, JV	San Juan Hill HS	\$2,500.00	03/01/2012- 05/02/2012
91. McCarthy, Brian	Lacrosse, Boys, (Asst)	Aliso Niguel HS	\$2,500.00	02/06/2012- 03/04/2012
92. McGarry, Vern	Track, Boys and Girls	Dana Hills HS	\$3,000.00	02/24/2012- 05/04/2012
93. Milosch, Christopher	Track, Boys	Dana Hills HS	\$2,000.00	02/24/2012- 05/04/2012
94. Miyake, Darin	Baseball, (Asst)	Dana Hills HS	\$2,700.00	02/13/2012- 05/12/2012
95. Moore, Katie	Swimming, Girls	Dana Hills HS	\$3,000.00	02/24/2012- 05/04/2012
96. Payne, Ron	Baseball, (Asst)	San Clemente HS	\$1,800.00	02/13/2012- 05/11/2012
97. Phelps, Darren	Track, Boys and Girls	Dana Hills HS	\$3,000.00	02/24/2012- 05/04/2012
98. Schmit-Kallas, Joel	Lacrosse, Boys JV	Capistrano Valley HS	\$2,543.00	02/24/2012- 05/04/2012
99. Schmitz, Cody	Baseball, Freshman	San Juan Hills HS	\$1,500.00	03/01/2012- 05/02/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 28, 2012
Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
100. Simonton, Debra	Tennis, Boys	Dana Hills HS	\$2,200.00	02/24/2012- 05/04/2012
101. Wright Dominguez, Breana	Track, Boys and Girls	Dana Hills HS	\$2,000.00	02/24/2012- 05/04/2012

APPROVE EMPLOYMENT PENDING CLEARANCES

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
102. Olvera, Angela	Intermediate Office Asst (12mo/40hpw)	\$2,761.33 mo	R25-1	03/29/2012

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
103. Scheibel, Shelley	LVN (9.5mo/17.5hpw)	\$18.02 hr	R30-1	03/29/2012

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
104. Brehmer, Nicole	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	03/29/2012
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	
105. Cenana, Dana	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	03/29/2012
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	
106. Dakak, Sumer	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	03/29/2012
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	
107. Denaro, Rachelle	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	03/29/2012
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	
108. Fanene, Joseph	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	03/29/2012
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 28, 2012
Classified Employees

APPROVE EMPLOYMENT PENDING CLEARANCES (Cont.)

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
109. Laca, Samantha	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	03/29/2012
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	
110. Larson, Jacqueline	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	03/29/2012
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	
111. Saxena, Garima	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	03/29/2012
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	
112. Vitort, Lindsay	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	03/29/2012
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	
113. Wanson, Patricia	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	03/29/2012
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	

APPROVE PROMOTION

<u>Name</u>	<u>Former Classification</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
114. Antifae, Donna	Asst Buyer (12mo/40hpw)	Buyer/Planner (12mo/40hpw)	R41-1	03/29/2012
115. Morales, Issac	Custodian I (12mo/40hpw)	Custodian IV (Temp/40hpw)	R32-6	02/27/2012- 03/30/2012
116. Santos, Chris	User Support Spec (12mo/40hpw)	Tech Support Spec I (Temp/40hpw)	R41-1	04/01/2012- 06/29/2012

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

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
117. Alva, Christie	Blngl Comm Svcs Liaison NTE 2 hrs (Translate for IEP meeting/parent conference)	12/07/2011
118. Boulgarides, Gabriela	Blngl Comm Svcs Liaison NTE 3 hrs (Translate for IEP meeting/parent conference)	03/23/2012
119. Crowe, Carmen	Blngl Comm Svcs Liaison NTE 1 hr (Translate for parents at BTSN)	10/04/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 28, 2012
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
120. Denn, Anne	Inst Asst-Sp Ed (NTE 2.5 hrs (Attend field trip)	03/08/2012
121. Gomez, Lydia	Bngl Clerk (NTE 1.5 hrs (Translate for IEP meeting)	02/14/2011
122. Jurdi, Ghada	Presch Teacher NTE 20 hrs (Attend IEP meetings)	02/13/2012- 06/30/2012
123. Lopez, Nancy	Bngl Comm Svcs Liaison NTE 3 hrs (Translate for IEP meeting/parent conference)	03/01/2012
124. Mohammadi, Lili	Inst Asst-ELD NTE 2 hrs (Translate for IEP meeting/parent conference) NTE 2 hrs (Translate for IEP meeting/parent conference)	02/28/2012 03/01/2012
125. Robleto, Sergio	Bngl Comm Svcs Liaison NTE 3 hrs (Translate for IEP meeting/parent conference)	03/20/2012
126. Scholz, Danielle	Inst Asst-Sp Ed (NTE 2.5 hrs (Attend field trip)	03/08/2012
127. Segura, Julie	IF-Sp Ed (NTE 3 hrs (Attend field trip)	03/08/2012

**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>
128. Jaeckel, Deborah	Inst Asst-Sp Ed	Intermediate Office Asst	R25-1	02/29/2012- 03/30/2012

APPROVE PROFESSIONAL GROWTH STIPEND

NTE \$500

129. Bishop, Eric

130. Duarte, Diane

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
131. Palacios, Cinthia	Child Care	04/30/2012- 06/21/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 28, 2012
Certificated Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Azzouni, Zina	Substitute Teacher	District Initiated	02/04/2010	03/01/2012
2. Bristow, Jeffrey	Exec Dir Risk Mgmt/Compliance	Retirement	08/01/1980	06/30/2012
3. Card, Chelsea	Substitute Teacher	District Initiated	11/15/2008	03/13/2012
4. Caruthers, Jean	Substitute Teacher	District Initiated	12/02/2005	03/01/2012
5. Diggs, Vernon	Substitute Teacher	Personal	08/07/1997	03/02/2012
6. Ferera, Deborah	Substitute Teacher	District Initiated	11/14/2008	03/01/2012
7. Finlay, Laura	Substitute Teacher	District Initiated	03/11/2010	03/01/2012
8. Gefell, Julia	Substitute Teacher	Classified Position	10/03/2011	03/02/2012
9. George, Tiffany	Teacher-LOA	Personal	08/27/2001	09/01/2012
10. Ghaffari, Ardeshir	Substitute Teacher	Other Employment	09/28/2011	03/09/2012
11. Hibsch, Charlotte	Principal	Retirement	10/14/1997	06/30/2012
12. Hruby, Sloan	Substitute Teacher	District Initiated	01/14/2010	03/06/2012
13. Lloreda, Karen	Substitute Teacher	Personal	04/22/2010	03/01/2012
14. Merritt, Sharon	Substitute Teacher	District Initiated	02/25/2010	03/01/2012
15. Nonnweiler, Moira	Substitute Teacher	District Initiated	10/03/2008	03/13/2012
16. Royalty, Gregory	Teacher-Sp Ed	Retirement	08/30/2006	06/30/2012
17. Soderlund, Sharyn	Substitute Teacher	District Initiated	03/25/2011	03/01/2012

APPROVE SUBSTITUTE TEACHERS

Pay @ \$90.00 per day

18. Harvey, Marilyn	21. Paulicivic, Geraldine
19. Hyden, Brook	22. O'Neil, Jessie
20. Murphy, Grace	23. Slomsky, Lisa

APPROVE 6/5th ASSIGNMENT 2nd SEMESTER

24. Burton, Barbara**	26. McNaught, James**
25. Cotton, Melissa**	

* Special Education Teacher

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 28, 2012
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS

Saturday School Proctor – Multiple Sites

Not to exceed 16 hours instructional pay @ \$35.00 per hour
02/27/2012-06/16/2012

- | | |
|-------------------|--------------------|
| 27. Addison, Chad | 29. Lee, Christina |
| 28. Carson, Megan | 30. Ruffer, Stacy |

Home/Hospital Instruction – Barcelona Hills Elem

Not to exceed 5 hours per week instructional pay @ \$35.00 per hour
02/16/2012-06/23/2012

- | | |
|----------------------|--------------------|
| 31. Afrouzeh, Golnaz | 32. Aston, Melanie |
|----------------------|--------------------|

After School Homework Club – Las Flores Elem

Not to exceed 10 hours instructional pay @ \$35.00 per hour
02/09/2012-05/31/2012

33. Milan, Debra

After School Intervention Classes – San Juan Elem

Not to exceed 6 hours instructional pay @ \$35.00 per hour
03/01/2012-04/18/2012

34. Garcia-Serrato, Martha

SIOP Planning and Training – Don Juan Avila MS

Not to exceed 12 hours non-instructional pay @ 30.00 per hour
02/15/2012-06/20/2012

- | | |
|----------------------|-----------------------|
| 35. Anderson, Amanda | 38. Squires, Carly |
| 36. Nelson, Rebecca | 39. Waterman, Charles |
| 37. Nicol, Katherine | |

ADD Training – Marco Forster MS

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour
02/01/2012-06/20/2012

- | | |
|----------------------|-----------------------|
| 40. Burbach, Ruth | 45. Reina, Renato |
| 41. Dendel, Ranna | 46. Rivadeneyra, Mark |
| 42. Espinoza, Soraya | 47. Schroeder, Joanne |
| 43. Louie, Jamie | 48. Sottile, Wendy |
| 44. Nelson, Erik | |

After School Program – Marco Forster MS

Not to exceed 32 hours instructional pay @ \$35.00 per hour
02/27/2012-06/20/2012

49. Cooper-Ajibabi, Carol

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 28, 2012
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

ADD Initiative, Collaboration and Observation – Niguel Hills MS

Not to exceed 12 hours non-instructional pay @ \$30.00 per hour

02/06/2012-06/20/2012

- | | |
|-----------------------|----------------------|
| 50. Aldaco, Danelle | 53. Erlinger, Alicia |
| 51. Bungartz, Melinda | 54. Fragassi, Kari |
| 52. Dul, Kylie | 55. Kovac, Jami |

AP Review Sessions for Teachers – Tesoro HS

Not to exceed 20 hours instructional pay @ \$35.00 per hour

02/01/2012-05/18/2012

- | | |
|------------------------|---------------------|
| 56. Benjamin, Caroline | 62. Mooney, Mark |
| 57. Berkenkotter, Kurt | 63. Ng, Caiyn |
| 58. Busenkell, Bill | 64. Rasic, Diane |
| 59. Gray, Megan | 65. Thompson, Laura |
| 60. Harnett, Pat | 66. Varricchio, Amy |
| 61. Heidner, Norm | 67. Woodward, Jen |

AVID Destination Graduation Training – Education Division

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour

08/10/2011-08/11/2011

- | | |
|--------------------|--------------------|
| 68. Hawkins, Tracy | 69. Lee, Christina |
|--------------------|--------------------|

OLSAT Make-Up Test Proctor – Education Division

Not to exceed 4.5 hours non-instructional pay @ \$30.00 per hour

03/03/2012

- | | |
|----------------------|---------------------|
| 70. Aldaco, Danielle | 74. Peterson, Susan |
| 71. Evans, Laura | 75. Robinson, Katie |
| 72. Kashima, Mike | 76. Steidle, Gwynne |
| 73. Lincoln, Maryl | |

Refine Math Benchmarks – Education Division

Not to exceed 1 hour non-instructional pay @ \$30.00 per hour

02/28/2012-04/15/2012

- | | |
|----------------------|----------------------|
| 77. Adnams, Craig | 85. Dale, Jason |
| 78. Balducci, Liz | 86. Estrada, Axel |
| 79. Beckley, Shelley | 87. Fowler, Diane |
| 80. Boes, Alisan | 88. Haehn, Marilyn |
| 81. Cain, Josh | 89. Hammerquist, Tim |
| 82. Chak, Ambreen | 90. Kaneshiro, Reid |
| 83. Compean, Laura | 91. Kearsley, John |
| 84. Corbett, Kate | 92. Laster, Don |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 28, 2012
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Refine Math Benchmarks – Education Division

Not to exceed 1 hour non-instructional pay @ \$30.00 per hour
02/28/2012-04/15/2012

- | | |
|----------------------|------------------------|
| 93. Liedlich, Bonnie | 100. Roach, Chris |
| 94. Miller, Teresa | 101. Rosser, John |
| 95. Morales, Tom | 102. Suda, Shari |
| 96. Nasiri, Rosa | 103. Tahbaz, Marie |
| 97. O'Brien, Jim | 104. Weinell, Liz |
| 98. Ordonez, Lourdes | 105. Williamson, Nancy |
| 99. Rigby, Michael | 106. Wynne, Rita |

Proctor OLSAT make-up Tests – GATE

Not to exceed 3 hours non-instructional pay @ \$30.00 per hour
03/03/2012

107. Passarelli, Kendra

Concert Supervisor – Music

Not to exceed 80 hours pay @ \$18.00 per hour
03/05/2012-03/16/2012

108. Donatelli, Cira

Not to exceed 8 hours pay @ \$18.00 per hour
03/09/2012-03/12/2012

109. O'Neill, Debora

Consultation Team Training, Assessment and Support – Special Education

Not to exceed 25 hours non-instructional pay @ \$30.00 per hour
06/20/2011-10/07/2011

110. Meissner, Andrea

Coverage for School Psychologist on a Leave of Absence – Special Education

Not to exceed 32 hours pay @ hourly per diem rate
02/27/2012-03/23/2012

111. Clark, Melissa

IEP Assessment – Special Education

Not to exceed 4 hours pay @ hourly per diem rate

112. Johnson, Connie

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 28, 2012
Certificated Employees

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
113. Bandaruk, Rita	Swimming, Girls Varsity (Asst)	San Clemente HS	\$2,609.00	02/13/2012- 05/04/2012
114. Brooks, Michael	Lacrosse, Girls Varsity (Head)	Dana Hills HS	\$3,261.00	02/24/2012- 05/11/2012
115. Buckman, Andrea	Academic Comp Coach, High School	San Clemente HS	\$3,913.00	09/07/2011- 06/20/2012
116. Butler, Timothy	Track, Boys Varsity (Asst)	Dana Hills HS	\$2,609.00	02/24/2012- 05/04/2012
117. Dunn, Craig	Track, Boys Varsity (Head)	Dana Hills HS	\$3,478.00	02/24/2012- 05/04/2012
118. Green, Justin	Tennis, Boys Varsity (Head)	Dana Hills HS	\$3,261.00	02/24/2012- 05/04/2012
119. Hatcher, Michael	Swimming, Boys Varsity (Asst)	Dana Hills HS	\$2,609.00	02/24/2012- 05/04/2012
120. Johnson, Georgette	Swimming, Girls Varsity (Asst)	Dana Hills HS	\$2,609.00	02/24/2012- 05/04/2012
121. Laster, Don	Swimming, Girls Varsity (Head)	San Clemente HS	\$3,261.00	02/13/2012- 05/04/2012
122. Nolan, Catherine	Track, Girls Varsity (Head)	San Juan Hills HS	\$3,478.00	03/01/2012- 05/02/2012
123. Ramirez, Gilbert	Safety and Equipment	Tesoro HS	\$3,478.00	09/06/2011- 02/03/2012
	Safety and Equipment		\$3,478.00	02/06/2012- 06/21/2012
124. Rivadeneyra, Mark	Volleyball, Boys Varsity (Asst)	Dana Hills HS	\$2,609.00	02/24/2012- 05/02/2012
125. Rosa, Matthew	Swimming, Boys Varsity (Head)	Dana Hills HS	\$3,261.00	02/24/2012- 05/04/2012
126. Simmons, Oscar	Volleyball, Boys Varsity (Head)	Dana Hills HS	\$3,261.00	02/24/2012- 05/02/2012
127. Summers, Robert	Track, Boys Varsity (Head)	San Juan Hills HS	\$3,478.00	03/01/2012- 05/02/2012
128. Wooten, Jeremy	Baseball, Varsity (Head)	San Juan Hills HS	\$3,478.00	03/01/2012- 05/02/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 28, 2012
Certificated Employees

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
129. Abedi, Morteza	Wrestling,	Dana Hills HS	\$326.10	02/06/2012
	Varsity (Head)		\$163.05	02/13/2012
130. Ahlberg, Mark	Basketball,	Capistrano Valley HS	\$347.80	02/11/2012
	Girls Varsity (Head)			
131. Barnett, Keith	Basketball,	Aliso Niguel HS	\$347.80	02/10/2012
	Boys Varsity (Head)			
132. Calentino, Mark	Wrestling,	San Clemente HS	\$326.10	02/06/2012
	Varsity (Head)		\$163.05	02/20/2012
133. Carlisle, Bruce	Basketball,	San Clemente HS	\$304.40	02/13/2012
	Boys Varsity (Asst)			
134. Colwell, Greg	Wrestling,	Aliso Niguel HS	\$326.10	02/10/2012
	Varsity (Head)			
135. Compean, Leo	Soccer,	Dana Hills HS	\$326.10	02/13/2012
	Varsity (Head)			
136. Cullinan, Robert	Basketball,	Dana Hills HS	\$347.80	02/13/2012
	Girls Varsity (Head)			
	Basketball,	Dana Hills HS	\$304.40	02/13/2012
	Varsity (Asst)			
137. Desiano, Tom	Basketball,	Dana Hills HS	\$347.80	02/13/2012
	Varsity (Head)			
138. Garrett, Steve	Basketball,	Tesoro HS	\$347.80	02/20/2012
	Boys Varsity (Head)			
139. Gray, Jim	Basketball,	Aliso Niguel HS	\$304.40	02/10/2012
	Girls Varsity (Asst)			
140. Hulse, Michael	Basketball,	Dana Hills HS	\$304.40	02/13/2012
	Girls Varsity (Asst)			
141. Lynch, Erick	Water Polo,	Aliso Niguel HS	\$326.10	02/10/2012
	Varsity (Head)			
142. Mashburn, Andrew	Basketball,	Capistrano Valley HS	\$304.40	02/11/2012
	Girls Varsity (Asst)			
143. Parks, Joshua	Basketball,	Tesoro HS	\$304.40	02/20/2012
	Boys Varsity (Asst)			
144. Popovich, Mark	Basketball,	San Clemente HS	\$347.80	02/13/2012
	Boys Varsity (Head)			
145. Pronier, Mike	Soccer,	San Clemente HS	\$326.10	02/13/2012
	Boys Varsity (Head)			
146. Riach, Tom	Basketball,	Aliso Niguel HS	\$304.40	02/10/2012
	Boys Varsity (Asst)			

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 28, 2012
Certificated Employees

APPROVE CIF CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
147. Valderrama, Andy	Soccer, Varsity (Asst)	Dana Hills HS	\$ 260.90	02/13/2012
148. Weinberg, Dave	Band, Marching, High School	Aliso Niguel HS	\$ 391.30	02/10/2012
149. Workman, Ken	Wrestling, Varsity (Head)	Tesoro HS	\$ 163.05	02/19/2012

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
150. Brown, David	Track, Boys and Girls	Dana Hills HS	\$3,000.00	02/24/2012- 05/04/2012
151. Crawford, Kristen	Tennis, Boys (Asst)	Capistrano Valley HS	\$2,543.00	02/24/2012- 05/04/2012
152. Dollar, Chris	Golf, Boys (Asst)	Capistrano Valley HS	\$2,119.00	02/24/2012- 05/04/2012
153. Hulse, Michael	Basketball, Girls	Dana Hills HS	\$1,000.00	03/05/2012- 04/27/2012
154. Landino, Craig	Air Guitar	Capistrano Valley HS	\$1,700.00	02/21/2012- 03/21/2012
155. Roberts, Nathan	Golf, Boys (Asst)	San Juan Hills HS	\$2,000.00	03/01/2012- 05/02/2012
156. Schooler, Mike	Baseball, (Asst)	San Clemente HS	\$2,000.00	02/13/2012- 05/11/2012
157. Simmons, Oscar	Volleyball, Boys	Dana Hills HS	\$3,000.00	02/24/2012- 05/02/2012
158. Trumble, Donovan	Track, (Asst)	San Juan Hills HS	\$2,000.00	03/01/2012- 05/02/2012
159. Weinell, Elizabeth	Lacrosse, Girls JV	Dana Hills HS	\$1,500.00	02/24/2012- 05/04/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 28, 2012
Certificated Employees

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
160. Atkinson, Arlene	Personal	04/03/2012- 06/21/2012
161. Tarui, Ester	Personal (50% of position)	03/01/2012- 06/21/2012

APPROVE ASSIGNMENTS ON SUBJECT MATTER WAIVER

<u>Name</u>	<u>School</u>	<u>Subject</u>	<u>Ed Code Provision</u>	<u>Effective Date</u>
162. Jones, Nikki	Ladera Ranch MS	Science	44256(b)	03/06/2012- 06/21/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 28, 2012
Certificated Employees

ADDENDUM

APPROVE EMPLOYMENT

<u>Name</u>	<u>1st Year Temporary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
1. Bennett, Erin	Teacher-Sp Ed	\$48,312	A-1	04/16/2012